



BIDDING DOCUMENTS
FOR THE
CAPISTRANO UNIFIED SCHOOL DISTRICT
FOR
CONCRETE REPAIRS & MAINTENANCE
BID No. 2223-14

CAPISTRANO UNIFIED SCHOOL DISTRICT
33122 Valle Rd.
San Juan Capistrano, CA 92675
(949) 234-9200

February 8, 2023

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NOTICE INVITING BIDS

CAPISTRANO UNIFIED SCHOOL DISTRICT

NOTICE IS HEREBY GIVEN that the Capistrano Unified School District, acting by and through its Governing Board, hereinafter referred to as “District”, will receive prior to **10:00AM PST on the 9th day of February, 2023**, sealed bids for the award of a Contract for the following:

BID NO. 2223-14

CONCRETE REPAIRS & MAINTENANCE

All bids shall be made and presented only on the forms presented by the District. Bids shall be received in the front of the District Office by the Board Room at **33122 Valle Rd., San Juan Capistrano, California 92675** at the above stated time and place. Any bids received after the time specified above or after any extensions due to material changes shall be returned unopened. No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of bids.

Miscellaneous Information

License Requirement: Class “C-8” or “A”

In accordance with the provisions of Business and Professions Code Section 7028.15 and Public Contract Code Section 3300, CUSD requires that the bidder possess the required classification(s) of contractor’s license(s) at the time the bid is submitted. Any bidder not so licensed at the time of the bid opening will be rejected as nonresponsive.

Bids shall be received in the place identified above before the stated deadline and will be awarded to the lowest responsive, responsible bidder as determined by a weighted job scenario evaluation from those bidders responding to the Notice Calling For Bids

*Due to the COVID-19 pandemic, bids will be received out front of the main building while practicing 6’ social distancing separation.

To receive the official bid documents and addenda you must register on the District’s website: <https://www.capousd.org/subsites/Purchasing/index.html> **Click on Doing Business- Notices: Requests for Proposals and Bids.**

Bidder request for information/clarification: All requests for information and/or clarification regarding the Bid documents shall be submitted in writing via e-mail to Josh Readman, Supervisor, Purchasing, jreadman@capousd.org. All requests must be submitted no later than **Friday, February 24, 2023, 10:00AM PST**. Any request made after such date shall not be responded to.

Each bid must strictly conform with and be responsive to the Contract Documents as defined in the Terms and Conditions.

Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount one hundred dollars (\$100), payable to CUSD as a guarantee that the bidder, if its proposal is accepted, shall promptly execute all required documents.

The bidder awarded must furnish a satisfactory Faithful Performance Bond and a separate Payment Bond in an amount not less than **two hundred fifty thousand dollars (\$250,000)**. In the event of failure to enter into the contract and execute the required documents, such bid security will be forfeited.

The required Faithful Performance Bond and Payment Bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds. Payment Bond(s) shall remain in full force and effect through the contract period. Faithful Performance Bond(s) shall remain in full force and effect through the guarantee periods of the awarded Contract.

Pursuant to the provisions of Section 1770 et seq of the California Labor Code, each worker of the contractor engaged in work on the Project shall be paid not less than the prevailing wage rate.

SB 854 established new public works contractor registration program requirements for all public works projects. Pursuant to Labor Code Section 1725.5; Starting March 1st, 2015 no contractor/subcontractor may be listed in a bid proposal unless registered with the Department of Industrial Relations (DIR). Starting April 1st, 2015 no contractor may be awarded a contract, nor employed on a Public Works project unless registered with the DIR. This project is subject to prevailing wage requirements and compliance monitoring and enforcement by the DIR and may at any time require contractors to upload electronic certified payroll records on the DIR website.

No bidder may withdraw any bid for a period of 60 (sixty) calendar days after the date set for the opening of bids.

The District reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Publication Dates: 2/8/2023 & 2/15/2023

INSTRUCTIONS FOR BIDDERS

WARNING: READ THIS DOCUMENT CAREFULLY. DO NOT ASSUME THAT IT IS THE SAME AS OTHER SIMILAR DOCUMENTS YOU MAY HAVE SEEN, EVEN IF FROM THE SAME DISTRICT.

The submission of a bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Instructions for Bidders.

District is used in these documents to mean the Board of Trustees of the Capistrano Unified School District and the area under the Board's jurisdiction.

- A. **PREPARATION OF BID FORMS**. District invites sealed bids on the form attached to be submitted at the time and place stated in the Notice Calling For Bids. Bids must be submitted on the prescribed Bid Forms, completed in full. All bid items and statements must be properly filled out. Numbers will be stated both in words and in figures where so indicated, and where there is a conflict between the words and the figures, the words will govern. The signatures of all persons signing the bid shall be in longhand. Prices, wording and notations must be in ink or typewritten. Erasures or other changes will be noted over by the signature/initials of the bidder.
- B. **FORM AND DELIVERY OF BIDS**. The bid shall be made on the Bid Form provided, and the complete bid, together with any and all additional materials as required by the Contract Documents, shall be enclosed in a sealed envelope, addressed and delivered or mailed to:

Capistrano Unified School District
Purchasing Department
33122 Valle Road
San Juan Capistrano, CA 92675
Attn: Josh Readman, Purchasing Department

and received at that office on or before Thursday, March 9, 2023, 10:00 a.m. PST, and shall be marked on outside lower left corner with bid number. The Bidder's name shall also appear on the outside of the envelope.

It is the Bidder's sole responsibility to ensure that their bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068, any bid received after the scheduled closing time for receipt of bids shall be returned to the bidder unopened. At the time set forth in the Notice Calling For Bids for the opening of bids, the sealed bids will be opened at the District office.

District's record of receipt will be presumptive evidence of delivery.

One (1) copy of the Bid Form must be submitted with the bid to the Purchasing Department. Be sure that your company name appears on each page of all required documents and forms.

At bidder's own expense and prior to submitting bid, each bidder shall examine the Contract Documents; familiarize itself with all federal, state and local laws, ordinances, rules, regulations and codes affecting the performance of the Bid, and determine the character, qualities and quantities specified. The submission of a Bid shall be incontrovertible evidence that the bidder has complied with all the requirements of this provision of the Information for Bidders.

- C. BID SECURITY. Each bid shall be accompanied by a bid security in the form of cash, a certified or cashier's check or bid bond in the amount **one hundred dollars (\$100)**, payable to CUSD and shall be given as a guarantee that the bidder, if awarded the contract, will execute the Agreement within **five (5)** working days after notice of award of the contract, **If the Bidder elects to furnish a bid bond as its Bid Security, the Bidder shall use the bid bond form included in the Bid Documents.**
- D. NAME AND NATURE OF BIDDER'S LEGAL ENTITY. Bidder shall specify in the bid the name and nature of its legal entity and any fictitious name(s) under which it does any business. An authorized officer or person shall sign the bid under the correct firm name.

The successful bidder may be required to furnish a letter of organization listing the firm's members, officers of corporation, and those persons authorized to sign legal documents. Should a change be contemplated in the name or nature of bidder's legal entity, bidder shall immediately notify District's Purchasing Department in order to ensure proper steps be taken to have the change(s) reflected on the contract or purchase order.

- D. MODIFICATIONS. Changes in or additions to the Bid Form, recapitulations of the item(s) bid upon, alternative proposals, or any other modification of the Bid Form or other District documents in this bid which is not specifically called for in the contract documents may result in District's rejection of the bid as not being responsive to the Notice Calling For Bids. No oral or telephonic modification of any bid submitted will be considered.
- E. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS. The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction creates no inconsistency and is suitably authenticated by signatures/initials of the person or persons signing the bid. Correction of any such errors shall be made prior to the bid opening only. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event that District determines that any bid is unintelligible, inconsistent or ambiguous, District may reject such bid as not being responsive to the Notice Calling For Bids. Verify your bid before submission, as it cannot be corrected after the bid opening.

- F. WITHDRAWAL OF BIDS. Bids may be withdrawn by telegram, by letter or in person by a bidder or an authorized representative possessing proper identification and written proof of authority to act on behalf of the bidder. If withdrawn in person by a bidder or a representative of the bidder, the person withdrawing the bid will be required to sign a receipt for the bid.

Withdrawal action of any type must be accomplished before the date and time specified for opening of bids in this Notice Calling For Bids. Any bid security for a withdrawn bid shall be returned at the time of withdrawal.

No bidder may withdraw any bid for a period of sixty (60) calendar days after the date set for the opening of bids.

- G. AGREEMENT and BONDS. The Agreement which the successful bidder will be required to execute and the payment bond required in accordance with Civil Code Section 3247, are included in the Project Documents. The awarded Contractor will furnish and maintain a Faithful Performance and Payment Bonds in the amount of \$250,000. The respective Payment Bond(s) shall remain in full force and effect through the contract period, while the respective Faithful Performance Bond(s) shall remain in full force and effect through the guarantee period(s) of the awarded Contract(s). **Bonds shall be on the forms set forth in these Project Documents or other similar format.** All bond premiums shall be at bidder's cost.

- H. INTERPRETATION OF DOCUMENTS. If any prospective bidder is in doubt as to the true meaning of any part of the contract documents, or finds discrepancies, or omissions relating to the specifications, a written request for an interpretation or correction thereof may be submitted to District in writing no later than Friday, February 24, 2023, 10:00 am PST. The bidder submitting the request shall be responsible for its prompt delivery. Any interpretation or correction of the contract documents will be made only by addendum duly issued by District, and a copy of such addendum will be provided to each prospective bidder registered under this bid.

No person is authorized to make any oral interpretation of any provision in the contract documents, nor shall any oral communication be binding on District.

In case of conflicts between the Contract Documents, the order of precedence shall be as follows:

1. Addenda
2. Bid Specification and Requirements
3. Bid Form and Agreement
4. Notice Calling for Bids
5. Terms and Conditions
6. Instructions to Bidders

- H. AWARD OF CONTRACTS. District may award to one or no bidder. District reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible bidders, District will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract will be by action of District's Board of Trustees and to the lowest responsible and responsive bidder, as determined by a weighted job scenario evaluation from those bidders responding to the Notice Calling For Bids. In the event an award is made to a bidder and such bidder fails or refuses to execute the contract and provide any required documents within ten (10) days after notification of the award of the contract to bidder, District may award the contract to the next lowest responsible and responsive bidder until the lowest responsive, responsible bidder accepts or release all bidders.

District does NOT guarantee that all items shown on this bid will be purchased. The right is reserved to purchase additional quantities at the bid prices during the period this bid is in force. It is not intended that large variations from the listed quantities will be made, but quantity additions or deletions shall be at the option of the District.

- L. AMENDMENT. Bidders are advised that the District reserves the right to amend the requirements of this Notice Calling For Bids prior to the date set for opening of bids. Such revisions will be done formally by publishing amendments to all bidders known to have received a copy of the Notice Calling for Bids. If in the judgment of the District, the change is of such nature that additional time is required for bidders to prepare their bids; the District will change the date of the bid opening and notify all bidders in writing of the new date.

Bidders must acknowledge receipt of amendments to this bid. This may be done by the following means: By noting the addenda on the first page of the Bid Form and Agreement.

- M. COMPETENCY OF BIDDER. In selecting the lowest responsible bidder, consideration will be given not only to the financial standing but also to the general competency of the bidder for the performance of the work covered by the bid. By submitting a bid, each bidder agrees that the District, in determining the successful bidder and its eligibility for the award, may consider the bidder's experience, facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and other factors, which could affect the bidder's performance of the work. To this end, each bid shall be supported by a statement of the bidder's experience as of recent date on the form entitled "Information Required of Bidder," found herein.

District may also consider the qualifications (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by District. In this regard, District may conduct such investigations as District deems necessary to assist in the evaluation of any

bid and to establish the responsibility, qualifications and financial ability of the bidder to do the work to District's satisfaction within the prescribed time. District reserves the right to reject the bid of any bidder who does not pass any such evaluation to the satisfaction of District.

- N. **INSURANCE and WORKERS' COMPENSATION. Bidders shall submit with their Bid evidence that they can obtain insurance prior to Contract award. The following coverages are required. Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.**

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Capistrano Unified School District** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

****Required Forms:**

Commercial General Liability Insurance – 2nd page **Additional Insured Endorsement**

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 or Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

- | | |
|--|---|
| • Commercial General Liability
Incl. Contractual Liab., and
Broad Form Property Damage | \$1,000,000 minimum limit per occurrence
\$2,000,000 minimum general aggregate |
| • Professional Liability:
(Errors & Omissions) | \$1,000,000 minimum limit per occurrence
\$2,000,000 minimum general aggregate |
| • Automobile Liability: | \$1,000,000 minimum limit per occurrence |
| • Material Hoist | \$1,000,000 minimum limit per occurrence |
| • Workers' Compensation: | As required by the California Labor Code |
| • Employers' Liability: | \$1,000,000 minimum limit per occurrence |
| • Course of Construction | \$1,000,000 minimum limit per occurrence |

For all insurance coverages provided by Bidders, the following terms apply:

1. Any deductibles or self-insured retentions shall be declared in writing to CUSD; CUSD approval is required for any amounts over \$25,000.
2. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by CUSD, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
3. Workers' Compensation and Employer's Liability policies shall contain a waiver of subrogation.
4. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
 - a. Contractor/Proposer agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Trustees and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and The Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Contractor/Proposer; products and completed operations of the Contractor/Proposer; premises owned, occupied or used by the Contractor/Proposer; or automobiles owned, leased, hired or borrowed by the Contractor/Proposer. The coverage shall contain no special limitations on the scope of protection afforded to CUSD, its subsidiaries, officials, employees and The Board of Education.
 - b. For any claims related to the Services, the Contractor's/Proposer's insurance coverage shall be primary insurance as respects CUSD, its subsidiaries, officials, employees and The Board of Education. Any insurance or self-insurance maintained by CUSD, its subsidiaries, officials, employees and The Board of Education shall be excess of the Contractor's/Proposer's insurance and shall not contribute with it.
 - c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CUSD.
5. The "Description of Operations" section must include the following: **The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by CUSD shall be excess and noncontributory."**

The Contractor/Proposer shall furnish CUSD with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by CUSD before work commences.

- O. PUBLIC INFORMATION. All materials received by the District in response to this Notice Calling For Bids shall be made available to the public. If any part of a bidder's materials is proprietary or confidential, the bidder must identify and so state. Any bidder information used to aid in bid selection must not be restricted from the public.

- P. BID COST. The District will not pay the bidder or agents for any costs incurred by the bidder in the preparation, presentation, demonstration or negotiation of this bid.
- Q. RENEWAL OPTION. Bidder is requested to indicate on the attached Bid Form if renewal options will be extended to the Board.
- R. CONTRACTOR'S LICENSE. If, at the time and date of the bid opening, bidder is not properly licensed to perform the Project in accordance with Division 3, Chapter 9, of the Business and Professions Code and the Bid Documents, such bid will be rejected as nonresponsive. (Public Contract Code Section 3300) Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to CUSD that the bidder was properly licensed at the time the bid was submitted. Any bidder not so licensed is subject to penalties under the law and the contract will be considered void and CUSD shall have the right to bring an action against the unlicensed bidder awarded the contract for recovery of all compensation paid under the contract. (Business and Professions Code Section 7031(b)) The bidder may not use the contractor license of a third party for this bid.
- S. ANTI-DISCRIMINATION. In connection with all work performed under this Bid, there shall be no unlawful discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, marital status, physical disability, mental disability, or medical condition. The successful bidder agrees to comply with applicable Federal and State laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900 and Labor Code Section 1735.
- T. SUBSTITUTIONS. If applicable, any successful bidder(s) shall submit to CUSD a 60-day written notice (no electronic mail), anytime when an item has been discontinued. Written justification/verification from the supplier/manufacturer must accompany the required notice. In the event of an item being discontinued, CUSD reserves the right to cancel such item(s) from the Bid. Failure to meet these requirements set forth may be cause for DEFAULT under the TERMINATION OF DEFAULT clause of this bid.
- U. SURETY QUALIFICATIONS for BONDS. Bidders shall ensure all surety companies have a minimum rating of "A" as rated by the current edition of Best's Key Rating Guide, published by A.M. Best Company, Oldwick, New Jersey 08858. Only California admitted surety insurers will be acceptable for the issuance of bonds. (Code of Civil Procedure Section 995.31 Any admitted surety insurer who cannot satisfy the minimum rating specified above, but who satisfies the following requirements set forth in Code of Civil Procedure Section 995.660 shall be accepted and approved for the issuance of bonds:
- a. There must be on file in the office of the county clerk, for the county in which CUSD is located, an unrevoked appointment, power of attorney, bylaws, or other instrument, duly certified by the proper authority and attested by the seal of the insurer authorizing the person who executed the bond to do so for and on behalf

of the insurer within ten (10) calendar days of the insurer's receipt of a request to submit such document from CUSD, and an original or certified copy of the document must be submitted to CUSD.

- b. A certified copy of the certificate of authority of the insurer issued by the Insurance Commissioner must be submitted to CUSD within five (10) calendar days of the insurer's receipt of a request to submit such document from CUSD.
 - c. A certificate from the clerk of the county that the certificate of authority of the insurer has not been surrendered, revoked, cancelled, annulled, or suspended, and in the event it has, whether renewed authority has been granted must be submitted to CUSD within five (10) calendar days of the insurer's receipt of a request to submit such document from CUSD.
 - d. Copies of the insurer's most recent annual statement and quarterly statement filed with the California Department of Insurance must be submitted to CUSD within five (10) calendar days of the insurer's receipt of a request to submit the statements.
- V. DRUG-FREE WORKPLACE CERTIFICATION. Pursuant to Government Code Sections 8350, et seq., the successful bidder will be required to execute a Drug-Free Workplace Certification upon execution of the Agreement. The bidder will be required to take positive measures outlined in the certification in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.
- W. NONCOLLUSION DECLARATION. In accordance with the provisions of Section 7106 of the Public Contract Code, each bid must be accompanied by a noncollusion affidavit properly notarized.
- X. TOBACCO-FREE POLICY. The successful bidder shall agree to enforce a tobacco-free work site.
- Y. CRIMINAL RECORDS CHECK. The successful bidder will be required to comply with the applicable requirements of Education Code Section 45125.1 with respect to fingerprinting of employees and must complete CUSD's Criminal Records Check Certification.
- Z. LEAD. Pursuant to the Lead-Safe Schools Protection Act (Education Code Sections 32240, et seq.) and other applicable law, the successful bidder shall not use lead-based paint, lead plumbing and solders, or other potential sources of lead contamination in the construction of any new school facility or the modernization or renovation of any existing school facility.

SCOPE OF WORK

Concrete Repair and Maintenance

Furnishing all labor, materials, and equipment required for routine, recurring and usual concrete repairs and maintenance work for the preservation and protection of any CUSD facility for its intended purpose. CUSD anticipates \$250,000 in annual expenditures under this contract category. This amount is approximate only and is intended to serve as a base for cost projections. CUSD is not bound to assign this dollar volume nor limited to this dollar volume.

A. PROVISIONS

- a. The contractor shall provide all labor, equipment, tools, and material necessary to complete work commissioned pursuant to this bid award(s).
- b. The contractor shall exercise extreme caution in demolition and compaction where underground utilities are indicated and pavement repairs indicate underground utilities, or are reasonably inferred.
- c. The raising and lowering of utility boxes to finish grade shall be part of the contract.
- d. Any damage to buildings, grounds, pavement, etc., resulting from the construction operation shall be repaired by the contractor in an approved manner at no cost to CUSD.
- e. The contractor shall comply with all applicable codes, ordinances, and safety regulations.
- f. The contractor shall exercise all reasonable and necessary means to abate undue dust and noise at all time.
- g. The contractor shall notify the Director, Maintenance & Operations or designee a minimum of two days in advance before starting any phase of this contract. At that time, a starting priority per site will be established.
- h. The contractor shall notify the Director, Maintenance & Operations or designee one day in advance before subgrade, base, or asphalt work is started at any site.
- i. Parking or road areas shall receive 1/2" type III C-3 asphalt concrete and conform to Caltrans specifications.

B. MATERIAL SUBSTITUTIONS

Substitutions of material will require written approval from the Director of Maintenance and Operations, or designee, prior to job start.

C. MATERIAL COST MARK-UP

Mark-up is limited to actual cost plus 10%, with invoicing provided for verification.

D. MATERIAL LIEN RELEASE

Contractor shall furnish a lien release for all materials used to complete the project.

E. FAITHFUL PERFORMANCE AND PAYMENT BONDS

The awarded Contractor(s) will furnish and maintain a Faithful Performance and Payment Bonds in the amount of \$250,000. The respective Payment Bond(s) shall remain in full force and effect through the contract period, while the respective Faithful Performance Bond(s) shall remain in full force and effect through the guarantee period(s) of the awarded Contract(s). **Bonds shall be on the forms set forth in these Project Documents or other similar format.**

The required bonds shall each contain its own separate bond number, or a declaration from the surety company acknowledging that the Faithful Performance Bond and the Payment Bond are two separate bonds, each with an independent penal sum limit equal to the amounts indicated above.

F. AWARD OF CONTRACT

The Contract will be awarded to the lowest responsive responsible bidder by action of the governing Board. CUSD may award to one or no bidder. In the event an award is made to bidder, and such bidder fails or refuses to execute the Contract and provide the required documents within five (5) calendar days after award of the Contract to bidder, the District may award the Contract to the next lowest responsible and responsive bidder or release all bidders.

G. PAYMENTS

This is a unit-price services contract for routine maintenance and repair of CUSD property. There will be no retention withheld on invoices for work completed under this contract.

H. TERM OF CONTRACT

The initial term of this agreement will be for one year beginning June 1, 2022 through June 30, 2023, with two (2) renewal periods, at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

SPECIFICATIONS

CONCRETE REPAIR AND MAINTENANCE

A. CONCRETE SPECIFICATIONS:

SECTION 1 - CONCRETE CURBS, GUTTERS, WALKS, & PAVEMENT

PART 1 – GENERAL

1.01 WORK SPECIFIED IN THIS SECTION

- A. Furnish all materials, equipment, and labor required to complete the work of this section as indicated on the drawings and as specified herein.

PART 2 - PRODUCTS

2.01 MATERIALS

- A. Cement: ASTM C150, Type I: Type II, low alkali, may be required dependent upon the aggregate source.
- B. Admixtures – 1.5 lbs of Fibers to each CY of concrete as requested.

2.02 QUALITY CONTROL

- A. Aggregates: ASTM C33. Obtain from an approved source to insure uniform quality and grading; deliver so that moisture content variations will not decrease production of reasonable uniform concrete. Do not use aggregates that are reactive with alkalies.

2.03 STRENGTHS

- A. Concrete shall develop a minimum ultimate compressive strength of 4000 psi. For testing requirements see General Conditions.

2.04 REINFORCING

- A. Reinforcing Steel: Bars, ASTM 615, Grades 40 and 60; wire, ASTM A82; wire mesh, ASTM A185. Reinforcing steel shall be used only where called for.

PART 3 – EXECUTION

3.01 CURING

- A. Concrete slabs and paving shall be properly cured and protected against damage and defacement of any nature during construction operations. If weather is hot or surface has dried out, spray surface with fine mist of water starting not later than two hours after final troweling. Surface of finish shall be kept continuously wet for at least ten days. Wetting is considered emergency work and shall be performed on weekends and holidays if necessary.
- B. In lieu of water curing, within 24 hours after finishing, the concrete may be cured with a clear liquid curing compound such as "Sealtight #1100" by W.R. Meadows or equal applied in accordance with manufacturer's recommendations.

3.02 EXPANSION JOINTS

- A. Curbs and gutters - 20 ft. O.C. maximum - "Cellotex" Flexcell" 1/2 inch thick.
- B. Walks and slabs -(when indicated on the drawing only) 1/4 inch thick "New 300" Homex joint filler by SCA Construction Supply. Tool with 1/8 inch radius or carpet edge. Seal with "DARASEAL-U" traffic grade, two-component polyurethane sealant by W.R. Grace & Co. Products. Color shall be "Natural Grey."

3.03 CONTROL JOINTS

- A. Control joints for concrete walks and exterior concrete pavement are indicated on the courtyard plan. Refer to cold and score joint detail on architectural sheets.

3.04 FINISH

- A. Control joints for concrete walks and exterior concrete pavement are indicated on the courtyard plan. Refer to cold and score joint detail on architectural sheets.
- B. Gutters: Light broom finish with 3-inch wide steel trowel finish at flow-lines.
- C. Curbs: Steel trowel finish.
- D. Ramps, stair treads, and landings: Heavy broom finish/perpendicular to path of travel or slip
- E. resistant. Provide at all tread nosing 2" wide, slip resistant white line shall be painted adjacent to nose and shall extend the entire width of each tread. 1" back from nosing.
- F. On-site drive aprons: Heavy broom finish.

3.05 OFF-SITE CONCRETE WORK

- A. Concrete driveway aprons, street sidewalks, curbs, and gutters, etc., indicated to be constructed outside of property lines shall conform to the standards and specifications of the public agency having jurisdiction and shall be subject to inspection by its representative.
- B. The Contractor shall obtain and pay for all necessary permits and all inspection fees.

SECTION 2 – STEEL REINFORCEMENT

PART 1 – GENERAL

1.01 REFERENCE

- A. Requirements in Addenda, and Conditions collectively apply to this work.

1.02 DESCRIPTION: Principal Work Items Are:

- A. Rebar
- B. Welded wire mesh
- C. Accessories
 - 1. Fabricated rebar for masonry
 - 2. Fabricated rebar for site drainage concrete structures

1.03 SUBSTITUTIONS

- A. Only written approval of District will permit substitutions for materials specified.

1.04 QUALITY ASSURANCE

- A. Requirements of Regulatory Agencies:
 - 1. Codes: Conform to Title 24, CCR and UBC.
 - 2. Offsite Work: Conform to local governing agency requirements.
- B. Reference Standards: Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice.

1.05 SUBMITTALS

- A. Mill certificates.
- B. Certificate for Offsite Work: Provide for all offsite work.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Deliver reinforcement to project site in bundles marked with metal tags indicating bar size, length, configuration and building location.
- B. Handle and store materials to prevent injury or unwanted bends.
- C. Store materials on blocking to prevent contact with ground. Do not store materials in water puddles.

1.07 JOB CONDITIONS

- A. Sequencing, Scheduling: Coordinate work with trenching for foundations, concrete forming and placement. Schedule delivery of rebar for masonry with respective sections.

PART 2 – PRODUCTS

2.01 MATERIALS

- A. General: Conform to applicable Codes; refer to Title 24, Section 22603(f) in particular.
- B. Rebar: UBC Standard 264, which is based on ASTM A615; deformed; grade 60 typical, other stresses where noted.
- C. Welded Wire Mesh: UBC Standard 266, which is based on ASTM A185; 75,000 psi tensile strength for 10 gauge and larger wire, 70,000 psi tensile strength for 11 gauge and smaller wire. Flat sheets only.
- D. Tie Wire: UBC Standard 2415, which is based on ASTM A82; annealed steel, 16 gauge minimum.
- E. Accessories:
 - 1. General: CRSI Standards for chairs, spacers, supports and other accessories.
 - 2. Support Blocks for Rebar and Welded Wire Mesh: Dense precast concrete.

2.02 FABRICATION OF REBAR

- A. General: Per CRSI Standards.
- B. Fabricate to lengths and shapes required.
 - 1. Bends: Bend cold around a pin; minimum diameter shall conform to Title 24, Section 22607(b) and Table 226C.
 - 2. Do not bend or straighten bars in a manner which will injure material.

PART 3 – EXECUTION

3.01 INSTALLATION

- A. Scope
 - 1. Install all steel reinforcement for concrete work.
 - 2. Install all dowels in concrete, to match locations of masonry wall reinforcement.
- B. General
 - 1. Conform to Codes.
 - 2. Do not use rebar which has bends or kinks other than those required.
 - 3. Do not heat, bend, cut, or alter rebar at Project site without concurrence of District.
- C. Placement; Rebar:
 - 1. Accurately position rebar; securely anchor against displacement.
 - 2. Support rebar above earth or previous concrete pour on concrete support blocks.
 - 3. Support rebar above forms on vinyl coated metal chairs, plastic chairs or stools. Anchor securely to maintain required clearances from form faces.

4. At columns or piers, do not drive nails into outside forms to support rebar, nor use any other supporting device which will contact outside form.
- D. Spacing; Rebar: Maintain following minimum clear distances between bars, or greater distances where required.
1. All Cases: 11/2" minimum.
 2. Parallel Bars (except at splices): 11/2 times nominal diameter.
- E. Clearances; Rebar: Maintain following minimum clear distances to provide concrete coverage for protection of rebar, or greater distances where required.
1. Footing surfaces poured directly on earth: 3"
 2. Walls against earth, but placed in forms: 2"
 3. Walls, formed (except [2] above): 11/2"
 4. Columns, 2" to main steel.
- F. Splices; Rebar:
1. Splice only at approved locations.
 2. Lap Splices: Wire tie securely together.
 - i. Use typically for splices, corners, intersections.
 - ii. Minimum lap distance, unless otherwise required: Concrete: 30 bar diameters, but not less than 24" in any case.
 3. Other Splice Methods: Only with specific Architect approval.
 4. Separate splices Code required distances.
- G. Welded Wire Mesh:
1. Install in longest practicable length.
 2. Lap adjoining pieces one full mesh minimum, and tie splices with 16 gauge wire.
 3. Offset laps in adjacent widths to prevent continuous laps.
 4. Where mesh is 12" x 12" or greater, support on precast concrete blocks spaced 3', maximum, o.c. each way.

3.02 ADJUSTMENT AND CLEANING

Just prior to concrete placement, clean reinforcement free of coatings, rust, scale, that will reduce or destroy bond. Reinforcement appreciably reduced in section by cleaning shall be replaced as directed by District. Reposition any misaligned reinforcement.

SECTION 3 – CAST-IN-PLACE CONCRETE

PART 1 – GENERAL

1.01 REFERENCE

- A. Requirements in Addenda, and Conditions collectively apply to this work.

1.02 DESCRIPTION: Principle Work items Are:

- A. Concrete Work:
 - 1. Rough concrete
 - 2. Finish concrete
 - 3. Specially finished concrete
 - 4. Bases for light poles
 - 5. School name sign with castin letters
 - 6. Grouting at folding panel partition sills
- B. Formwork
- C. Curing and protection
- D. Plastic membrane
- E. Offsite work: Sidewalks, driveways, curbs and gutters.
- F. Work installed but furnished by another Section
 - 1. Setting rough hardware and other embedded items
 - 2. Setting grates and frames for areaways

1.03 SUBSTITUTIONS: Only written approval of the District will permit substitutions for material specified.

1.04 QUALITY ASSURANCE

- A. Design criteria; formwork: Contractor shall be solely responsible for all formwork and Contractor shall:
 - 1. Design, construct and maintain formwork to safely support all loads.
 - 2. Obtain Governing Agency approval, when such is required.
- B. Testing Agency:
 - 1. Onsite work: District designated testing laboratory.
 - 2. Offsite work: Governing Agency approved testing laboratory.
- C. Requirements of Regulatory Agencies:
 - 1. Codes: Conform to Titles 21 and 24 of the CAR and conform to U.C.
 - 2. Offsite work:
 - i. Conform to Local Governing Agency requirements.
 - ii. Obtain and pay for all permits, licenses and fees.
 - iii. Arrange for all tests and inspections.
- D. Tests and Inspections; General: Refer to Section 01400.

- E. Allowable Tolerances for Concrete Surface Smoothness: 1/8" maximum permissible variation from a true plane measured from a 10' straight edge placed anywhere on the surface, noncumulative.
- F. Job MockUps (if required by District):
 - 1. General:
 - i. Make samples onsite; revise as required; obtain District's approval, 10 days prior to casting finished work.
 - ii. Finished work to match approved samples.
 - iii. Approved sample may be incorporated into the work.
 - 2. Specially Finished Concrete: Flatwork:
 - i. Sample size: 20 SF minimum.
 - ii. Required for following finishes: Salt.
 - 3. Specially Finished Concrete; School Name Sign:
 - i. Sample size: 2 SF minimum wall area.
 - ii. Required for following finishes: Sandblasted.
- G. Source Quality Control:
 - 1. Testing laboratory shall provide continuous inspection at concrete batch plant for all structural concrete, defined as follows:
 - i. Footings, foundation walls, floor slabs on grade, exterior reinforced slabs.
 - ii. Walls.
 - 2. Furnish Weighmaster's Certificates for all concrete.

1.05 SUBMITTALS

- A. Shop Drawings for Cast-In Letters: Fullsize template layout of wording for school name sign.
- B. Concrete Design Mix: By testing laboratory.
- C. Test Reports: Source and Field Quality Control tests.
- D. Certificates:
 - 1. Weighmaster's Certificates: Per Office of the State Architect requirements.
 - 2. Certificate For Offsite Work: Provide for all offsite work.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Storage; Concrete Materials:
 - 1. Cement: Store in weather tight enclosures and protect against dampness, contamination and warehouse set.
 - 2. Aggregates
 - i. Stockpile to prevent excessive segregation or contamination with other materials or other sizes of aggregates.
 - ii. Use only one supply source for each aggregate stockpile.
 - 3. Admixtures:

- i. Store to prevent contamination, evaporation or damage.
 - ii. Protect liquid admixtures from freezing or harmful temperature ranges.
 - iii. Agitate emulsions prior to use.
- B. Delivery; ReadyMixed Concrete: Conform to title 24, Section 22605(b) (which refers to U.C., Standard 2613).
- C. Formwork Materials:
 - 1. On delivery to jobsite, place materials in area protected from weather.
 - 2. Store materials above ground on framework or blocking and cover with protective waterproof covering providing for adequate air circulation or ventilation.
 - 3. Handle materials to prevent damage.

1.07 JOB CONDITIONS

- A. Environmental Requirements: Allowable Concrete Temperatures:
 - 1. Cold Weather: When depositing concrete in freezing or near freezing weather, concrete mix temperature shall be between 50 degrees and 90 degrees F. when cement is added. Maintain a concrete temperature of 50 degrees F. minimum for 72 hours minimum after placing or until concrete has thoroughly hardened. When necessary, heat concrete materials before mixing. Take necessary precautions to protect transitmix concrete.
 - 2. Hot Weather: 90 degrees F. maximum.
- B. Protection:
 - 1. Do not place concrete during rain, sleet, or snow unless protection is provided.
 - 2. After placement, protect from injury by elements, traffic, construction operations and other causes.
- C. Sequencing, Scheduling: Coordinate work with earthwork, trenching for foundations, underground utilities, plumbing, electrical, mechanical, Section furnishing imbedded items, steel reinforcement and related work of other Sections.

PART 2 – PRODUCTS

2.01 MATERIALS; GENERAL

- A. Conform to Codes and additional requirements stated herein.

2.02 BASIC CONCRETE MATERIALS

- A. Portland Cement:
 - 1. Type I or II; per Title 24, Section 22603(c), which refers to U.C., Standard 261 and ASTM C150.
 - 2. Use tested cement only. Use same cement brand for all exposed work.

B. Water: Clean, fresh, free of injurious amounts of minerals, organic, substances, salts, acids or alkali.

C. Aggregates:

1. General: Per Title 24, Section 22603(d), and U.C., Standards.
2. Hardrock Aggregates: Per U.C. Standard 262 (which refers to ASTM C33).
 - i. Fine: Sand well graded from coarse to fine.
 - ii. Coarse: Uniformly graded from 1/4" to maximum permissible size. Maximum size per Title 24, Section 22603(d) (3); but not to exceed 1" in any case.
 - iii. Lightweight concrete: Per U.C. Standard 263 (which refers to ASTM Standard C33080).

2.03 MATERIALS; CONCRETE ADDITIVES: Admixtures

A. General: Inclusion in concrete mix is at the Contractor's option and expense.

1. Types:

- i. Conform to Title 24, Section 22603(9), which refers to U.C., 269 (which is based on ASTM C260, C494, C618). Admixtures shall increase workability and reduce water demand.
- ii. Acceptable Products: Floor slabs on grade: Red Label or AntiHydro.

2.04 MATERIALS; CONCRETE SURFACE TREATMENTS

A. Liquid Curing Compounds:

1. General: Conform to ASTM C309.
2. Acceptable Manufacturers: Hunt Process Co., Burke Co., Scofield Sonneborn.
3. Black, Permanent Type (For areas to receive Resilient Flooring or Car pet): Hunt Black, as a standard of quality.
4. Clear, Oxidizing Type (For areas to be exposed, interior or exterior): Hunt Clear No. ARB as a standard of quality.

B. Floor Hardeners: Color Hardeners; Dry shake:

1. Color: Natural gray.
2. Acceptable manufacturers and products:
 - i. Scofield Co., Lithochrome; as a standard of quality.
 - ii. Master Builders, Colorcon.
 - iii. Sonneborn, Harcol.

C. Abrasive Grains:

1. Type: 60% minimum aluminum oxide abrasive, ceramically bonded to vitrification, neutral color, homogeneous, rustproof; crushed and graded from 1/32" to all passing 1/4" screen.
2. Acceptable Manufacturers and Products:
 - i. Norton Co., Alundum Fine DF; as a standard of quality.
 - ii. Scofield Co., Lithochrome Abrasive Grains.

2.05 MATERIALS: CONCRETE JOINTS

A. Metal Joint Form/Screed:

1. Type: 24 gauge galvanized formed steel, tongue and groove design, 7/8" diameter rebar knockouts at 6" on center; depth equal to slab depth. Complete system with form/screed, stakes, splice plates, clips and all accessories.
2. Acceptable manufacturers and products:
 - i. Burke, Keyed Kold; as a standard of quality.
 - ii. Greenstreak, No. 500 Series, Joint Screed.
 - iii. Heckmann, No. 95, Tongue and Groove Joint.
 - iv. Jahn, Screed Key Joint.

B. Ziptop Control Joints:

1. Type: Extruded onepiece plastic T shape, removable zipoff top.
2. Acceptable manufacturer, Zipcap.

C. Expansion Joints; Asphalt Impregnated Fiber:

1. Type: Cane fiber, preformed, waterproof asphalt impregnated; 1/2" thick x slab depth; per AASHTO M213.
2. Acceptable Manufacturers and Products:
 - i. Burke Co., Fiber Expansion Joint.
 - ii. Sonneborn, Sonoflex.

2.06 MATERIALS; SPECIALLY FINISHED FLATWORK

- A. Rock Salt: Commercial coarse granular type, (similar to that used in water softening systems) sized from 1/4" to 3/8", with 65% 3/8" in size.

2.07 MATERIALS; WOOD FORMWORK

- A. Grade Marks and Rules For Lumber and Plywood: Per Section 06100, Rough Carpentry.
- B. Framing Lumber; General: Douglas Fir; Standard Grade Light Framing or better.
- C. Boards For Unexposed Concrete and Basic Forms: Douglas Fir, S4S; Standard Grade or better.
- D. Plywood:
 1. For unexposed concrete and basic forms: Douglas Fir; Exterior grade CC or better.
 2. For exposed concrete: Douglas Fir Plyform, Exterior class 1; BB wood face or high density overlay sheet (HDO).
- E. Form Ties; Typical:
 1. Type: Snapties, carbon steel, 1/4" maximum diameter, 1" minimum break back, 5,000 lb. minimum strength; adjustable or accurately sized.
 2. Acceptable manufacturers and products:
 - i. Burke, PentaTie; as a standard of quality.
 - ii. Concrete Tie, Contac.
- F. Form Coatings and Release Agents: Types:

1. Per manufacturer's recommendations, suitable for type of form materials and finished concrete surface.
 2. Materials shall not stain or change color of exposed concrete.
 3. Materials shall be compatible with finishes to concrete.
- G. Chamfers and Control Joints:
1. General: Wood or plastic, saw kerf backs, 15 taper sides, width or least equal to depth, configurations as required.
 2. Chamfers: 3/4" minimum width.

2.08 MATERIALS; ACCESSORIES AND MISCELLANEOUS:

- A. Leveling Filler For Floor Slabs:
1. Type: Liquid latex compound; and filler powder.
 2. Acceptable manufacturers and products:
 - i. Flintkote, Latex Underlayment Binder and Powder.
 - ii. Dowman Products, Fixallatex latex underlayment.
 - iii. Webtex No. 660 Latex Underlayment.
- B. Nailing Blocks and Other Embedded Wood: Pressure-treated Douglas Fir, per Section 06100
- C. Plastic Membrane At Slabs:
1. Type: Polyethylene film, 8 mils thick minimum; with manufacturer's recommended self-adhesive joint tape.
 2. Acceptable manufacturers and products: Visqueen, Moistop, Durathene.
- D. Sand for Sandblasting: Hard, sharp, quartz sand.
- E. NonShrink Grout PorRok by Hallemite Co; Masterflow No. 713 Grout by Master Builders; Lithochrome, TRU Grade, by Scofield.

2.09 MIXES; CONCRETE:

- A. Mix Proportioning:
1. General:
 - i. Designed Mix, per Title 24, Section 22604(c), by Method B; for all concrete.
 - ii. Mix design by designated Testing Laboratory.
 - iii. Design shall include all admixtures and/or additives, if any. Use as approved by the Office of the State Architect.
 - iv. Do not add salt, chemicals, or other materials to mix to prevent freezing.
 2. Strengths, Proportions and Criteria: 2,500 psi Concrete: Typical for all locations; except where higher strengths are indicated.
 - i. Strength: 2,500 psi and 28 days; 1,500 psi at 7 days.
 - ii. Cement content, minimum 5 1/4 sacks (94#) cy.
 - iii. Slump maximum: 4".
- B. Mixing:
1. General: Per Title 24, Section 22605 and U.C., Standard 2613 (which refers to ASTM C94).
 2. Batch Mixed: Use ASTM C94 batch mixer; or capacity to handle one or more full sack batches. No splitsack batches.
 3. Transit Mixed: Per U.C., Standard 2613.

4. Mix concrete only in quantities necessary for immediate use.
5. Do not retemper concrete.
6. Discharge all wash water from mixer before reloading.
7. Include additives and admixtures.

2.10 MIXES; DRYPACK

- A. Mix Proportions: One part cement, 1 1/2 parts sand (fine aggregate).
- B. Mixing: With sufficient water to make a stiff mixture which can be molded by hand into a sphere.

2.11 MIXES; GROUT MIX FOR SACKED FINISH:

- A. Mix Proportions: One part cement, 1 1/2 parts fine sifted sand.
- B. Mixing: With sufficient water, to the consistency of thick paint.

PART 3 – EXECUTION

3.01 INSPECTION

- A. Examine excavations for foundations, footings, structures and examine earthwork operations and subgrade for defects that will adversely affect the execution and quality of work.
- B. Do not start work until unsatisfactory conditions are corrected.

3.02 PREPARATION

- A. Layout: Accurately layout work to properly position all elements to lines and levels.
- B. Joining To Previous Pours or Existing Work: Sandblast, roughen and clean existing joining concrete and rebar surfaces to provide a proper bond to new work.

3.03 WOOD FORMWORK

- A. Scope:
 1. General: All concrete shall be cast in forms.
 2. Footings: When specifically approved by Architect/Engineer and the Division of State Architect, earth banks may be used as forms in lieu of wood forms.
- B. Form Face Types:
 1. Unexposed Concrete: Plywood or horizontal boards.
 2. Exposed Concrete:
 - i. General: All new materials, or materials reconditioned to like new.
 - ii. Typical Work: Plywood panels, 4' x 8' typical size. Layout symmetrically, long diameter vertical; panels stacked; all joints aligned, level, plumb, and tight.
- C. General Construction:
 1. Forms shall be substantial, unyielding, true to line and level; sufficiently tight to prevent leakage of mortar; adequately tied and braced; and conform exactly to dimensions of finish concrete.

2. Forms shall provide adequate work clearances, temporary access openings necessary for concrete placement, provisions for attachment to previous work; and provide for stripping without injury to concrete work.
3. Cleanouts: Provide continuous cleanouts on one side at bottom of vertical work (such as walls), and other openings as necessary to facilitate cleaning and inspection of the work.

D. Fabrication:

1. Nail board and/or plywood form faces securely to studs. Space studs to adequately support form faces and prevent bulging. Provide stud or solid backing at all joints.
2. Install chamfer strips at all exposed corners and edges.
3. Securely fasten chamfers, control joints and other detail work.

E. Erection:

1. General: Erect formwork plumb and level; double wales; adequately brace, shore and support; set so finished concrete surfaces will drain.
2. Ties and Spreaders:
 - i. General: Position to securely anchor forms; maintain accurate wall dimensions, true surfaces and prevent bulging.
 - ii. Exposed Concrete: Position in similar symmetrical patterns.
3. Footings and Foundation Walls: Form both sides; secure to stakes.
4. Walls: Form both sides; set so tops of exposed work will be a straight, level line.

- F. Form Coatings and Release Agents: Apply, per manufacturer's recommendations, to evenly coat all contact surfaces.

3.04 INSTALLATION; EMBEDDED ITEMS:

- A. Install per Title 24, Section 22606 (c) and U.C., 2606(c).
- B. Place accurately; anchor securely to prevent displacement.
- C. No wood to be permanently embedded in concrete, except where indicated.
- D. Coordinate, notify, provide access for other Sections to set their required work.

3.05 INSTALLATION; GRATES AND FRAMES FOR AREAWAYS:

- A. Install accurately, level, at proper elevations, securely anchored, and with ail fastenings in place.

3.06 INSTALLATION; SCREEDS FOR SLABS, WALKS AND FLAT WORK:

A. General:

1. Set and securely support screeds accurately to lines, levels and grades required for finished work.
2. Where membranes occur, supports shall not puncture membranes.
3. Spacing: 8'0" on center typically; closer intervals where construction conditions require.

B. Permanent Metal Joint Form/Screeds:

1. Scope: Install in all exterior slabs, walks, paving and flatwork.
2. Spacing/Location: 20'0" on center maximum each way; all points where concrete changes direction; and where indicated.

3. Installation: Burke Keyed Kold system; as a standard of quality.
 - i. Stakes: Space 2'0" on center typical; and 6" maximum from ends of runs.
 - ii. Screeds: Hang screeds on stakes, crimp top leg into hole in stake, clip bottom leg to stake, butt joints and install splice plates.
 - iii. Coating: Oil screeds prior to concrete placement.
 - iv. When concrete pour is against one side only, bend knockout tabs into pour at 45 approximate.

3.07 INSTALLATION; PLASTIC MEMBRANE:

A. Scope: Install under all interior floor slabs on grade.

B. Installation:

1. General: Place over prepared 2" sand over compacted earth, cover with 2" sand, prior to steel reinforcement placement. Use as large sheets as practicable. Cut and fit neatly around all penetrations.
2. Joints: Lap 6" typical; lap floor sheets 2'0" minimum over footing sheets.
3. Taping: Spot tape joints to hold sheets in place. Tape seal all punctures and around all penetrations and all lap joints.

3.08 PREPARATION; CONSTRUCTION JOINTS:

A. General:

1. Comply with Title 24, Section 22606(d) and U.C., 2606(d).
2. Locate joints where they will least impair strength of structures.
3. For joints at locations other than those indicated, obtain Architect/Engineer or District approval.

B. Preparation:

1. Clean and roughen entire joint face to remove entire surface and expose clean aggregate solidly embedded in mortar matrix by one of the following methods.
 - i. Sandblast or chip, not earlier than five days after initial pour.
 - ii. Hose wash clean between two and four hours after concrete is placed. Remove all wash water, laitance and debris.
2. Vertical Joints: Wet and flush with neat cement grout, just prior to concrete placement.
3. Horizontal Joints: Wet and deposit 2" to 6" layer of specified modified concrete mix, prior to placing regular mix.

3.09 PREPARATION; SLABSONGRADE:

A. Tamp sand subbase to a firm unyielding surface.

3.10 CONCRETE PLACEMENT:

A. General: Comply with Title 24, Section 22605 and U.C., 2605.

B. Preparation and Inspection Prior to Concrete Placement:

1. Preparation: Do not place concrete until:
 - i. Footing excavations are cleaned and dry.
 - ii. Steel reinforcement is correctly positioned, securely anchored and cleaned.

- iii. Forms are cleaned, coated; and ties are tightened.
- iv. Embedded items are positioned and anchored.
- v. Construction joints are cleaned and prepared.
- vi. Subgrade is prepared and moistened.
- vii. All preparations for a pour are completed.
- viii. Work has been inspected.

- 2. Inspection: All formwork, steel reinforcement, footing excavations and preparation work (as stated in Paragraph No. 1) to be inspected and approved by Architect/Engineer or District, prior to pouring any concrete.

C. Placement:

- 1. Convey concrete from mixer to final position by method which will prevent separation or loss of material and cause minimum handling.
- 2. Deposit concrete in continuous operation will panel or section is completed.
- 3. Regulate rate of placement so concrete remains plastic and flows into position.
- 4. Keep tops of vertical lifts approximate level during placement.
- 5. Maximum permissible freefall for concrete is 3'. Use elephant trunks or other approved means necessary to meet this limitation.
- 6. Maximum permissible thickness of concrete layers is 2'.
- 7. Where reinforcement is congested or consolidation is difficult, specified modified concrete mix may be used in a 2" to 6" layer.
- 8. Special conveyance and placement methods may be used with prior approval of Architect/Engineer or District.
- 9. Do not use partially hardened or contaminated concrete; do not retemper concrete; or do not use concrete which has been remixed after initial set.

D. Consolidation:

- 1. Use mechanical vibrating equipment. Supplement with hand rodding, spading and tamping.
- 2. Vertically insert and remove handheld vibrators.
- 3. Work concrete thoroughly around reinforcement, embedded items and into all parts of forms.
- 4. Consolidate to a dense, uniform mass without voids, rock pockets, or entrapped air. Consolidate each layer.

E. Slabs, Walks and Flatwork:

- 1. Lift reinforcement as placement progresses to proper position in slab.
- 2. Tamp and screed to required lines and levels.
- 3. Depress coarse aggregate with grilleblade tamper.

3.11 FINISHING FLATWORK; TYPICAL:

A. Scope: Finish all flatwork as specified herein.

B. Interior Slabs:

- 1. General:
 - i. Monolithically finish all slabs.
 - ii. Do not dust with dry cement to remove water.
- 2. Floating:
 - i. Power float upon disappearance of water shown.
 - ii. Hand float areas inaccessible to power float.
- 3. Trowel Finishing:

- i. Areas depressed for ceramic and quarry tile: Further finishing is not required.
 - ii. Areas to receive carpet and resilient floor coverings: Power trowel to a dense, smooth, even surface, until no more excess water may be brought to surface.
 - iii. Exposed concrete areas: Gray color hardened.
 - a) Just prior to floating, evenly apply 20 lbs. hardener per 100 SF.
 - b) After floating, spot touchup uneven areas; then evenly apply ten lbs. hardener per 100 SF.
 - c) First Troweling: Power trowel per Paragraph B above.
 - d) Hand steel trowel (causing trowel to ring) to a smooth, slick, burnished surface, free of defects and blemishes.
- C. Exterior Flatwork (Slabs, Walks, Paving and Similar Work):
 - 1. General:
 - i. In indicated areas, finish concrete as specified herein, in lieu of typical finishes.
 - ii. All work to match approved samples.
 - iii. The Contractor is to limit pour areas and provide sufficient ratio of finishers to produce specified finishes.
 - 2. Sweated Finish; Typical:
 - i. Two steel troweling IS, while concrete is still green.
 - ii. Nonslip sweated finish with regular light trowel marks in an approximately 2' circular arc pattern.
 - 3. Salt Finish; where Indicated:
 - i. Preparation: Screed and float. Steel trowel smooth and even in circular arc pattern, free of blemishes and ridges.
 - 4. Salt Application:
 - i. While concrete is still plastic evenly and uniformly seed surface at 10 Is. minimum per 100 SF; 3" maximum between pockmarks anywhere on surface.
 - ii. Press, roll or trowel salt grains to embed them flush with concrete surface; do not shatter salt grains.
 - iii. After concrete sets, completely dissolve and wash salt away from planting areas.
 - 5. Marking:
 - i. Type; Typical: Vgroove radius tool.
 - ii. Patterns: Follow indicated patterns; where not indicated, mark as follows:
 - a) Walks: Into squares, equal to walk width.
 - b) All areas 8' or wider: Into approximate squares, 8' maximum diameter.
 - 6. Tooling: Radius tool all exposed edges, edges adjacent to all permanent wood headers and edges at each side of all metal joint screeds.
- D. Abrasive Surface Treatment:
 - 1. Scope: Apply to all exterior and interior exposed concrete steps and ramps and where indicated: Ramp defined as surface sloping ½" or steeper.

2. Application: Apply evenly at 25 ls. per 100 SF just prior to final troweling
Tamp and trowel to securely embed, but not cover abrasive.

3.12 FLATWORK CONTROL JOINTS:

- A. General: Conform to Title 24, Section 22606(d).
- B. Interior Slab on Grade:
 1. General: Create construction joints to divide slabs into 400 SF maximum approximate rectangular shapes, by any of the following methods.
 - i. Alternate pours, checkerboard pattern.
 - ii. Saw cutting within 12 hours from time of pour.
 - iii. Install ZipTop control joints concurrently with tamping and floating work. Using sawing motion, push straightedge into concrete to form groove. Insert ZipTop control joint into groove, using sawing motion, until joint top is flush with concrete surface. When concrete sets sufficiently, pull off removable top flange.
 2. Location: Locate joints typically to occur under partitions, avoid exposed concrete floor areas; align with structural features, points where slab changes configuration or direction and points where stresses localize.
- C. Exterior Flatwork (Walks, Paving and Similar Work); General: Construction joints formed by permanent Metal Joint Form/Screeds per Paragraph 3.06 B.

3.13 FORMWORK REMOVAL:

- A. General: Do not remove or disturb forms, shoring or bracing until concrete has hardened sufficiently to permit safe removal, support all imposed loads including its own weight, nor in any case until the following minimum times have elapsed:
 1. Foundation Walls: Three days.
 2. Slabs on Grade: Three days.
 3. Walls: Three days.
- B. Ties: Remove or snap off ties, spreaders, tie rods, and other devices so no metal is left within 1" of concrete face.
- C. Exposed Concrete Work: Carefully remove formwork and detail strips so surfaces, corners, edges, details, and all features will be true, level, sharp, unbroken, unmarred or damaged in any way.

3.14 PROTECTION AND CURING OF CONCRETE:

- A. Protection: Protect all work from injury and defacement of any nature during construction operations.
- B. Curing:
 1. General:
 - i. Keep concrete surfaces wet until curing medium is applied.
 - ii. Cure drypack same as concrete.
 2. Walls, Mass and Reinforced Concrete:
 - i. Scope: Maintain in a thoroughly wet condition all forms containing concrete, top of concrete between forms, all exposed concrete surfaces after removal of forms.
 - ii. Time Period: Wet continuously each day for 10 consecutive days, including Saturdays, Sundays and holidays.

3. Flatwork:

- i. Scope: Apply specified liquid curing compounds to all interior floor slabs, and all exterior flatwork (slabs, walks, paving, and similar work).
- ii. Application: Apply uniform, continuous, tightly adhered film, free from pinholes or defects at rate of 1 gallon per 250 SF.

3.15 FINISHING WALLS AND VERTICAL CONCRETE SURFACES; TYPICAL:

A. Scope: Finish all walls and vertical concrete surfaces as specified herein, except for school name sign.

B. Exposed Concrete At Tops of Forms:

1. Strike concrete smooth and level.
2. Float and/or trowel to texture comparable to formed surfaces.

C. Preparation, Formed Surfaces:

1. Remove fins and irregularities while concrete is green.
2. Tie Holes: Fill full and flush with compacted drypack.
3. Surface Defects:
 - i. Cut out blemished and defective areas as directed by the Architect.
 - ii. Patch flush with drypack, typically, or as directed by the Architect.

D. Cleaning:

1. Exposed Surfaces:

- i. Remove form coatings, bond breakers and other surface coatings.
- ii. Scrub formed surfaces with solution of 1 1/2 lbs. caustic soda per 1 gallon water.
- iii. Scrub smooth wood or waste mold areas with 20% muriatic or hydrochloric acid solution.
- iv. Wash surfaces clean with clear water, immediately after scrubbing.
- v. If above methods fail to remove all substances, lightly sandblast surfaces clean as directed by the Architect.

2. Surfaces With Finish Materials Applied Directly to Concrete: Clean as stated for Exposed Surfaces, except where uncleaned surface will not affect application, bond, performance or appearance of finish materials.

E. Sacked Finish For All Exposed Concrete:

1. General: Schedule work to complete entire panel, element or area in one continuous operation.
2. Application:
 - i. Wet surface to control suction of water from grout.
 - ii. Apply grout mix; uniformly spread and scour to fill depressions.
 - iii. While still plastic, sponge rubber float finish surface and remove excess grout.
3. Sacking: Allow surface to dry, but not completely harden; then rub vigorously with clean dry burlap to remove loose excess material. Finished surface to have a smooth slick burnished finish (similar to a steel trowel finish) which is free of defects and blemishes.

3.16 PREPARATION OF HORIZONTAL CONCRETE SURFACES TO RECEIVE

- A. MASONRY WALLS: Prepare and roughen as specified for horizontal concrete construction joints in Paragraph 3.08 B1.

3.17 SCHOOL NAME SIGN; CASTIN LETTERS:

- A. Accurately set letters in place; space to match approved Shop Drawings. Coat with bond breaker. After concrete hardens, carefully remove wood letters to leave sharp, clean recesses in the concrete.
- B. Sandblast Finish:
 - 1. General:
 - i. Scope: Heavily and uniformly sandblast to expose coarse aggregate.
 - ii. All work to match approved samples.
 - iii. Complete entire side in one continuous operation.
 - 2. Preparation: Per Paragraphs 3.15 B and C.
 - 3. Sandblasting:
 - i. Wet or dry processes, as permitted by Local Governing Ordinances.
 - ii. Control dust from drifting to adjacent areas.
 - iii. Where wet process is used, build dams and otherwise control and direct flow of runoff water.
 - 4. Cleaning:
 - i. Wash down all blasted surfaces with clear water to remove dust, sand and leave them clean.
 - ii. Remove all blasting sand and debris.

3.18 FIELD QUALITY CONTROL:

- A. General: Refer to Section 01400, Testing and Inspection.
- B. Inspections:
 - 1. Steel reinforcement.
 - 2. Structural concrete.
- C. Tests:
 - 1. Concrete slump.
 - 2. Making concrete compression test cylinders.
 - 3. Core tests of defective work.

3.19 ADJUSTMENT AND CLEANING:

- A. Correction of Defective Work:
 - 1. General: Work not conforming to Contract requirements shall be removed and replaced; except where patching or other remedial work is specifically permitted by the District. The Contractor shall bear all costs of correction of defective work.
 - i. Surface patching materials and methods shall be as approved by the District.
 - ii. Structural concrete replacement, strengthening, and/or repair methods and materials shall be as approved by Architect/Engineer and the Division of State Architect.
 - 2. Filling and Leveling Slab Surfaces to Receive Resilient Flooring or Carpet:

- i. High Spots: Remove, hone or power grind to required levels.
 - ii. Low Sports: Fill to required levels with specified Leveling Filler, mixed and applied manufacturer's recommendations.
- B. Cleaning: Clean exposed surfaces just prior to acceptance.

END OF SECTION

CHEMICAL-RESISTANT SEALER

PART 1 – GENERAL

1.01 DESCRIPTION:

- A. Abrasion and chemical-resistant sealer over all interior concrete floors.

1.02 RELATED WORK SPECIFIED IN OTHER SECTIONS:

- A. Castinplace Concrete, Section 03300.

1.03 QUALITY ASSURANCE:

- A. Applicator Qualifications: Minimum of two years of experience on comparable projects.
- B. For Applicable Standards: For use on Class 1, 2, 3 and 4 concrete floors as classified in Table 1.1 ACI Standard 30269 and UL classified, nonslip Type FTM2.
- C. Manufacturer's recommended maintenance instructions.

1.04 SUBMITTALS:

- A. Furnish certification that materials meet Specifications requirements.
- B. Furnish five copies of manufacturer's recommended instructions for application of chemical resistant sealer for interior concrete floors.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING:

- A. Deliver products in manufacturer's original containers with seals and labels intact.
- B. Store materials in enclosed space protected from weather and out of direct rays of sun.
- C. Store materials off ground.
- D. Maintain storage temperature as recommended by manufacturer.

1.06 ENVIRONMENTAL REQUIREMENTS:

- A. Do not mix or apply materials when temperature is less than that recommended by manufacturer.

PART 2 – PRODUCTS

2.01 SEALER:

- A. Acceptable Manufacturers: Sonneborn Sonoplex as a standard of quality.
- B. Comparable Manufacturers:
 - 1. A. C. Horn.
 - 2. GiffordHill.

- C. Composition and Materials: Sealer shall be a two component catalyzed epoxy resin coating.
- D. Color shall be gray.
- E. Coverage: 250 SF per gallon per coat.
- F. Drying Time: Allow drying time between coats as recommended by the manufacturer.

PART 3 – EXECUTION

3.01 INSTALLATION:

- A. Sealer shall be mixed in strict accordance with manufacturer's recommendation.
- B. Concrete must be thoroughly cured 30 days prior to sealer application.
- C. Surface Preparation:
 - 1. Holes, crevices, spalled or disintegrated areas shall be properly patched or filled.
 - 2. Surface shall be free of all soil, dust, loose material, oil, grease, paint, parting in curing compounds and other foreign matter.
 - 3. Surface shall be cleaned and allowed to dry thoroughly. Cleanse all dirt or contaminated floors with a hot TSP solution (trisodium phosphate). Rinse thoroughly with clean water.
 - 4. Acid etch the floor with 1:1 solution by volume of 1820 Baume muriatic acid and water. Apply to floor and allow to stand until all bubbling ceases.
 - 5. Rinse with clean water and squeegee until damp.
 - 6. Repeat rinsing operation again to remove all acid. Allow to dry thoroughly before coating with sealer.
 - 7. Floors shall be absolutely dry per sealer manufacturer's recommendations.
- D. Application: Two coats of sealer shall be applied.
 - 1. Thin first coat as recommended by manufacturer using "Reducer 990."
 - 2. Upon drying, the first coat should have a matte or flat finish to the eye and leave a barely visible film.
 - 3. Allow a minimum of five hours between coats.
 - 4. Apply the second coat, unthinned, within 24 hours after the first coat.

END OF SECTION

BID BOND

KNOW ALL PERSONS BY THESE PRESENT, that we _____
_____, as Principal, and _____
as

Surety, a California admitted surety insurer, are held and firmly bound unto the Capistrano Unified School DISTRICT, hereinafter called CUSD, in the sum of **one hundred dollars (\$100)** of the Principal submitted to CUSD for the work described below for the payment of which sum in lawful money of the United States, well and truly to be made, we jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of this obligation is such that whereas the Principal has submitted the accompanying bid dated _____, 20__, for

NOW, THEREFORE, if the Principal shall not withdraw said bid within the period specified therein after the opening of the same, or, if no period be specified, within sixty (60) days after said opening; and if the Principal is awarded the contract, and shall within the period specified therefore, or, if no period be specified, within **five (5)** working days after the notice of award of the contract, or as otherwise requested in writing by CUSD, enter into a written contract with CUSD, in accordance with the bid as accepted and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment for labor and materials used for the performance of the contract, furnish certificates and endorsements evidencing the required insurance is in effect and furnish and deliver to CUSD, then the above obligation shall be void and of no effect, otherwise the bond amount shall be forfeited to CUSD.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said contract or the call for bids, or to the work, or to the specifications

In the event suit is brought upon this bond by CUSD and judgment is recovered, the Surety shall pay all costs incurred by CUSD in such suit, including reasonable attorney's fees to be fixed by the court.

COMPANY NAME: _____

IN WITNESS HEREOF, the parties have executed this bond under their several seals this _____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and duly signed by its undersigned authorized representative.

(Corporate Seal of
Principal, if
Corporation)

Principal (Proper Name of Bidder)

By: _____
Signature

Print Name

Title

(Corporate Seal
of Surety)

Surety

(Attach Attorney-in-Fact Certificate
and Required Acknowledgements)

By: _____
Signature

Print Name

Title

Address

Telephone No.

Fax No.

BID FORM AND AGREEMENT

To: Capistrano Unified School District, acting by and through its Governing Board, herein called "CUSD."

The undersigned Bidder, having become familiarized with all the following documents including but not limited to the Notice Calling for Bids, Information for Bidders, Bid Form, Bid Security, Information Required of Bidder, , Noncollusion Declaration, Workers' Compensation Certificate, Faithful Performance Bond, Payment Bond, Agreement, Drug-Free Workplace Certification, Criminal Records Check Certification, all insurance requirements, Guarantee forms, Contractor's Certificate Regarding Non-Asbestos Containing Materials, Compliance With Safety Regulations, General Conditions , specifications, and all modifications, addenda and amendments, if any (hereinafter Bid Documents), the local conditions affecting the performance of the work and the cost of the work at the place where the work is to be done, hereby proposes and agrees to be bound by all the terms and conditions of the Bid Documents and agrees to perform, the work, including all of its component parts, and everything required to be performed, and to provide and furnish and pay for any and all of the labor, materials, tools, expendable equipment, and all applicable taxes, utility and transportation services necessary to perform the work and complete in a good workmanlike manner all of the work required in accordance with laws, codes, regulations, ordinances and any other legal requirements governing the work, in connection with the following:

**BID NO. 2223-14
CONCRETE REPAIRS & MAINTENANCE**

All in strict conformity with the Bid documents, including Addenda Nos. _____, _____, _____, _____, and _____, on file at the office of the Purchasing Department of CUSD.

BID PRICE SHEET

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive.
- Low bid to be determined by job scenarios, selecting line items representing the most common CUSD projects at a weighted percentage. **Bidder** must meet all the terms and specifications. Notwithstanding, **CUSD** reserved the right to award the bid as deemed necessary and in the best interest of **CUSD**.

Concrete Repair and Maintenance

- All pricing herein to include all standard tools, supplies, equipment, applicable delivery, mileage, taxes, insurance, and all miscellaneous costs normally required to complete the job.
- **Note: Bid prices for labor may not be lower than the applicable Prevailing Wage for the specified work. See General Conditions – Prevailing Wage Rates.**
- Bidders must complete all items, or the bid submitted may be declared non-responsive. Low bid to be determined by job scenarios, selecting line items representing the most common CUSD projects at a weighted percentage. **Bidder** must meet all the terms and specifications. Notwithstanding, **CUSD** reserved the right to award the bid as deemed necessary and in the best interest of **CUSD**.
 - MINIMUM TRIP CHARGE of Less Than 250 SF: Removal of existing 4' thick reinforced concrete flatwork; Form; Place of new 4" 4,000 psi with 1.5 lbs of Fibermesh per CY per detail D306.

Minimum Trip Charge Total Cost: \$_____

Item	Description	Unit of Measure	Unit Price
	Removal and Replacement of Existing Drain Box (tie into existing underground piping). Patch back area as needed		
1	2'x2'x 2' depth - Brooks Drain Box with Heel Proof Grate	EA	\$
2	2'x2'x 3' depth - Brooks Drain Box with Heel Proof Grate	EA	\$
	Sawcutting		
3	Concrete – Under 100 LF	Lineal Foot	\$
4	Concrete – 100 LF to 400 LF	Lineal Foot	\$
5	Concrete – Over 400 LF	Lineal Foot	\$
6	Asphalt – Under 100 LF	Lineal Foot	\$
7	Asphalt – 100 LF to 400 LF	Lineal Foot	\$
8	Asphalt – Over 400 LF	Lineal Foot	\$
	Removal of existing asphalt up to 4" thick		
9	250 SF to 24,999 SF	Square Foot	\$
10	25,000 SF to 50,000 SF	Square Foot	\$
11	50,001 SF to 75,000 SF	Square Foot	\$
12	75,001 SF to 100,000 SF	Square Foot	\$
13	> 100,000 SF	Square Foot	\$

	Removal of existing asphalt up to 6” thick.		
14	250 SF to 24,999 SF	Square Foot	\$
15	25,000 SF to 50,000 SF	Square Foot	\$
16	50,001 SF to 75,000 SF	Square Foot	\$
17	75,001 SF to 100,000 SF	Square Foot	\$
18	> 100,000 SF	Square Foot	\$
	Removal of existing concrete up to 4” thick (un-reinforced)		
19	250 SF to 1,500 SF	Square Foot	\$
20	1,501 SF to 5,000 SF	Square Foot	\$
21	5,001 SF to 10,000 SF	Square Foot	\$
22	10,001 SF to 20,000 SF	Square Foot	\$
23	> 20,001 SF	Square Foot	\$
	Removal of existing concrete up to 4” thick (reinforced)		
24	250 SF to 1,500 SF	Square Foot	\$
25	1,501 SF to 5,000 SF	Square Foot	\$
26	5,001 SF to 10,000 SF	Square Foot	\$
27	10,001 SF to 20,000 SF	Square Foot	\$
28	> 20,001 SF	Square Foot	\$

	Removal of existing concrete up to 6" thick (reinforced)		
29	250 SF to 1,500 SF	Square Foot	\$
30	1,501 SF to 5,000 SF	Square Foot	\$
31	5,001 SF to 10,000 SF	Square Foot	\$
32	10,001 SF to 20,000 SF	Square Foot	\$
33	> 20,001 SF	Square Foot	\$
	Fine Grade, Water and Compact Existing Subbase		
34	250 SF to 1,500 SF	Square Foot	\$
35	1,501 SF to 5,000 SF	Square Foot	\$
36	5,001 SF to 10,000 SF	Square Foot	\$
	Scarify Minimum 12" depth; Grade, Water and Compact Existing Subbase		
37	10,000 SF to 24,999 SF	Square Foot	\$
38	25,000 SF to 50,000 SF	Square Foot	\$
39	50,001 SF to 75,000 SF	Square Foot	\$
40	75,001 SF to 100,000 SF	Square Foot	\$
41	> 100,000 SF	Square Foot	\$

	Excavate and Export Native Soils		
42	1 CY to 300 CY	Cubic Yard	\$
43	301 CY to 600 CY	Cubic Yard	\$
44	601 CY to 900 CY	Cubic Yard	\$
45	901 CY to 1,200 CY	Cubic Yard	\$
46	1,201 CY to 1,900 CY	Cubic Yard	\$
47	> 1,901 CY	Cubic Yard	\$
	Place, Water and Compact 4" Base		
48	250 SF to 24,999 SF	Square Foot	\$
49	25,000 SF to 50,000 SF	Square Foot	\$
50	50,001 SF to 75,000 SF	Square Foot	\$
51	75,001 SF to 100,000 SF	Square Foot	\$
52	> 100,000 SF	Square Foot	\$
	Place, Water and Compact 6" Base		
53	250 SF to 24,999 SF	Square Foot	\$
54	25,000 SF to 50,000 SF	Square Foot	\$
55	50,001 SF to 75,000 SF	Square Foot	\$
56	75,001 SF to 100,000 SF	Square Foot	\$
57	> 100,000 SF	Square Foot	\$

	Placement of 4" Thick 4000 psi flatwork with 1.5 lbs Fibermesh. Refer to Detail #306 for edge conditions		
58	250 SF to 24,999 SF	Square Foot	\$
59	25,000 SF to 50,000 SF	Square Foot	\$
60	50,001 SF to 75,000 SF	Square Foot	\$
61	75,001 SF to 100,000 SF	Square Foot	\$
62	> 100,000 SF	Square Foot	\$
	Placement of 6" Thick 4000 psi flatwork with 1.5 lbs Fibermesh. Refer to Detail #306 for edge conditions.		
63	250 SF to 24,999 SF	Square Foot	\$
64	25,000 SF to 50,000 SF	Square Foot	\$
65	50,001 SF to 75,000 SF	Square Foot	\$
66	75,001 SF to 100,000 SF	Square Foot	\$
67	> 100,000 SF	Square Foot	\$
	Reinforced p.c.c. curb with 6" face. Refer to Detail #302 for profile and reinforcing.		
68	100 LF to 250 LF	Lineal Foot	\$
69	251 LF to 500 LF	Lineal Foot	\$
70	501 LF to 1,000 LF	Lineal Foot	\$
71	1,001 LF to 2,000 LF	Lineal Foot	\$

	Reinforced p.c.c. curb with 8” face. Refer to Detail #302 for profile and reinforcing		
72	100 LF to 250 LF	Lineal Foot	\$
73	251 LF to 500 LF	Lineal Foot	\$
74	501 LF to 1,000 LF	Lineal Foot	\$
75	1,001 LF to 2,000 LF	Lineal Foot	\$
	Reinforced p.c.c. curb and gutter with 6” curb face. Refer to Detail #303 for profile and reinforcing.		
76	20 LF to 100 LF	Lineal Foot	\$
77	101 LF to 300 LF	Lineal Foot	\$
78	301 LF to 500 LF	Lineal Foot	\$
79	501 LF to 1,000 LF	Lineal Foot	\$
	Reinforced p.c.c. curb and gutter with 8” curb face. Refer to Detail #303 for profile and reinforcing		
80	20 LF to 100 LF	Lineal Foot	\$
81	101 LF to 300 LF	Lineal Foot	\$
82	301 LF to 500 LF	Lineal Foot	\$
83	501 LF to 1,000 LF	Lineal Foot	\$

	4" Thick 4000 psi Reinforced p.c.c. flatwork. Refer to Detail #301 for reinforcing and edge conditions		
84	250 SF to 2,000 SF	Square Foot	\$
85	2,001 SF to 5,000 SF	Square Foot	\$
86	5,001 SF to 10,000 SF	Square Foot	\$
87	10,001 SF to 20,000 SF	Square Foot	\$
88	> 20,001 SF	Square Foot	\$
	3'-0" wide reinforced p.c.c. vee gutter. Refer to Detail #304 for profile and reinforcing		
89	20 LF to 100 LF	Lineal Foot	\$
90	101 LF to 300 LF	Lineal Foot	\$
91	301 LF to 500 LF	Lineal Foot	\$
92	501 LF to 1,000 LF	Lineal Foot	\$
	6" wide reinforced p.c.c. mow strip. Refer to Detail #305 for profile reinforcing		
93	20 LF to 100 LF	Lineal Foot	\$
94	101 LF to 300 LF	Lineal Foot	\$
95	301 LF to 500 LF	Lineal Foot	\$
96	501 LF to 2,000 LF	Lineal Foot	\$
97	> 2,001 LF	Lineal Foot	\$

	HC Access Improvement. Refer to Details #309, #310, #311 for profile, reinforcing, etc		
98	HC Loading Ramp (#310)	Each	\$
99	HC Inlet Curb Ramp 6" curb face (#311)	Each	\$
100	HC Inlet Curb Ramp 8" curb face (#311)	Each	\$
101	HC Curb Ramp 6" curb face (#309)	Each	\$
102	HC Curb Ramp 8" curb face (#309)	Each	\$
	Expansion and Construction Joints. Refer to Detail #313 for expansion joint information		
103	Smooth Dowel and Sleeve (#313)	Each	\$
104	Manually Drill and Dowel with #3 bar at existing conc. (#312)	Each	\$
105	2 Part expansion joint filler/sealer (#313)	Lineal Foot	\$
	Concrete Light Pole Bases. Refer to Detail #314 for profile, reinforcing, etc		
106	0 to 15' Pole Height	Each	\$
107	15-20' Pole Height	Each	\$
108	20-25' Pole Height	Each	\$
109	25-30' Pole Height	Each	\$

	3'-0" High (Average) Concrete Planter Wall. Refer to Detail #315 for profile, reinforcing, accessories, etc		
110	20 LF to 50 LF	Lineal Foot	\$
111	51 LF to 200 LF	Lineal Foot	\$
112	201 LF to 400 LF	Lineal Foot	\$
	3'-0" High (Average) Concrete Planter Wall with sleeves for fencing or rails. Refer to Detail #316 for profile, reinforcing, accessories, etc		
113	20 LF to 50 LF	Lineal Foot	\$
114	51 LF to 200 LF	Lineal Foot	\$
115	201 LF to 400 LF	Lineal Foot	\$
	Removal of Existing Sod		
116	0 SF to 500 SF	Square Foot	\$
117	501 SF to 1,000 SF	Square Foot	\$
118	1,001 SF to 3,000 SF	Square Foot	\$
119	3,001 SF to 6,000 SF	Square Foot	\$
120	6,001 SF to 12,000 SF	Square Foot	\$
	Truncated Domes Installation. Refer to Detail 320		
121	0'-50' LF	Lineal Foot	
122	51' LF and over	Lineal Foot	

THIS AGREEMENT, dated _____, in the County of Orange, State of California, is by and between Capistrano Unified School District, (hereinafter referred to as "CUSD"), and _____, (hereinafter referred to as "CONTRACTOR").

CUSD and the CONTRACTOR, for the consideration stated herein, agree as follows:

1. CONTRACTOR agrees to complete the Project known as **BID NO. 2223-14, CONCRETE REPAIRS & MAINTENANCE** according to all the terms and conditions set forth in the Bid Documents.

2. It is understood that CUSD may award each category to one or no bidder. CUSD reserves the right to reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding process. Bidder agrees that this bid shall remain open and not be withdrawn for the period specified in the Information for Bidders.

3. The required bid security is attached.

4. It is understood and agreed that if written notice of the award of a contract is mailed, faxed, or delivered to the bidder, the bidder will execute and deliver to CUSD the Agreement and will also furnish and deliver to CUSD the Faithful Performance Bond and a separate Payment Bond as specified, and certificates and endorsements of insurance, the Workers' Compensation Certificate, Drug-Free Work Place Certification, the Criminal Records Check Certification, Contractor's Certificate Regarding Non-Asbestos Containing Materials, and, within **five (5)** working days of the notice of award of the contract, or as otherwise requested in writing by CUSD. It is understood that should bidder fail or refuse to return these documents as required by CUSD, the bid security shall be forfeited to CUSD.

5. Termination for Cause or Nonappropriation. In the event CONTRACTOR defaults in the performance of the Agreement as set forth in General Conditions or if there is a nonappropriation of funds or insufficient funds as set forth in General Conditions, then this Agreement shall terminate or be suspended as set forth in General Conditions.

6. Termination for Convenience. CUSD has discretion to terminate this Agreement at any time and require CONTRACTOR to cease all work on the Project by providing CONTRACTOR written notice of termination specifying the desired date of termination. Upon receipt of written notice from CUSD of such termination for CUSD'S convenience, CONTRACTOR shall:

- (i) Cease operations as directed by CUSD in the notice;
- (ii) Take any actions necessary, or that CUSD may direct, for the protection and preservation of the work; and

(iii) Not terminate any insurance provisions required by the Bid Documents.

In case of such termination for CUSD'S convenience, CONTRACTOR shall be entitled to receive payment from CUSD for work satisfactorily executed and for proven loss with respect to materials, equipment, and tools, including overhead and profit for that portion of the work completed. The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to CUSD.

7. In submitting this bid, the bidder offers and agrees that if the bid is accepted, it will assign to CUSD all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Business & Professions Code Section 16700, et seq.) arising from purchases of goods, materials, or services by the bidder for sale to CUSD pursuant to the bid. Such assignment shall be made and become effective at the time CUSD tenders final payment under the contract. (Public Contract Code Section 7103.5; Government Code Section 4450, 4451 and 4552).

8. The undersigned hereby warrants that the bidder has an appropriate license, License No. _____, Class _____, at the time of the bid opening, that such license entitles bidder to provide the work, that such license will be in full force and effect throughout the duration of performance of this Project. Bidder shall be nonresponsive if the Bidder is not licensed as required by CUSD at the time of the bid opening.

9. The bidder hereby certifies that it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") in the hiring of its employees, and the bidder shall indemnify, hold harmless and defend CUSD against any and all actions, proceedings, penalties or claims arising out of the bidder's failure to comply strictly with the IRCA.

10. The required noncollusion affidavit properly notarized is attached as required by Public Contract Code Section 7106. Bidder understands and agrees that failure to submit a completed and signed affidavit will render the bidder automatically nonresponsive.

11. The undersigned will grant CUSD the option to extend any contract awarded hereunder for a period of one or two years from date of expiration, under the same prices, terms, conditions, etc., contained herein. Options granted will not be considered as a factor in awarding a contract. Bidder should note any exceptions.

Extension option for term of July 1, 2023 through June 30, 2024:

____ Option granted ____ Option not granted

Extension option for term of July 1, 2024 through June 30, 2025:

____ Option granted ____ Option not granted

12. Bidder attests to having read and understands all documents contained and referenced in this bid.

COMPANY NAME: _____

The undersigned hereby declares that all of the representations of this bid are made under penalty of perjury under the laws of the State of California.

Individual Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Partnership Name: _____

Signed by: _____

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Partner(s): _____

Corporation Name: _____

(a _____ Corporation¹)

Business Address: _____

Telephone: _____

¹ A corporation awarded the contract shall furnish evidence of its corporate existence and evidence that the officer signing the Agreement and bonds is duly authorized to do so.

COMPANY NAME: _____

Signed by: _____, President, Date: _____

Print Name: _____, President

Signed by: _____, Secretary, Date: _____

Print Name: _____, Secretary

[Seal]Joint Venturer

Name: _____

Signed by: _____, Joint Venturer

Print Name: _____

Date: _____

Business Address: _____

Telephone: _____

Other Parties to ***If an individual:*** _____

Joint Venture: _____ (Name)

Signed by: _____

Print Name: _____

Date: _____

Doing Business as: _____;

Business Address: _____

Telephone: _____

If a Partnership: _____

(Name)

Signed by: _____, Partner

Print Name: _____

COMPANY NAME: _____

Date: _____

Business Address: _____

Telephone: _____

If a Corporation: _____

(a _____ Corporation)

Signed By: _____ Date: _____

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Telephone: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed including all contract documents as indicated:

CONTRACT DOCUMENTS:

1. _____ Bid Bond
2. _____ Bid Form and Agreement
3. _____ Information Required of Bidder
4. _____ Contractor's Certificate Regarding Workers' Compensation
5. _____ Noncollusion Declaration
6. _____ Faithful Performance Bond
7. _____ Payment Bond
8. _____ Drug-Free Workplace Certification
9. _____ Certification by Contractor Criminal Records Check
10. _____ Contractor's Certificate Non-Asbestos Containing Materials
11. _____ Tobacco Use Policy
12. _____ Conflict of Interest
13. _____ Compliance With Safety Regulations
14. _____ Certificate Of Liability Insurance
15. _____ W-9 Form
16. _____ DIR Registration Number: _____

COMPANY NAME: _____

17. _____ Vendor Information Form

CONTRACT TERM

The terms of this base contract is for one year beginning June 1, 2022, through June 30, 2023 with two (2) one-year renewal terms at the option of the Board of Trustees, for a total contract term not to exceed 36 months.

CUSD

CONTRACTOR

By: _____
Signature

By: _____
Signature

Lynh N. Rust
Print Name

Print Name

Executive Director, Contracts & Purchasing
Title

Title

Board Approval Date

Contractor's License No.

Tax ID/Social Security No.

(CORPORATE SEAL OF CONTRACTOR,
if corporation)

INFORMATION REQUIRED OF BIDDER

The Bidder shall furnish all the following information. Bidder shall carefully read and answer all questions to ensure completeness and accuracy. Failure to comply with this requirement may cause rejection of the bid. Additional sheets may be attached if necessary. "You" or "your" as used herein refers to the bidder and any of its owners, officers, directors, shareholders, principals. CUSD has discretion to request additional information depending on the Project.

- (1) Bidder name and address (Post Office Box Number not sufficient):

- (2) Telephone: _____ Fax No.: _____
Electronic Mail: _____

- (3) Individual _____ Partnership _____ Corporation _____ Joint Venture _____ (check one)

- (4) Bidder's License No. _____ Class: _____
License Expiration Date _____
Name of License holder _____
DIR Registration No. _____

- (5) Names and titles of all your owners, officers, principals, responsible managing officers and responsible managing employees:

Name	Title
_____	_____
_____	_____
_____	_____

- (6) Number of years as a contractor in this type of construction work: _____

- (7) Have you ever been terminated from a school or any public construction project prior to the completion of the project? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

- (8) Have you ever been barred from bidding on any school or public construction project? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details _____

- (9) Have you ever defaulted on any school or public construction project that resulted in a claim to a surety? Yes ____ No ____ If the answer is "Yes," give dates, names and addresses of school/public agency and details. _____

- (10) Have you been assessed damages (i.e., liquidated damages) for any public construction project in the past ten (10) years? Yes ____ No ____ If the answer is "Yes," give dates, names, and addresses of public agency and details. _____

- (11) Have you ever brought any claim(s) against a public agency? Yes ____ No ____ If the answer is "Yes," please explain in detail name of public agency, nature of the claim and outcome. _____

- (12) Have you ever failed to complete a school or public construction project in the last ten (10) years? Yes ____ No ____ If the answer is "Yes," provide name of public agency and details. _____

- (13) Have you been in litigation or arbitration or dispute of any kind on a question or questions relating to a public construction project during the past ten (10) years? Yes _____ No _____ If the answer is "Yes," provide name of public agency and details. _____

- (14) Do you now or have you ever had any direct or indirect business, financial or other connection with any officer, employee or consultant of CUSD?

Yes _____ No _____ If so, please elaborate.

- (15) List at least five (3) of your most recent school construction projects.

(1) _____
(2) _____
(3) _____

- (16) List of References - The following information should contain persons or entities familiar with the Bidder's work:

1. Name : _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____

2. Name : _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____
3. Name : _____
Address and Telephone: _____

Contact Person: _____
Description of Project: _____
Dates of commencement and completion of Project: _____

Contract Amount: _____

I certify and declare under penalty of perjury under the laws of the State of California that the foregoing responses to the Information Required of Bidder are true and correct.

Signature

Print Name

Title

Date

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700.

"Every employer except the state shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

(c) For any county, city, city and county, municipal corporation, public district, public agency or any political subdivision of the state, including each member of a pooling arrangement under a joint exercise of powers agreement (but not the state itself), by securing from the Director of Industrial Relations a certificate of consent to self-insure against workers' compensation claims, which certificate may be given upon furnishing proof satisfactory to the director of ability to administer workers' compensation claims properly, and to pay workers' compensation claims that may become due to its employees. On or before March 31, 1979, a political subdivision of the state which, on December 31, 1978, was uninsured for its liability to pay compensation, shall file a properly completed and executed application for a certificate of consent to self-insure against workers' compensation claims. The certificate shall be issued and be subject to the provisions of Section 3702."

I am aware of the provisions of Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

Name of the Contractor

By: _____
Signature

Print Name

Title

Date

(In accordance with Article 5 [commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

NONCOLLUSION DECLARATION
IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 7106

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____[date], at _____[city], _____[state].

Signature

Print Name

FAITHFUL PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Capistrano Unified School District of Orange County, California (hereinafter referred to as "CUSD"), awarded _____ (hereinafter referred to as the "Contractor/Principal") the contract for the work described as _____

_____;

WHEREAS, said Contractor/Principal is required under the terms of said contract to furnish a bond for the faithful performance of said contract which contract is incorporated herein by reference;

NOW, THEREFORE, we the undersigned Contractor, as Principal, and Surety, a California admitted surety insurer are held and firmly bound to CUSD for five hundred thousand dollars (\$500,000) for Category 1, either/or two hundred fifty thousand dollars (\$250,000) for Category 2 under the terms of the contract awarded by CUSD to the Contractor/Principal, lawful money of the United States of America, for payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bonded Contractor/Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by and well and truly keep and perform all the undertakings, terms, covenants, conditions, and agreements in the said contract which is attached hereto and incorporated herein by reference and any alteration and/or amendments thereof, made as therein provided, including, but not limited to, the provisions regarding contract duration and liquidated damages, all within the time and in the manner therein designated in all respects according to their true intent and meaning, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the contract, the above obligation shall hold good for a period of _____ () year(s) after the acceptance of the work by CUSD, during which time if Contractor/Principal shall fail to make full, complete, and satisfactory repair and replacements and totally protect CUSD from loss or damage made evident during the period of _____ () year(s) from the date of completion of the work, and resulting from or caused by defective materials or faulty workmanship, the above obligation in penal sum thereof shall remain in full force and effect. The obligation of Surety hereunder shall continue so long as any obligation of Contractor remains.

Whenever Contractor/Principal shall be, and is declared by CUSD to be, in default under the contract, CUSD having performed CUSD'S obligations thereunder, the Surety shall promptly remedy the default, or shall promptly:

1. Complete the contract in accordance with its terms and conditions; or
2. Obtain a bid or bids for completing the contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder and CUSD, and make available as work progresses sufficient funds to pay the cost of completion less the balance of the contract price, but not exceeding, including other costs and damages for which Surety may be liable hereunder, the amount set forth above. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor/Principal by CUSD under the contract and any modifications thereto, less the amount previously properly paid by CUSD to the Contractor/Principal.

Surety expressly agrees that CUSD may reject any contractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Principal. Surety shall not utilize Contractor/Principal in completing the contract nor shall Surety accept a bid from Contractor/Principal for completion of the work if CUSD, when declaring the Contractor/Principal in default, notifies Surety of CUSD'S objection to Contractor's/Principal's further participation in the completion of the work.

No right of action shall accrue on this bond to or for the use of any person or corporation other than CUSD named herein or the successors or assigns of CUSD. Any suit under this bond must be instituted within the applicable statute of limitations period.

FURTHER, the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or modification of the Project documents, or of the work to be performed thereunder, shall in any way affect its obligations on this bond; and it does hereby waive notice of any change, extension of time, alteration or modification of the Project documents or of work to be performed thereunder.

Contractor/Principal and Surety agree that if CUSD is required to engage the services of an attorney in connection with the enforcement of this bond, each shall pay CUSD'S reasonable attorney's fees and costs incurred, with or without suit, in addition to the above amount.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By: _____
Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By: _____
Signature

Print Name and Title

(Mailing Address, Telephone
No. and Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate
and Required Acknowledgement)

PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT:

WHEREAS, the Capistrano Unified School District of Orange County, California ("hereinafter referred to as CUSD"), has awarded to _____, hereinafter referred to as the "Contractor/Principal" a contract for the work described as _____

_____;

WHEREAS, said Contractor/Principal is required by Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code to furnish a bond in connection with said contract;

NOW, THEREFORE, we, the Contractor/Principal and _____, as Surety, a California admitted surety insurer, are held firmly bound unto CUSD for five hundred thousand dollars (\$500,000) for Category 1, either/or two hundred fifty thousand dollars (\$250,000) for Category 2 under the terms of the contract awarded by CUSD to the Contractor/Principal lawful money of the United States of America for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Contractor/Principal, his/her or its heirs, executors, administrators, successors, or assigns, shall fail to pay any person or persons named in Civil Code Section 3181 or fail to pay for any materials, or other supplies, used in, upon, for, or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code, with respect to work or labor thereon of any kind, or shall fail to deduct, withhold, and pay over to the Employment Development Department, any amounts required to be deducted, withheld, and paid over by Section 13020 of the Unemployment Insurance Code with respect to work and labor thereon of any kind, then said Surety will pay for the same, in or to an amount not exceeding the amount hereinabove set forth, and also will pay in case suit is brought upon this bond, such reasonable attorney's fees as shall be fixed by the court, awarded and taxed as provided in Division 3, Part IV, Title XV, Chapter 7 (commencing at Section 3247) of the California Civil Code.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code, so as to give a right of action to such person or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement hereinabove described or
Bid No. 2223-14 Concrete Repairs & Maintenance
Capistrano Unified School District

pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement hereinabove described, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the DISTRICT and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 3110 and 3112 of the California Civil Code, and has not been paid the full amount of his/her or its claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

Any claims under this bond may be addressed to:

(Name and address of Surety)

(Name and address of agent or
representative in California,
if different from above)

(Telephone and facsimile number of
Surety or agent or representative
in California)

IN WITNESS HEREOF, we have hereto set our hands and seals on this ____ day of _____, 20__.

CORPORATE SEAL, IF
APPLICABLE, AND NOTARIAL
ACKNOWLEDGEMENT OF
CONTRACTOR

Contractor/Principal

By:

Signature

Print Name and Title

SEAL AND NOTARIAL
ACKNOWLEDGEMENT OF
SURETY

Surety

By:

Signature

Print Name and Title

(Mailing Address, Telephone and
Facsimile No. of Surety)

(Attach Attorney-in-Fact Certificate and
Required Acknowledgement)

GUARANTEE

Guarantee for _____. We hereby guarantee that the _____, which we have installed in _____, has been done in accordance with the Bid Documents and that the work as installed will fulfill the requirements included in the Bid Documents. The undersigned agrees to repair or replace any or all of such work, together with any other adjacent work which may be displaced in connection with such repair or replacement, that may prove to be defective in workmanship or material within a period of one year (1) year from the date of completion of the Project, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the undersigned's or undersigned surety's failure to commence and pursue with diligence said repairs or replacements within five (5) calendar days after being notified in writing by CUSD, the undersigned authorizes CUSD to proceed to have said defects repaired or replaced and made good at the expense of the undersigned and surety who hereby agree to pay the costs and charges therefore immediately upon demand.

Name of Contractor

By: _____
Signature of Contractor

Print Name

Title

Contractor shall provide copy of this Guarantee to Contractor's surety.

OTHER REQUIRED DOCUMENTS

- **Drug-Free Workplace Certification***
- **Certification by Contractor Criminal Records Check***
- **Contractor's Certificate Regarding Non-Asbestos Containing Materials***
- **Tobacco Use Policy***
- **Conflict of Interest***
- **Compliance With Safety Regulations***
- **Certificates of Liability Insurance****
 - Requirements, Accord 25 and 2nd page Additional Insured Endorsement with "Sample"
- **W-9 Form****
- **DIR Registration Number:***
- **Vendor Information Form***

***Must be completed and submitted with bid – No exceptions**

****Will be executed by successful bidder after award of bid, but before contract award is effective.**

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification is required pursuant to Government Code Sections 8350, et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract for the procurement of any property or services from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract awarded by a State agency may be subject to suspension of payments or termination of the contract and the contractor may be subject to debarment from future contracting, if the state agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

b) Establishing a drug-free awareness program to inform employees about all of the following:

- 1) The dangers of drug abuse in the workplace;
- 2) The person's or organization's policy of maintaining a drug-free workplace;
- 3) The availability of drug counseling, rehabilitation and employee-assistance programs;
- 4) The penalties that may be imposed upon employees for drug abuse violations;

c) Requiring that each employee engaged in the performance of the contract be given a copy of the statement required by subdivision (a) and that, as a condition of employment on the contract, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code Section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the contract be given a copy of the statement required by Section 8355(a) and requiring that the employee agree to abide by the terms of that statement.

I also understand that if CUSD determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract awarded herein is subject to suspension of payments, termination, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350, et seq.

I acknowledge that I am aware of the provisions of Government Code Section 8350, et seq. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

NAME OF CONTRACTOR

Signature

Print Name

Title

Date

CERTIFICATION BY CONTRACTOR
CRIMINAL RECORDS CHECK
AB 1610, 1612 and 2102

To the Board of Trustees of Capistrano Unified School DISTRICT:

I, _____ certify that:
(Name of Contractor)

1. I have carefully read and understand the Notice to Contractors Regarding Criminal Record Checks (Education Code §45125.1) required by the passage of AB 1610, 1612 and 2102.
2. Due to the nature of the work I will be performing for CUSD, my employees
☐ will **OR** ☐ will not have contact with students of CUSD.
3. My employees and volunteers who may have contact with District students must complete background checks with the California Department of Justice (DOJ) and the Federal Bureau of Investigation (FBI).
4. None of the employees who will be performing the work have been convicted of a violent or serious felony as defined in the Notice and in Penal Code sections §667.5 and §1192.7. This determination was made by a fingerprint check through the Department of Justice and the Federal Bureau of Investigation.

I declare under penalty of perjury that the foregoing is true and correct.

Executed at _____, _____ on _____
(City) (State) (Date)

Signature

Typed or printed name

Title

Address

Telephone

NOTICE TO CONTRACTORS REGARDING CRIMINAL RECORDS CHECK
(EDUCATION CODE §45125.1)

Education Code §45125.1 provides that if the employees of any entity that has a contract with a school DISTRICT may have any contact with pupils, those employees shall submit or have submitted their fingerprints in a manner authorized by the Department of Justice together with a fee determined by the Department of Justice to be sufficient to reimburse the Department for its costs incurred in processing the application.

The Department of Justice shall ascertain whether the individual whose fingerprints were submitted to it has been arrested or convicted of any crime insofar as that fact can be ascertained from information available to the Department. When the Department of Justice ascertains that an individual whose fingerprints were submitted to it has a pending criminal proceeding for a violent felony listed in Penal Code §1192.7(c) or has been convicted of such a felony, the Department shall notify the employer designated by the individual of the criminal information pertaining to the individual. The notification shall be delivered by telephone and shall be confirmed in writing and delivered to the employer by first-class mail.

The contract shall not permit an employee to come in contact with pupils until both the Department of Justice and the Federal Bureau of Investigation has ascertained that the employee has not been convicted of a violent or serious felony. The contractor shall certify in writing to the Board of Trustees of the school DISTRICT that none of its employees who may come in contact with pupils have been convicted of a violent or serious felony.

Penal Code §667.5(c) lists the following “violent” felonies: murder; voluntary manslaughter ; mayhem; rape; sodomy by force; oral copulation by force; lewd acts on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant inflicts great bodily injury on another; any robbery perpetrated in an inhabited dwelling; arson; penetration of a person’s genital or anal openings by foreign or unknown objects against the victim’s will; attempted murder; explosion or attempt to explode or ignite a destructive device or explosive with the intent to commit murder; kidnapping; continuous sexual abuse of a child; and carjacking.

Penal Code §1192.7 lists the following : “serious” felonies: murder; voluntary manslaughter; mayhem; rape; sodomy by force; oral copulation by force; a lewd or lascivious act on a child under the age of 14 years; any felony punishable by death or imprisonment in the state prison for life; any felony in which the defendant personally inflicts great bodily injury on another, or in which the defendant personally uses a firearm; attempted murder; assault with intent to commit rape or robbery; assault with a deadly weapon on a peace officer; assault by a life prisoner on a non-inmate; assault with a deadly weapon by an inmate; arson; exploding a destructive device with intent to injure or to murder, or explosion causing great bodily injury or mayhem; burglary of an inhabited dwelling; robbery or bank robbery; kidnapping; holding of a hostage by a person confined in a state prison; attempt to commit a felony punishable by death

or imprisonment in the state prison for life; any felony in which the defendant personally uses a dangerous or deadly weapon; selling or furnishing specified controlled substances to a minor; penetration of genital or anal openings by foreign objects against the victim's will; grand theft involving a firearm; carjacking; and a conspiracy to commit specified controlled substances offenses.

CRIMINAL RECORDS CHECK

CONTRACTOR'S EMPLOYEE / VOLUNTEER LIST

**(INSERT NAMES OF EMPLOYEES OR VOLUNTEERS WHO MAY COME IN
CONTACT WITH PUPILS)**

Use additional copies of page as needed

Name of Contractor: _____

Name of Employee or Volunteer	Position

IMPORTANT! Changes to the criminal status of anyone listed on this form must be reported immediately to Lynh Rust at lnrust@capousd.org.

CONTRACTOR'S CERTIFICATE REGARDING
NON-ASBESTOS CONTAINING MATERIALS

Certification for _____. We hereby certify that no Asbestos, or Asbestos Containing Materials shall be used in this Project or in any tools, devices, clothing, or equipment used to affect the _____ which we have installed in the Capistrano Unified School District under Project/Bid #_____.

- (a) The Contractor further certifies that he/she has instructed his/her employees with respect to the above mentioned standards, hazards, risks and liabilities.
- (b) Asbestos and/or asbestos containing material shall be defined as all items containing but not limited to chrysotile, corcidolite, amosite, anthophyllite, tremolite and actinolite.
- (c) Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos containing material.
- (d) Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy. The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos.
- (e) All work or materials found to contain asbestos or work or material installed with asbestos containing equipment will be immediately rejected and this work will be removed at no additional cost to CUSD.

Date

Name of Contractor

By: _____
Signature

Print Name

Title

TOBACCO USE POLICY

In the interest of public health, the Capistrano Unified School District provides a tobacco-free environment. Smoking or the use of any tobacco products are prohibited in buildings and vehicles, and on any property owned, leased or contracted for, by the Capistrano Unified School District. Failure to abide with conditions could result in the termination of this agreement.

Each employee engaged in the performance of the contract will be given a copy of this statement and, as a condition of this Agreement; the Bidder agrees to abide by the terms.

I acknowledge that I am aware of Tobacco Use Policy and hereby certify that I will adhere to the requirements of the policy.

Name of Bidder

Signature

Date

CONFLICT OF INTEREST

All Bidders shall respond to each of the following questions to determine whether any actual or perceived conflict of interest exists.

PRINT NAME

SIGNATURE AND DATE

TITLE OF OFFICER

NAME OF COMPANY

As part of your Certification, please respond to the following questions listed below:

1. Have you or any of your team member(s) or consultant(s) been employed by CUSD in the last three years? [Yes] [No]. If your answer is "Yes", please provide the following information:

- | | | | |
|----|--------------------------------|-------|------|
| a. | Were you a full-time employee? | [Yes] | [No] |
| | Part-Time employee? | [Yes] | [No] |
| | As-Needed employee? | [Yes] | [No] |
| | Consultant? | [Yes] | [No] |
| | Or other, please | | |

Explain: _____

- b. What were the date(s) of your employment/employment contract/consulting contract?

- c. In which department(s) of CUSD did you work?

- d. Who was/were your Supervisor(s)?

- e. Please describe your job duties and responsibilities for each CUSD position held?

- f. What was your last date of employment?

2. Do any Board of Trustees Member(s) or CUSD employee(s) have a business position or serve as an Officer(s), Partner(s) or Shareholder(s) in your company? [Yes] [No]. If the answer is "Yes", please provide the following information:

a. What is the name of the Board Member(s) or employee(s)?

b. What is his/her position with your company?

c. If a Board of Trustees Member(s) or employee(s)/Shareholder(s) - what percentage of your company's shares does he/she own?

3. Are any of your former employee(s), (Consultants) presently employed by CUSD? [Yes] [No]. If the answer is "Yes", please provide the following information for each such employee(s).

a. What is the name of the former employee(s)?

b. What was his/her title at your company?

If he/she held more than one position(s) with your company, please provide the title of each positions) held.

c. Please describe his/her duties and responsibilities for each position(s) held at your company?

d. What were the date(s) of his/her employment?

I declare under the Penalty of Perjury under the laws of the State of California that the abovementioned statements are true and correct to the best of my knowledge, and this declaration was executed on this day _____, _____, 20____; in the
(Month)

_____, _____.
(City) (State)

(Signature)

(Printed Name)

(Title)

COMPLIANCE WITH SAFETY REGULATIONS

(a) The CONTRACTOR shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Agreement and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by CUSD. CONTRACTOR shall provide such heat, covering, and enclosures as are necessary to protect all work, materials, equipment, appliances, and tools against damage by weather conditions. All work shall be solely at the CONTRACTOR'S risk with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105.

(b) CONTRACTOR shall take all necessary precautions for safety of workers and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to the work site and to provide a safe and healthful place of employment. CONTRACTOR shall furnish, erect and properly maintain at all times, as directed by CUSD or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. CONTRACTOR shall designate a responsible employee, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety and health of workers. Name and position of person so designated shall be reported in writing to CUSD by CONTRACTOR. CONTRACTOR shall correct any violations of safety laws, standards, orders, rules, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, such violation shall be corrected immediately by the CONTRACTOR at CONTRACTOR'S expense.

(c) In an emergency affecting safety of person or of work or of adjoining property, CONTRACTOR, without special instruction or authorization from CUSD, is hereby permitted to act, at its discretion, to prevent such threatened loss or injury; and CONTRACTOR shall so act if so authorized or instructed by CUSD. Any compensation claimed by CONTRACTOR on account of emergency work shall be determined by written agreement with CUSD.

(d) CONTRACTOR shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

(e) CONTRACTOR shall (unless waived by CUSD in writing):

(1) When performing new construction on existing sites, become informed and take into specific account the maturity of the students on the site; perform work which may interfere with school routine before or after school hours; enclose working area with a substantial barricade; not allow any unauthorized individuals on the site; require all workers on the Project to be conspicuously identified either by a firm logo on their clothing or prominent identification badge and arrange work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities.

(2) Provide substantial barricades around any shrubs or trees indicated to be preserved.

(3) Deliver materials to building area over route designated by CUSD.

(4) When directed by CUSD, take preventive measures to eliminate objectionable dust.

(5) Enforce all instructions of CUSD regarding signs, advertising, fires, and smoking and require that all workers comply with all regulations while on construction site.

(6) Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved civil engineer at no cost to CUSD.

Date

Name of Contractor

By: _____

Print Name

Title

INSURANCE REQUIREMENTS

The following coverages are required: Notify your insurance company that the wording in Section E must be included in the Descriptions of Operations section of the Certificate of Liability Insurance form.

The Certificate of Liability (Accord 25 or similar form) is to be issued by contractor's insurance company. **Capistrano Unified School District** is to be named as **Additional Insured and Certificate Holder**.

Certificate Holder Information:

Capistrano Unified School District
33122 Valle Road
San Juan Capistrano, CA 92675

****Required Forms:**

Commercial General Liability Insurance – Additional Insured Endorsement

Option #1: Form CG 20 10 11 85

Or

Option #2: Choose either Form CG 20 10 07 04 **or** Form CG 20 33 07 04

Either form **must be accompanied** by Form CG 20 37 07 04

Commercial General Liability incl. Contractual Liab., and Broad Form Property Damage	\$1,000,000 minimum limit per occurrence \$2,000,000 minimum general aggregate
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Automobile Liability:	\$1,000,000 minimum limit per occurrence
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Workers' Compensation:	As required by the California Labor Code
Employers' Liability:	\$1,000,000 minimum limit

Course of Construction	\$1,000,000 minimum limit per occurrence
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For all insurance coverages provided by Vendor, the following terms apply:

- A. Any deductibles or self-insured retentions shall be declared in writing to CUSD; CUSD approval is required for any amounts over \$25,000.
- B. Insurance shall be placed with California admitted insurers with a current A.M. Best rating of no less than A unless otherwise approved by CUSD, except that for Worker's Compensation, the State Compensation Fund of California is acceptable.
- C. Workers' Compensation and Employer's Liability policies shall contain a waiver of

subrogation.

- D. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
1. Vendor agrees to defend, indemnify, save and hold harmless the Capistrano Unified School District (CUSD), its officers, agents, representatives, employees and The Board of Education; and provides named additional insured endorsements for CUSD, its officers, agents, representatives, employees and The Board of Trustees. They are to be covered as insured as respects: liability arising out of activities performed by or on behalf of the Vendor; products and completed operations of the Vendor; premises owned, occupied or used by the Vendor; or automobiles owned, leased, hired or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to CUSD, its subsidiaries, officials, employees and The Board of Trustees.
 2. For any claims related to the Services, the Vendor's insurance coverage shall be primary insurance as respects CUSD, its subsidiaries, officials, employees and The Board of Trustees. Any insurance or self-insurance maintained by CUSD, its subsidiaries, officials, employees and The Board of Trustees shall be excess of the Vendor's insurance and shall not contribute with it.
 3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to CUSD.
- E. The Description of Operations" section must include the following: The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by CUSD shall be excess and noncontributory."

The Vendor shall furnish CUSD with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by CUSD before work commences.

Certificate of Liability Insurance

Contractors are not permitted to provide services without a Certificate of Liability Insurance being on file with the Purchasing Department.

The insurance requirement is a two page document of the following:

The Capistrano Unified School District must be named as additional insured and certificate holder on the Certificate of Liability Insurance form **Acord 25** (Page 1, see attached)

The second page is a separate endorsement page (Page 2, see attached) is required and should include your policy number and name the **Capistrano Unified School District** as an additional insured.

Blanket endorsements are not acceptable.

Required Endorsement:

The Capistrano Unified School District is named as additional insured. Such insurance as is afforded by this policy shall be primary, and any insurance carried by CUSD shall be excess and noncontributory.

See the following example.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/19/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	
INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A:	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY OTHER CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EX (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY		XYZ12450987654	07/19/2011		
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE \$
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>	Y				DAMAGE TO RENTED PREMISES (Ea occurrence) \$
						MED EXP (Any one person) \$
						PERSONAL & ADV INJURY \$
						GENERAL AGGREGATE \$
	GENL AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	ANY AUTO					BODILY INJURY (Per person) \$
	ALL OWNED AUTOS					BODILY INJURY (Per accident) \$
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	NON-OWNED AUTOS					\$
	UMBRELLA LIAB	OCCUR <input type="checkbox"/>				EACH OCCURRENCE \$
	EXCESS LIAB	CLAIMS-MADE <input type="checkbox"/>				AGGREGATE \$
	DEDUCTIBLE					\$
	RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/ MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	Y/N <input type="checkbox"/> N/A <input type="checkbox"/>				OTH-ER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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ACORD 25 (2009/09)

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POLICY NUMBER: CA700H6004

COMMERCIAL GENERAL LIABILITY

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED-DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization: XYZ School District

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

SAMPLE

GENERAL CONDITIONS

BONDS: The awarded Contractor(s) will furnish and maintain a Faithful Performance and Payment Bonds for Category 1 in the amount of \$500,000 each and a Faithful Performance and Payment Bonds for Category 2 in the amount of \$250,000 each. The respective Payment Bond(s) shall remain in full force and effect through the contract period, while the respective Faithful Performance Bond(s) shall remain in full force and effect through the guarantee period(s) of the awarded Contract(s). **Bonds shall be on the forms set forth in these Project Documents or other similar format.**

DEFAULT BY CONTRACTOR: Failure to comply with any of the terms and/or conditions of this contract shall constitute default by the Contractor.

FORCE MAJEURE CLAUSE: Parties to the contract shall be excused from performance thereunder during the time and to the extent that they were prevented from obtaining or performing by act of “God, fire, strike, loss” or shortage of transportation facilities, lockout, or commandeering of materials, products, plants or facilities by the government, when satisfactory evidence thereof is presented to CUSD, provided that it is satisfactorily established that the non-performance is not due to the fault or neglect of the party not performing.

PROVISIONS REQUIRED BY LAW: Each and every provision of law and clause required to be inserted in the contract shall be deemed to be inserted herein and this contract shall be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted or is not inserted correctly, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

CONTRACTOR

Contractor is and shall at all times be deemed to be an independent Contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between CUSD, or any of the CUSD's employees or agents, and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents and employees shall not be entitled to any rights or privileges of CUSD employees. CUSD shall be permitted to monitor the activities to determine compliance with the terms of this Contract. Contractor is required by law to be licensed and regulated by the Contractors State License Board.

Strict compliance with all DIR registration requirements in accordance with Labor Code sections 1725.5 and 1771.1 is a material obligation of the Contractor under the Contract Documents. The foregoing includes, without limitation, compliance with DIR registration requirements at all times during performance of the work by the Contractor. The failure of the Contractor to be properly registered with DIR at all times during performance of the work is a material breach of the Contract and subject to termination for cause.

PREVAILING WAGE RATES: Contractor shall adhere to the prevailing wage rate, and all applicable determinations made by the Director of Industrial Relations pursuant to California Labor Code. The applicable prevailing rates of per diem wages are available on the DIR website. The Contractor must post these rates at the job site and/or similar as required by law in addition to requirements as specified on individual contract(s).

APPRENTICEABLE OCCUPATIONS: Contractor shall be responsible for compliance with Labor Code for all apprenticeship occupations.

PAYROLL RECORDS: Contractor shall keep accurate payroll records, showing the name, address, social security number, work week and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor, in connection with the public work. Such records shall be certified and available for inspection at reasonable hours at the Contractor's principal place of business as required by Labor Code.

COMPLIANCE WITH SAFETY REGULATIONS: It shall be the responsibility of the Contractor to perform all activities incident to this project in a manner consistent with applicable safety standards and to insure that all completed and in process work satisfies safety standards. Contractor is also responsible for obtaining CUSD's rules and regulations pertaining to safety and security, including driving on school grounds, particularly when children are present.

PROTECTION OF WORK AND PROPERTY: Contractor shall erect and properly maintain at all times, as required by conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction. In an emergency affecting life and safety of life, work of adjoining property, Contractor, without special instruction or authorization from CUSD, is hereby permitted to act to prevent such threatened loss or injury.

ASBESTOS: Contractor shall not use any materials containing asbestos.

HAZARDOUS MATERIAL AND MATERIAL SAFETY DATA SHEETS: In the event the Contractor encounters (during the scope of work as specified by individual contract or specifications), material believed to be asbestos, polychlorinated biphenyl (PCB), or any other identified or non-identified potentially hazardous material (which has not been rendered harmless and is labeled as such), Contractor shall immediately stop work in the area affected and report the condition to CUSD. The work in the affected area shall not continue or be resumed except by written direction of CUSD and by agreement by the Contractor. Contractor is required to ensure Material Safety Data Sheets are available, employees are trained in the use of MSDS, and MSDS are in a readily accessible place at the work site. This is required for any material that has an associated Material Safety Data Sheet per the Federal "Hazard Communication" standard or employees' Right-to-Know laws. Contractor is also required to ensure proper labeling and training on any substance brought onto the job site and ensure that any person working with the material (or has the possibility of exposure by use of the material or contact with the material), is informed of the possible and/or real hazards of the substance,

and follows proper handling and protection procedures.

HOLD HARMLESS: Contractor shall save, defend, hold harmless, and indemnify CUSD against any and all liability claims. This includes but is not limited to; cost of whatsoever kind and nature for injury to or death of any person or persons and for loss or damage to any property occurring in connection with, or in any way incident to, or arising out of the occupation, use, service, operation, or performance or work (under the terms of this contract or specifications as presented via District Purchase Order), resulting in whole or in part from the negligent acts or omissions of Contractor, or any employee agent, or representative of Contractor, including but not limited to any costs or liabilities arising out of or in connection with:

- (a) failure to comply with any applicable law, statute, code, ordinance, regulation, permit or orders;
- (b) any misrepresentation, misstatement or omission with respect to any statement made in the Bid Documents or any document furnished by the CONTRACTOR in connection therewith;
- (c) any breach of duty, obligation or requirement under the Bid Documents;
- (d) any failure to coordinate the work of other contractors;
- (e) any failure to provide notice to any party as required under the Bid Documents;
- (f) any failure to act in such a manner as to protect CUSD and the Project from loss, cost, expense or liability; or
- (g) any failure to protect the property of any utility company or property owner.

This indemnity shall survive termination of the contract or final payment thereunder. This indemnity is in addition to any other rights or remedies which CUSD may have under the law or under the Bid Documents. In the event of any claim or demand made against any party which is entitled to be indemnified hereunder, CUSD may in its sole discretion reserve, retain or apply any monies due to the CONTRACTOR under the Bid Documents for the purpose of resolving such claims; provided, however, that CUSD may release such funds if the CONTRACTOR provides CUSD with reasonable assurance of protection of CUSD'S interests. CUSD shall in its sole discretion determine whether such assurances are reasonable.

INSURANCE: Contractor shall not commence work without first obtaining all insurance required under this heading from a company or companies acceptable to CUSD. The Contractor shall take out and maintain at all times during the life of the contract (or as specified via District Purchase Order) the following policies of insurance:

- A. Workers' Compensation Insurance. The Contractor shall take out and maintain, during the life of the contract, Worker's Compensation Insurance for all his/her employees.

In case any class of employee is not protected under the Worker's Compensation Statute

for any reason, the Contractor shall provide adequate coverage as shall be necessary to CUSD for the protection of such employees not otherwise protected.

- B. Contractor shall obtain and provide to CUSD required evidence of said insurance prior to commencing the work and maintain, during the life of the contract, Contractor's Bodily Injury and Property Damage Liability Insurance in the amount of One-million dollars (\$1,000,000.00) combined single limit. The liability insurance shall include personal injury liability, broad form liability, contractual liability, and completed operations/products liability. The insurance policy must be an 'occurrence' type; a 'claims-made' policy will not be acceptable.
- C. Insurance Covering Special Hazards. When automobiles, trucks or other contractors' equipment are used in connection with this work, these special hazards shall be covered by riders to the above mentioned Public Liability Insurance and Property Damage Insurance policies, or by special policies of insurance in the same amount. Automobile Liability Insurance shall provide non-owned auto liability coverage for employer non-ownership and hired autos.
- D. Contractor shall procure and maintain Fire Insurance, with extended coverage endorsements, upon the work of the contract to one hundred percent (100%) of the insurable value thereof, including items of labor and materials connected therewith, whether in or adjacent to the structure insured, materials in place or to be used as part of the permanent construction including surplus materials, protective fences, temporary structures, including miscellaneous materials and supplies incident to the work. The insurance policy or policies shall provide that any loss "shall be payable to the Contractor and CUSD" as their respective interests may appear. Contractor shall keep work hereunder fully insured, without cost to CUSD, until final inspection and acceptance thereof.
- E. Except for California Workers Compensation Insurance, CUSD shall be named as an additional insured on all policies of insurance hereunder and shall be furnished a thirty (30) day written notice prior to reduction in coverage or cancellation.

WORKERS:

- A. Contractor shall at all times enforce strict discipline and good order among Contractor's employees. Contractor shall not employ any person or anyone not skilled (or unfit, unqualified), in assigned work.
- B. Any person in the employ of the Contractor, whom CUSD may deem incompetent or unfit, shall be dismissed from the work and shall not again be employed on the project except with written consent of CUSD.

FINGERPRINTS: Contractor shall comply with the fingerprinting and criminal background investigation requirements of the California Education Code. Contractor shall comply with all the California Department of Justice fingerprinting requirements.

SUPERVISION: Contractor shall provide competent supervision of personnel employed on the job, use of equipment, and quality of workmanship.

CONTRACTOR NOT OFFICER, EMPLOYEE OR AGENT OF DISTRICT: While engaged in carrying out the terms and conditions of the Contract, Contractor is an independent contractor and not an officer, employee or agent of District, by direction or inference.

PERMITS AND LICENSES: Contractor shall be responsible for acquiring all necessary permits and shall secure and maintain in force such licenses and permits as required by law in connection with the project.

ACCESS TO WORK: CUSD representatives shall at all time have access to work, wherever it is, in preparation or in progress. Contractor shall provide safe and proper facilities for such access.

OCCUPANCY: CUSD reserves the right to occupy buildings or facilities at any time before contract completion. Such occupancy shall not constitute final acceptance of any part of work covered by this contract nor shall such occupancy extend the specified date for completion.

CHANGES: No changes or alterations to this contract shall be made without specific prior written approval by CUSD.

WARRANTY: Contractor will be required to warrant all work and equipment supplied in the contract for a minimum one year period from date of acceptance.

BRAND OR TRADE NAMES: Attention of the Contractor is directed to the Government Code, which must be complied with as to brand or trade name products. Whenever in the specifications brand or trade name products are specified in writing, the words 'or approved equal' are to be assumed included. Exact compliance with specified brand or trade name products is required unless CUSD issues a written amendment. All requests to substitute must be in writing directed to the CUSD's applicable representative. Contractor must provide for CUSD's approval, the brand name, model number (including drawings and specifications) or other relative information on any proposed product or equipment to be supplied by the Contractor.

PAYMENT: Unless specified otherwise, bidder shall render invoices in for materials delivered or services performed under the contract to CUSD's Accounting department. Invoices shall be submitted immediately on the form designated by CUSD, under the same firm name as shown on the contract. Bidder shall separately list any taxes to be paid by CUSD and shall certify on each invoice that federal excise taxes are not included on the prices listed therein. CUSD shall make payment for materials, equipment, supplies or services furnished under the contract within a reasonable and proper time after acceptance and approval of the invoices by the authorized CUSD representative.

ANTI-DISCRIMINATION: It is the policy of the Capistrano Unified School District Board of Trustees that in connection with any and all work and/or services performed under Public Works and Construction contracts, there will be no discrimination against any employee, company or individual or group of individuals, because of race, color, ancestry, sex, age, national origin, or religious belief. Therefore, the Contractor agrees to comply with applicable Federal and California laws including, but not limited to, California Fair Employment Practice Act, and/or Labor Code, or any code where anti-discrimination language occurs.

CLEAN UP: Debris shall be regularly removed from the premises. The job site shall be free of any and all debris at all times when work is not actually being performed. Upon completion, all debris and containers shall be removed and the work site left clean.