

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS

REQUEST FOR BIDS 24-25-10B

CONTRACT DOCUMENTS

March 14, 2025

National School District 1500 N Avenue National City, CA 91950

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS REQUEST FOR BIDS 24-25-10B

> SECTION 1 NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE TO CONTRACTORS CALLING FOR BIDS

NOTICE IS HEREBY GIVEN that the National School District of San Diego County, California, acting by and through its Governing Board, hereinafter referred to as the DISTRICT will receive up to, but not later than 9:15 AM of the 9th day of April 2025, sealed proposals for the award of a contract for Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools, Bid 24-25-10B.

Bids shall be received in the Business Services Office of the National School District located at 1500 N Avenue, National City, CA and shall be opened and publicly read aloud at the above-stated time and place.

Prospective bidders are required to be pre-qualified for projects in excess of one million dollars (\$1,000,000) in estimated value using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any state school bond. Additionally, subcontractors in the trades of mechanical, electrical and plumbing are required to be prequalified. Prequalification Applications can be found on the District website https://www.nsd.us/Page/188. This Project is subject to prequalification.

In contracts involving expenditure in excess of \$25,000.00, the successful bidder, shall file a payment bond issued by an admitted Surety approved to conduct business in the State of California (Civil Code Section 9550) approved by the District in the form set forth in the contract documents.

Each bid shall be accompanied by a bid bond, the non-collusion affidavit, the list of proposed subcontractors, and all additional documentation required in the contract documents.

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.

The lowest bid shall be the lowest total of the base bid prices as set forth in the bid form.

Pursuant to Labor Code Section 1725.5, contractors and all subcontractors must be registered with the Department of Industrial Relations in order to bid on or to be listed in a bid proposal or to engage in the performance of any defined public work contract. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Director of Industrial Relations has determined the general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the contract which will be awarded to the successful bidder, copies of which are on file and will be made available to any interested party upon request. It shall be mandatory upon the Contractor to whom the contract is awarded, and upon any subcontractor under him, to pay not less than the said specified rates to all workers employed by them in the execution of the contract, as this is a public works contract.

Each bidder shall be a licensed contractor at the time the bid is submitted and throughout the duration of the project pursuant to the Business and Professions Code and shall be licensed in the following classification:

A-General Engineering Contractor

A mandatory Pre-bid Conference and site walk will be held on Monday, March 24, 2025 at 8:00 AM at El Toyon School, 2000 East Division Street, National City, CA 91950 for the purpose of acquainting all prospective bidders with the bid documents and the work site. All prospective bidders for this project are required to attend this meeting

No bidder may withdraw his or her or its bid for a period of sixty (60) days after the date set for the opening of bids.

Dated this 14th day of March, 2025

Leighangela Brady, Ed.D. Secretary to the Governing Board National School District, of San Diego County, California

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS BID 24-25-10B

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SECTION 2 INFORMATION FOR BIDDERS

INFORMATION FOR BIDDERS

1. Preparation of Bid Form

The District invites bids on the attached form to be submitted by qualified contractors to the District at such time and place as is stated in the Notice to Contractors Calling for Bids, not later than 9:15 AM of the 9th day of April, 2025. Bids shall only be prepared using copies of the Bid Forms that are included in the Contract Documents. The use of substitute bid forms other than clear and correct photocopies of those provided by the District will not be permitted. Bids shall be received in the Office of Assistant Superintendent, Business Service located at 1500 N Avenue, National City, CA. All blanks in the bid form must be appropriately filled in, and all prices must be stated in both words and figures. If a different price is stated in words than is stated in figures, the price stated in words shall be the price bid.

2. Bid Security

Each bid shall be accompanied by either: (a) a certified check made payable to the District; (b) a cashier's check made payable to the District; or (c) a bid bond payable to the District executed by the Bidder as principal and surety as obligor in an amount not less than 10% of the maximum amount of the bid. Personal sureties and unregistered surety companies are unacceptable. The surety insurer shall be California admitted surety insurer, as defined in Code of Civil Procedure Section 995.120. The check or bid bond shall be given as a guarantee that the Bidder shall execute the Contract if it be awarded to the Bidder, shall provide the payment and performance bonds and insurance certificates and endorsements as required herein within ten (10) calendar days after notification of the award of the Contract to the Bidder. Failure to provide the required documents may result in forfeiture of the Bidder's bid deposit or bond to the District and the District may award the Contract to the next lowest responsible Bidder, or may call for new bids.

3. Faxed and Electronic Mail Bids

All bids must be under sealed cover. District will not accept any bids or bid modifications submitted by facsimile or electronic mail transmission.

4. Signing of Bids

All Bids submitted shall be executed by the Bidder or its authorized representative. Bidders may be asked to provide evidence in the form of an authenticated resolution of its Board of Directors or a Power of Attorney evidencing the capacity of the person signing the Bid to bind the Bidder to each Bid and to any Contract arising therefrom.

If a Bidder is a joint venture or partnership, it may be asked to submit an authenticated Power of Attorney executed by each joint venturer or partner appointing and designating one of the joint venturers or partners as a management sponsor to execute the Bid on behalf of Bidder. Only that joint venturer or partner shall execute the Bid. The Power of Attorney shall also: (1) authorize that particular joint venturer or partner to act for and bind Bidder in all matters relating to the Bid; and (2) provide that each venturer or partner shall be jointly and severally liable for any and all of the duties and obligations of Bidder assumed under the Bid and under any Contract arising therefrom. The Bid shall be executed by the designated joint venturer or partner on behalf of the joint venture or partnership in its legal name.

5. Modifications

Each Bidder shall submit its Bid in strict conformity with the requirements of the Contract Documents. Unauthorized additions, modifications, revisions, conditions, limitations, exclusions or provisions attached to a Bid may render it non-responsive and may cause its rejection. Bidders shall neither delete, modify, nor supplement the printed matter on the Bid Forms, nor make substitutions thereon. Oral, telephonic and electronic modifications will not be considered, unless the Notice Inviting Bids authorizes the submission of electronic bids and modifications thereto and such modifications are made in accordance with the Notice Inviting Bids.

6. Erasures/Mutilation of Bid Documents

The bid submitted must not contain any erasures, interlineations, or other corrections unless each such correction is suitably authenticated by affixing in the margin immediately opposite the correction the surname or surnames of the person or persons signing the bid.

Contractors should not deface or mutilate the bid documents to the extent that they may not be usable for construction purposes. Bid documents obtained under deposit shall be returned within 10 days after bid opening.

7. Examination of Site and Contract Documents

During the Mandatory Job Walk, each bidder should fully acquaint themselves with the conditions relating to the construction and labor so that they may fully understand the facilities, difficulties, and restrictions attending the execution of the work under the contract. Bidders shall thoroughly examine and be familiar with the drawings and specifications. The failure or omission of any Bidder to receive or examine any contract documents, form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any Bidder from obligations with respect to its bid or to the contract. The Bidder is responsible to obtain any geotechnical and/or soils report pertaining to the site of the work at Bidder's expense. Although any such report does not operate as a warranty or guarantee of site conditions, the submission of a bid shall be taken as prima facie evidence of compliance with all terms of this section.

Discrepancies in, and/or omissions from the Plans, Specifications or other Contract Documents or questions as to their meaning shall be immediately brought to the attention of the District by submission of a written request for an interpretation or correction to the District no later than **12:00 PM on Friday, March 28, 2025**. Such submission, if any, must be sent to the Director of Business Support Services by emailing to jhansen@nsd.us.

Any interpretation of the Contract Documents will be made only by written addenda duly issued and mailed or delivered to each person or firm who has requested notice. The District will not be responsible for any explanations or interpretations provided in any other manner. No person is authorized to make any oral interpretation of any provision in the Contract Documents to any Bidder, and no Bidder should rely on any such oral interpretation.

Bids shall include complete compensation for all items that are noted in the Contract Documents as the responsibility of the Contractor.

- 7.1 Each Bidder, by making his/her bid represents that he has read and understands the Contract and Bid Documents and any and all related reports and information. After executing the Agreement, no consideration will be given to any claim of misunderstanding of the documents.
- 7.2 Each Bidder, by making his/her bid, represents that it has performed all diligence necessary to make an accurate bid, including, but not limited to, visiting the site, inspecting the area of the work, and familiarizing itself with the local conditions under which the work is to be performed, including sub-surface conditions. Such inspection shall specifically consider requirements for accessing the site and determining the work can be completed as required by, and as shown in, the Contract Documents.
- 7.3 With District's approval, including provision of insurance as required, and after scheduling access with the District, each Bidder may conduct additional site investigations at the Bidder's sole cost.

8. Withdrawal of Bids

Prior to bid opening, a Bid may be withdrawn by the Bidder only by means of a written request signed by the Bidder or its properly authorized representative.

9. Agreements and Bonds

The Agreement form, which the successful Bidder, as Contractor, will be required to execute, and the forms and amounts of surety bonds, which will be required to furnish at the time of execution of the Agreement, are included in the contract documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works is as specified in the Special Conditions.

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this contract. The Payment Bond must be in the amount of 100 percent of the total amount payable. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of the successful Bidder, as Contractor, the District will consider and accept multiple sureties on such bonds.

10. Bidders Interested in More Than One Bid and Bidders Not Qualified to Bid

No person, firm, or corporation shall be allowed to make, or file, or be interested in more than one bid for the same work unless alternate bids are specifically called for. A person, firm, or corporation that has submitted a subproposal to a Bidder, or that has

quoted prices of materials to a Bidder, is not thereby disqualified from submitting a subproposal or quoting prices to other Bidders or making a prime proposal. No person, firm, or corporation shall be allowed to bid who has participated in the preparation of contract specifications; a bid by such a person, firm or corporation shall be determined to be nonresponsive.

11. Award of Contract

Once all Bids are opened and reviewed to determine the lowest responsive and responsible Bidder, the District Governing Board may award the contract. The apparent successful Bidder should provide the following documents: (1) the Performance Bond; (2) the Payment Bond; and (3) the required insurance certificates and endorsements. Once the District notifies the Bidder of the intent to award, the Bidder will have ten (10) calendar days from the date of this notification to supply the District with all requested documents and certifications. Regardless of whether the Bidder supplies the required documents and certifications in a timely manner, the Contract time will begin to run fifteen (15) calendar days from the date of the notice of award. Once the District receives all of the properly drafted and executed documents and certifications from the Bidder, the District may issue a Notice to Proceed to that Bidder.

The District may reject any Bid which, in its opinion when compared to other bids received or to the District's internal estimates, does not accurately reflect the cost to perform the Work. The District may reject as non-responsive any bid which unevenly weights or allocates costs, including but not limited to overhead and profit to one or more particular bid items.

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.

12. Additive and Deductive Items: Method of Determining Lowest Bid

Pursuant to Public Contract Code section 20103.8, should this bid solicitation include additive and/or deductive items, the checked [X] method (below) shall be used to determine the lowest bid:

<u>X</u> (a) The lowest for each project shall be the lowest bid price on the base contract for each project without consideration of the prices on the additive or deductive items.

(b) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in the numerical order set forth in the bid form.

(c) The lowest bid shall be the lowest total of the bid prices on the base contract and those additive or deductive items taken in order from a specifically identified list of those items that, when in the bid form and added to, or subtracted from, the base contract, are less than, or equal to, a funding amount publicly disclosed by the District before the first bid is opened.

(d) The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders from being revealed to the public entity before the ranking of all Bidders from lowest to highest has been determined.

If no method is checked, sub-paragraph (a) shall be used to determine the lowest bid.

Notwithstanding the method used by the District to determine the lowest responsible Bidder, the District retains the right to add to or deduct from the contract any of the additive or deductive items included in the bid solicitation.

13. Evidence of Responsibility

Upon the request of the District, a Bidder whose bid is under consideration for the award of the contract shall submit promptly to the District satisfactory evidence showing the Bidder's financial resources, its construction experience in the type of work being required by the District, and its organization available for the performance of the contract and any other required evidence of the Bidder's qualifications to perform the proposed contract. The District may consider such evidence before making its decision awarding the proposed contract. Failure to submit requested evidence of a Bidder's responsibility to perform the proposed contract may result in rejection of the bid.

14. Listing Subcontractors

Each Bidder shall submit with his/her or its sealed bid a list of the proposed subcontractors on this project as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code section 4100 and following). Forms for this purpose are furnished with the contract documents. In addition to these requirements, at the bid opening, Contractor shall provide the address, phone number, **DIR registration number**, and **license number** of each listed subcontractor. If the Bidder fails to provide information within one business day of bid opening, District may in its discretion, reject the bid as nonresponsive.

15. Workers' Compensation

In accordance with the provisions of section 3700 of the Labor Code, Contractor shall secure the payment of compensation to its employees. Contractor shall sign and file with District the following certificate prior to performing the work under this contract:

I am aware of the provisions of section 3700 of the Labor Code 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.

The form of such certificate is included as part of the contract documents.

16. Substitution of Security / Retention

The Contract Documents call for monthly progress payments based upon the percentage of the work completed. The District will retain five percent (5%) of each progress payment as provided by the Contract Documents. At the request and expense of the successful Bidder, the District will substitute securities for the amount so retained in accordance with Public Contract Code Section 22300.

17. Contractor's License and Certifications

Pursuant to Section 7028.15 of the Business and Professions Code and Section 3300 of the Public Contract Code, all Bidders must possess proper licenses for performance of this Contract prior to submittal of bid documents. Subcontractors must possess the appropriate licenses for each specialty subcontracted prior to submittal of bid documents. Pursuant to Section 7028.5 of the Business and Professions Code, the District shall consider any bid submitted by a contractor not currently licensed in accordance with state law and pursuant to the requirements found in the Contract Documents to be non-responsive, and the District shall reject the Bid. The District shall have the right to request, and Bidders shall provide within five (5) calendar days, evidence satisfactory to the District of all valid license(s) currently held by that Bidder and each of the Bidder's subcontractors, before awarding the Contract.

Bidder must have all Certifications and/or Factory Authorizations required for the project prior to submittal of bid; including but not limited to specified manufacturer certifications located in the Special Conditions section of this document. Subcontractors must have all Certifications and/or Factory Authorizations required for each specialty subcontracted prior to submittal of bid; including but not limited to specified manufacturer certifications located in the Special Conditions section of this document.

18. Storm Water Permit for Construction Activity

It shall be the responsibility of the successful Bidder to file a Notice of Intent and procure a State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit). The successful Bidder shall be responsible for procuring, implementing and complying with the provisions of the Permit and the Storm Water Pollution Prevention Plan (SWPPP), including the standard provisions, monitoring and reporting requirements as required by Permit and as required by Article 70 of the General Conditions. It shall be the responsibility of all Bidders to evaluate and include in the bid the cost of procuring the Permit and/or preparing, complying with (e.g., monitoring), or revising the SWPPP.

19. Ethics in Bidding

The District expects the Bidders to maintain high ethical standards in engaging in the competitive bidding process. The bid amount of one Bidder should not be divulged to another before the award of the subcontract or order, nor should it be used by Contractor to secure a lower proposal from another Bidder on that project (bid shopping). Subcontractors or Suppliers should not request information for the Contractor regarding any sub-bid in order to submit a lower proposal on that project (bid peddling). District will consider any Bidder found to be engaging in such practices to be a non-responsible Bidder and may reject its bid on that ground.

20. Substitutions and Special Brand Names

In accordance with Public Contract Code section 3400, except where the District has established a standard which has been approved by the governing board, requests for review and evaluation of "or equal" items will be considered. Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted, in writing, to the District within seven (7) calendar days after the release date of the bid documents. After reviewing the request, the District will respond with its decision to all parties who have requested notice. The District has the right to reject any or all requests for substitutions of equipment, materials, or products other than what is specified in the bid documents. The documentation submitted must include any and all illustrations, specifications, and other relevant data including catalogue information which describes the

substituted item or product or work and substantiates that it is an "or equal" to the specified item or product or work. In addition, the submittal documentation must also include a statement of the cost implications of the substitution being requested stating whether and why the substitution will reduce or increase the contract price. The documentation submitted must also include information regarding the durability and life cycle cost of the substituted item, product or work. Substantiating data shall include a signed affidavit from the Bidder stating that the substituted item or product or work is equivalent to the specified item or product or work in every way except as listed on the affidavit. Whenever possible, the same substitution information is to be included in the sealed bid submittal package. Failure to submit all the needed substantiating data, including the signed affidavit, may result in a determination that the bid is nonresponsive.

BIDDERS ARE SPECIFICALLY NOTIFIED THAT THE SUBMISSION OF THIS DOCUMENTATION IN NO WAY OBLIGATES THE DISTRICT OR IT'S REPRESENTATIVE TO REVIEW SUCH DOCUMENTATION PRIOR TO CONTRACT AWARD. FURTHERMORE, IF A PROPOSED SUBSTITUTION IS REJECTED, BIDDER SHALL BE RESPONSIBLE TO PROVIDE THE ITEM OR PRODUCT OR WORK AS ORIGINALLY SPECIFIED AT NO ADDITIONAL COST TO THE DISTRICT. DISTRICT HAS THE COMPLETE AND SOLE DISCRETION TO DETERMINE IF AN ITEM OR ARTICLE IS AN "OR EQUAL" ITEM.

21. Fingerprinting

By law it is the District's responsibility to determine whether a contractor must provide fingerprint certification. Pursuant to Education Code section 45125.2, the District considers the totality of the circumstances in order to determine if fingerprinting of employees of a contractor working on a school site is required. Factors to be considered include the length of time the contractor's employees are on school grounds, whether students are in proximity with the location where the contractor's employees are working, and whether the contractor's employees are working alone or with others. A determination regarding whether fingerprint certification is required is contained in the Special Conditions.

22. Registration with Department of Industrial Relations

Pursuant to Labor Code Section 1725.5, contractors and all subcontractors must be registered with the Department of Industrial Relations (DIR) in order to bid on, to be listed in a bid proposal for a public works project or to engage in the performance a public works contract. A complete list of DIR registration numbers of all second and third tier subcontractors included on the project will be due at bid opening. Failure to provide the complete list may result in a determination of non-responsiveness. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

Contractor and any subcontractors engaging in work on the Project are required to review and comply with the provisions of the California Labor Code, Division 2, Part 7, Chapter 1, beginning with Section 1720, and the regulations of the Department of Industrial Relations implementing those provisions. These statutory and regulatory provisions contain specific requirements concerning, for example, the determination and payment of prevailing wages, retention, inspection and auditing of payroll records, use of apprentices, payment of overtime compensation, and various penalties or fines which may be imposed for violations of the requirements of the chapter. Submission of a bid proposal constitutes the bidder's representation that it has thoroughly reviewed these statutory and regulatory requirements are applicable to the subcontractor's work.

23. Disabled Veteran Business Enterprises

Disabled Veteran Business Enterprise (DVBE) incentive is waived for this project.

24. Immigration Reform and Control Act

The Bidder hereby certifies that he or she or 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 the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the IRCA.

25. Filing of Bid Protests

Bidders may file a "protest" of a Bid with the District's Director of Business Support Services. In order for a Bidder's protest to be considered for review, the protest must;

- a. Be filed in writing within five (5) calendar days of the notice of intent to award:
- b. Clearly identify the specific irregularity or accusation;
- c. Clearly identify the specific District staff determination or recommendation being protested;
- d. Specify, in detail, the grounds of the protest and the facts supporting the protest; and

e. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid.

If the protest is properly submitted, the District's Director of Business Support Services, or other designated District staff member shall review the basis of the protest and all relevant information. The Director of Business Support Services will provide a written decision to the protestor. The protestor may then appeal the decision of the Director of Business Support Services to the Assistant Superintendent of Business Services.

26. Addenda

The District reserves the right to revise the Contract Documents prior to the bid opening date. Revisions, if any, shall be made by written Addendum. All addenda issued by the District shall be included in the bid and made part of the Contract Documents. Pursuant to Public Contract Code Section 4104.5, if the District issues an Addendum which includes material changes to the Project less than 72 hours prior to the deadline for submission of bids, the District will extend the deadline for submission of bids. The District may determine, in its sole discretion, whether an Addendum warrants postponement of the bid submission date. Each prospective Bidder shall provide District a name, address and email to which Addenda may be sent, as well as a telephone number by which the District can contact the Bidder. Copies of Addenda will be furnished by email, first class mail, express mail or other proper means of delivery without charge to all parties who have obtained a copy of the Contract Documents and provided such current information. Please Note: Bidders are responsible for ensuring that they have received any and all Addenda. To this end, each Bidder should contact the Purchasing Department to verify that it has received all Addenda issued, if any, prior to the bid opening.

27. Submission of Sealed Bids

Once the Bid and supporting documents have been completed and signed as set forth herein, they shall be placed, along with the Bid Guarantee and other required materials in an envelope, sealed, addressed and delivered or mailed, postage prepaid to the District at the place and to the attention of the person indicated in the Notice Inviting Bids. No oral <u>or</u> telephonic bids will be considered. No forms transmitted via the internet, e-mail, facsimile, or any other electronic means will be considered unless specifically authorized by District as provided herein. The envelope shall also contain the following in the lower left-hand corner thereof:

(Contractor's Name) Bid 24-25-10B

Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools

Only where expressly permitted in the Notice Inviting Bids, may Bidders submit their bids via electronic transmission pursuant to Public Contract Code Sections 1600 and 1601. District reserves the right to not accept electronically transmitted bids if not specifically authorized in the Notice Inviting Bids, and may reject any bid not strictly complying with District's designated methods for delivery.

28. Delivery and Opening of Bids

Bids will be received by the District at the address shown in the Notice Inviting Bids up to the date and time shown therein. The District will leave unopened any Bid received after the specified date and time, and any such unopened Bid will be returned to the Bidder. It is the Bidder's sole responsibility to ensure that its Bid is received as specified. Bids may be submitted earlier than the dates(s) and time(s) indicated.

Bids will be opened at the date and time stated in the Notice Inviting Bids, and the amount of each Bid will be read aloud and recorded. All Bidders may, if they desire, attend the opening of Bids. The District may in its sole discretion, elect to postpone the opening of the submitted Bids. District reserves the right to reject any or all Bids and to waive any informality or irregularity in any Bid. In the event of a discrepancy between the written amount of the Bid Price and the numerical amount of the Bid Price, the written amount shall govern.

29. Insurance Requirements

The successful Bidder shall procure the insurance in the form and in the amount specified in the General Conditions.

30. Prevailing Wage

The general prevailing rate of per diem wages in the locality in which this work is to be performed for each craft or type of worker needed to execute the Contract may be obtained online at http://www.dir.ca.gov/dlsr. Bidders are advised that a copy of these rates must be posted by the successful Bidder at the job site(s).

31. Debarment of Contractors and Subcontractors

In accordance with the provisions of the Labor Code, contractors or subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid to a debarred subcontractor by the Contractor for the Project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

Contractors who will perform more than \$100,000 in business with the District during the fiscal year must complete the Suspension and Debarment Certification, Certification Regarding Lobbying Form (and, if applicable, Disclosure of Lobbying Activities) forms. The forms are available upon request from the Purchasing Office at 619-336-7784. The District is prohibited from contracting with Contractors that are on the U.S. General Services Administration's Suspension and Debarment List. The Suspension and Debarment Certification is required to document that the Contractor or any of its key employees have not been debarred, proposed for debarment, or suspended by a Federal agency.

32. Sales and Other Applicable Taxes, Permits, and Fees

Contractor and its subcontractors performing work under this Contract will be required to pay California sales tax and other applicable taxes, and to pay for permits, licenses and fees required by the agencies with authority in the jurisdiction in which the work will be located, unless otherwise expressly provided by the General or Special Conditions.

33. Iran Contracting Act of 2010

The Bidder hereby certifies that he/she or it is, and at all times during the performance of work hereunder shall be, in full compliance with the provisions of the Iran Contracting Act of 2010. The Bidder shall indemnify, hold harmless and defend the District against any and all actions, proceedings, penalties or claims arising out of the Bidder's failure to comply strictly with the Iran Contracting Act of 2010.

34. Prequalification

Prospective bidders are required to be pre-qualified for projects in excess of one million dollars (\$1,000,000) in estimated value using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any state school bond. Additionally, subcontractors in the trades of mechanical, electrical and plumbing are required to be prequalified. These trades are associated with California State Contractor's License classifications including, but not limited to: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46. The prequalification process may be conducted on a per project basis and/or on scheduled basis, as determined by the needs of the District. Prequalification status is valid for one (1) calendar year. This Project is subject to prequalification.

End of Information for Bidders

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS BID 24-25-10B

> SECTION 3 CONTRACT BID FORMS

TO: National School District, acting by and through its Governing Board, herein called the "District":

Pursuant to and in compliance with your Request for Bids and the other documents relating thereto, the undersigned Contractor, having thoroughly examined and familiarized himself with the terms of the contract, the local conditions affecting the performance of the contract and the cost of the work at the place where the work is to be done, and with the drawings and specifications and other contract documents, hereby proposes and agrees to perform, within the time stipulated, the contract, including all of its component parts, and everything required to be performed, and to provide and furnish any and all of the labor, materials, tools, expendable equipment, and all utility and transportation services necessary to perform the contract and complete in a workmanlike manner all of the work required in connection with Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools Bid 24-25-10B all in strict conformity with the drawings and specifications and other contract documents, including addenda nos.______, and ______, on file at the office of Assistant Superintendent, Business Services of District for the sum of:

		Dollars	Cents
Total Base Bid Amount:	\$ ()	

BID AWARDS: Award for Project will be determined on the lowest base bid on page 1.

BID PRICE GUARANTEED: Prices quoted herein are to remain firm from April 9, 2025 to October 3, 2025.

- 1. The District has no obligation to award any contracts listed on this Bid Form.
- 2. It is understood that the District reserves the right to reject this bid and that this bid shall remain open and not be withdrawn for the period specified in the Notice to Contractors Calling for Bids.
- 3. Document checklist: _____The required **bid security** is attached hereto.

Non-collusion affidavit is attached hereto.

The required list of proposed **subcontractors** is attached hereto.

Bidder Information Forms are attached hereto.

- 4. It is understood and agreed that Bidder shall provide the addresses, telephone numbers, and license numbers of all listed subcontractors at bid opening or Bidder's bid may be rejected as nonresponsive.
- 5. It is understood and agreed that if written notice of the acceptance of this bid is mailed, telegraphed, or delivered to the undersigned after the opening of the bid, and within the time this bid is required to remain open, or at any time thereafter before this bid is withdrawn, the undersigned will execute and deliver to the District a contract in the form attached hereto in accordance with the bid as accepted. The undersigned will also furnish and deliver to the District the Performance Bond and Payment Bond for Public Works as specified, all within seven (6) days after receipt of notification of intent to award. The work under the contract shall be commenced by the undersigned Bidder, if awarded the contract, on the date to be stated in the District's Notice to Proceed, and shall be completed by the Contractor in the time specified in the contract documents.

6. The names of all persons interested in the foregoing proposal as principals are as follows:

														-	
	also nar firm, als	mes so na	of th ame:	e pres s of a	sident, se	cretary, ial copai	treasure tners c	er, and	mana	ager ther	eof; if a	copartn	ership	o, state t	corporation, rue name of erson is an
7.		e No													Contractors, It license is
					, th alifornia, t herein a				of 1 n sub	he Bidde mitted by	er, herel / the Bid	by certif lder in c	y unde onnec	er penal tion with	ty of perjury this bid and
Execute	d on this				day of			. 20	_at			(County	v, Califor	nia.
Proper N	lame of	Bidd	er _												
Signatur	e of Bido	ler _													
of autho of the fir	rized offi m shall b	cers e se	or ag t for	gents th abo	and the d	locumen ner with t	t shall b he sign	ear the ature o	corp	orate sea partner o	al; if Bido r partne	der is a p ers autho	oartne orized	rship, th to sign (e signatures e true name contracts on
Busines	s Addres	s:											_		
Place of	Residen	ice:													
Telepho	ne:	() _										_		

BID BOND

THAT	3
as Principal, and	, as
Surety, are held firmly bound unt	the NATIONAL SCHOOL DISTRICT (hereinafter called the
DISTRICT) in the sum	of

_______DOLLARS (\$______), being not less than ten percent (10%) of the Total Bid Price; for the payment of which sum will and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal has submitted a bid to the DISTRICT to perform all Work required for the construction of the Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools, Bid 24-25-10B as set forth in the Notice Inviting Bids and accompanying Bid Documents, dated March 14, 2025.

NOW, THEREFORE, if said Principal is awarded a Contract for the Work by the DISTRICT and, within the time and in the manner required by the above- referenced Bid Documents, enters into the written form of Contract bound with said Bid Documents, furnishes the required bonds (one to guarantee faithful performance and the other to guarantee payment for labor and materials) furnishes the required insurance certificates and endorsements, and furnishes any other certifications as may be required by the Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect. In the event suit is brought upon this bond by the DISTRICT and judgment is recovered, said Surety shall pay all costs incurred by the DISTRICT in such suit, including reasonable attorneys' fees to be fixed by the court.

SIGNED AND SEALED, this	day of	, 20 .
-------------------------	--------	--------

Principal

Surety

By:

By:

Signature

Signature

(SEAL)

(SEAL)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the "Subletting and Subcontracting Fair Practices Act," Sections 4100 through 4114 of the California Public Contract Code, and any amendments thereto, each Bidder shall provide the information requested below for each subcontractor who will perform work, labor or render service to Bidder in or about the construction of the Work in an amount in excess of one-half of one percent (greater than 0.5 %) of the Bidder's Total Bid Price, or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, and shall further set forth the portion of the Work which will be done by each subcontractor. Bidder shall list only one subcontractor for any one portion of the Work.

The Department of Industrial Relations (**DIR**) registration number for each subcontractor will be due no later than **24 hours of bid opening**. Failure to supply DIR registration numbers of all subcontractors may result in a determination of non-responsiveness for the bid proposal.

If the Bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract, it shall be deemed to have agreed to perform such portion itself, and <u>shall not be permitted to subcontract that</u> <u>portion of the Work</u> except under the conditions hereinafter set forth below.

Subletting or subcontracting of any portion of the Work in excess of one half of one percent (greater than 0.5%) of the Total Bid Price or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the Contractor's total bid or ten thousand dollars (\$10,000), whichever is greater, for which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after District approval.

(Duplicate page if needed for listing additional subcontractors)

Name and Location of Subcontractor	Description of Work to be Subcontracted
Name:	
Address:	
Ph: Fax:	License No.
	DIR#
Name and Location of Subcontractor	Description of Work to be Subcontracted
Name:	
Address:	
Ph: Fax:	License No.
	DIR#

NON-COLLUSION AFFIDAVIT

In accordance with Public Contract Code Section 7106, the undersigned, being first duly sworn, deposes and says that he or she holds the position listed below with the Bidder, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the Bidder has not directly or indirectly induced or solicited any other Bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that 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, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that 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, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Signature

Typed or Printed Name

Title

Bidder

Subscribed and sworn before me This____day of_____, 20____

Notary Public in and for the State of California

(Seal)

My Commission Expires: _____

SECTION 3 - C BIDDER INFORMATION FORMS

IMPORTANT NOTE: This bid may be subject to prequalification. All Bidders, regardless of prequalification status, must complete the following Bidder Information Forms and submit them with their bid.

INFORMATION ABOUT BIDDER [Indicate not applicable ("N/A") where appropriate.]

NOTE: Where Bidder is a joint venture,	pages shall be duplicated	and information provided for
all parties to the joint venture.		

1.0	Name of Bidder:	
2.0	Type, if Entity:	
3.0	Bidder Address:	
	Facsimile Number	Telephone Number
4.0	How many years has Bidder'	s organization been in business as a Contractor?
5.0	How many years has Bidder'	s organization been in business under its present name?
5.1	Under what other or former n	ames has Bidder's organization operated?
6.0	If Bidder's organization is a c	orporation, answer the following:
6.1	Date of Incorporation:	
6.2	State of Incorporation:	
6.3	President's Name:	
6.4	Vice-President's Name(s):	
6.5	Secretary's Name:	
6.6	Treasurer's Name:	
7.0	If an individual or a partnersh	ip, answer the following:
7.1	Date of Organization:	

- 7.2 Name and address of all partners (state whether general or limited partnership):
- 8.0 If other than a corporation or partnership, describe organization and name principals:
- 9.0 List other states in which Bidder's organization is legally qualified to do business.
- 10.0 What type of work does the Bidder normally perform with its own forces?
- 11.0 Has Bidder ever failed to complete any work awarded to it? If so, note when, where, and why:
- 12.0 Within the last five years, has any officer or partner of Bidder's organization ever been an officer or partner of another organization when it failed to complete a contract? If so, attach a separate sheet of explanation:
- 13.0 <u>On a separate sheet</u>, list the construction experience of the key individuals of Bidder's organization.

(see attached)

14.0 List Trade References:

15.0 List Bank References (Bank, Branch Address, Account Number):

16.0 Name of Bonding Company and Name and Address of Agent:

	ENT PROJECTS (Bac additional current pro		
<u>Project</u>	Description of <u>Bidder's Work</u>	Completion <u>Date</u>	Estimated Magnitude <u>(\$. m/hrs. etc.)</u>
	COMPLETED PROJEC		
[Attach page if r	needed for listing of ad	ditional completed pro	ojects.j
	school project first whic uired Work followed by		to demonstrate Bidder's ability to hronological order.
Project Client	<u>Performance</u>	Magnitude <u>(\$.m/hrs.etc.)</u>	Contract Contact Information <u>Name & Phone Number</u>

EXPERIENCE AND TECHNICAL QUALIFICATIONS QUESTIONNAIRE

Personnel:

The Bidder shall identify the key personnel to be assigned to this project in a management, construction supervision or engineering capacity.

1. List each person's job title, name and percent of time to be allocated to this project:

Summarize each person's specialized education	2.	Summarize	each	person's	specialized	education:
---	----	-----------	------	----------	-------------	------------

3. List each person"s years of construction experience relevant to the project:

4. Summarize such experience:

Bidder agrees that personnel named in this Bid will remain on this Project until completion of all relevant Work, unless substituted by personnel of equivalent experience and qualifications approved in advance by the District.

Additional Bidder's Statements:

If the Bidder feels that there is additional information, which has not been included in the questionnaire above, and which would contribute to the qualification review, it may add that information in a statement here or on an attached sheet, appropriately marked:

VERIFICATION AND EXECUTION

These Contract Bid Forms shall be executed only by a duly authorized official of the Bidder:

I declare under penalty of perjury under the laws of the State of California that the foregoing information is true and correct:

Executed on this	_day of	_, 20	
By: Type or Print Name			
Signature			
Title			
Subscribed and sworn before	me thisday of		<u>,</u> 20
Notary Public in and for the State of California			
(Seal)			

My Commission Expires: _____

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS BID 24-25-10B

SECTION 4 AGREEMENT

CONTRACT AGREEMENT

THIS AGREEMENT, made this _____ day of _____ in the County of ______, State of California, by and between the National School District, hereinafter called the District, and ______, hereinafter called the Contractor,

WITNESSETH that the District and the Contractor for the considerations stated herein agree as follows:

ARTICLE 1 - SCOPE OF WORK. The Contractor shall perform within the time stipulated the contract as herein defined, and shall provide all labor, materials, tools, utility services, and transportation to complete in a workmanlike manner all of the work required in connection with the following titled project:

Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools Bid 24-25-10B

in strict compliance with the contract documents as specified in Article 4 below.

ARTICLE 2 - TIME FOR COMPLETION. (a) The work shall be commenced on the date stated in the District's notice to proceed, as provided in Section A of the Special Conditions. As specified in District's notice to proceed, the work shall be completed within Twenty Three (23) days from and after the date stated in such notice, which shall include three (3) working days for normal bad weather, taking into consideration the seasonal weather for the time when construction will be undertaken.

(b) In entering into this Agreement, Contractor acknowledges and agrees that the construction duration stipulated herein is adequate and reasonable for the size and scope of the project.

ARTICLE 4 - COMPONENT PARTS OF THE CONTRACT. The contract entered into by this Agreement consists of the following contract documents (referred to herein as the contract of the contract documents), all of which are component parts of the contract as if herein set out in full or attached hereto:

Notice to Contractors Calling for Bids Information for Bidders Bid. as accepted Designation of Subcontractors List of Subcontractor's DIR Registration Numbers Noncollusion Affidavit Agreement Bid Bond Performance Bond Payment Bond for Public Works Recycled Content Certification Contractor Fingerprinting Requirements Asbestos-Free Materials Certification Drug-Free Workplace Certification Contractor's Certificate Regarding Workers' Compensation General Conditions and Special Conditions Project Manual and Specifications Drawings Certification of Contractor and Subcontractor Division of Industrial Relations Registration ____, ____, as issued Addenda Nos

All of the above-named contract documents are intended to be complementary. Work required by one of the above-named contract documents and not by others shall be done as if required by all. This agreement shall supersede any prior agreement of the parties.

IN WITNESS WHEREOF, this Agreement has been duly executed by the above-named parties, on the day and year first above written.

CONTRACTOR:		DISTRICT: National School District
License No.	_DIR #	Ву
Ву		lts
Its		Governing Board Date

Contract Agreement

(Corporate Seal)

WORKERS' COMPENSATION

Labor Code section 3700 in relevant part provides:

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, 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 employees.

I am aware of the provisions of section 3700 of the Labor Code 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

Title

Company

(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 this contract.)

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS

BID 24-25-10B

SECTION 5 PERFORMANCE BOND

PERFORMANCE BOND

WHEREAS the NATIONAL SCHOOL DISTRICT (also herein "Obligee") has awarded to (hereinafter "Contractor"), a contract for work consisting of but not limited to, furnishing all labor, materials, tools, equipment, services, and incidentals for the construction of the Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools, Bid 24-25-10B, Project and all other required structures and facilities within the rights-of-way, easements and permits;

WHEREAS, the Work to be performed by the Contractor is more particularly set forth in that certain contract for the said Public Work dated _______(hereinafter the "Public Work Contract"); and

WHEREAS, the Contractor is required by said Public Work Contract to perform the terms thereof and to provide a bond both for the performance and guaranty thereof,

	NOW,	Т	THEREFORE,		we						
				,	the	undersigned	Contrac	ctor,	as	Principal	l, and
						, a corporat	ion organiz	ed and e	xisting	under the	e laws of
the State of			, and	duly	authori	zed to transact	business	under th	ne laws	s of the	State of
California, as	Surety, are	held an	d firmly	bound	d unto	the NATIONA	L SCHOO	DL DIST	RICT	in the	sum of
	-		-								dollars,
\$ <u></u>		,	said sum	being	not les	s than 100% of t	he total am	ount pay	able by	/ the said	Obligee
under the term	s of the said I	Public Wo	ork Contra	act for	which	payment well a	nd truly to b	e made	we bir	nd ourse!	lves. our

heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Public Work Contract and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill the one-year guarantee of all materials and workmanship; and indemnify and save harmless the Obligee, its officers and agents, as stipulated in the said Public Work Contract, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect. In the event legal action is required to enforce the provisions of this agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements, and other damages.

In case legal action is required to enforce the provisions of this bond, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to court costs, necessary disbursements and other consequential damages.

The said Surety, for value received, hereby stipulates and agrees that no change, extensions of time, alteration or addition to the terms of the Public Work Contract or to the Work to be performed thereunder, or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the Work or to Specifications.

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

Principal/Contractor

By:

President

Surety

•

By:_____ Attorney-in-Fact

National School District Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools Bid 24-25-10B
The rate of premium on this bond isper thousand.
The total amount of premium charged, \$
(The above must be filled in by corporate surety.)
STATE OF CALIFORNIA)) ss. COUNTY OF)
On this day of, in the year, before me,, a Notary Public in and for said state, personally appeared, known to me (or proved to be on the basis of satisfactory evidence)
to be the person whose name is subscribed to the within instrument as the Attorney-in-Fact of the
Notary Public in and for said State

(SEAL)

My Commission expires_____.

This space intentionally left blank.

National School District Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools Bid 24-25-10B

CERTIFICATE AS TO CORPORATE PRINCIPAL

l,	,	certify	that	Ι	am	the
	Secretary of the corpo	ration nam	ed as pri	ncipa	I to the	within
bond; that	who signed the s	said bond o	n behalf o	ofthe	principa	al was
then	of said corporation; that I	know his s	signature	, and	his sigr	nature
thereto is genuine; and that said bond was duly si	gned, sealed and attested for	and in beh	alf of said	d corp	oration	by
authority of its governing Board.						

(Corporate Seal)

Signature

Date

NOTE: A copy of the power of attorney to local representatives of the bonding company may be attached hereto.

This space intentionally left blank.

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS

BID 24-25-10B

SECTION 6 PAYMENT BOND

PAYMENT BOND

WHEREAS, the National School District (hereinafter designated as "Public Entity"), by action taken or a resolution passed_______, 20_____, has awarded to_______, hereinafter designated as the "Principal," a contract for the work described as follows: **Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools, Bid 24-25-10B** (the "Project"); and

WHEREAS, said Principal is required by California Civil Code Section 9550 et seq. to furnish a bond in connection with said contract;

NOW THEREFORE, we, the Principal and _______, as Surety, are held and firmly bound unto the Public Entity in the penal sum of ________ Dollars (\$______) 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 Principal, his or hers or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay (1) any of the persons named in California Civil Code Section 9100, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or (3) for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the contractor and his subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to such work and labor the surety or sureties will pay for the same, in an amount not exceeding the sum hereinabove specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Public Entity in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in California Civil Code Section 9100 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this 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, 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 owner or Public Entity 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 California Civil Code Section 9100, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned.

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety above named, on the _____day of _____, 20_.

Principal_____

Ву_____

Surety _____

[Attach required acknowledgments]

By Attorney-in-Fact

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS BID 24-25-10B

SECTION 7 GENERAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

Article 1 DEFINITIONS

- a. The "District" and "Contractor" are those mentioned as such in the agreement. For convenience and brevity, these terms, as well as terms identifying other persons involved in the contract are treated throughout the contract documents as if they are of singular number and masculine gender.
- b. "Subcontractor," as used herein, includes those having a direct contract with Contractor and one who furnishes material worked to a special design according to plans and specifications of this work, but does not include one who merely furnishes material not soworked.
- c. "Surety" is the person, firm, or corporation, admitted as a California admitted surety, that executes as surety the Contractor's Performance Bond and Payment Bond for Public Works.
- d. "Provide" shall include "provide complete in place," that is, "furnish and install."
- e. Words such as "indicated," "shown," "detailed," "noted," "scheduled," or words of similar meaning shall mean that reference is made to the drawings, unless otherwise noted. It shall be understood that the direction, designation, selection, or similar import of the District is intended, unless stated otherwise.
- f. "Work" of the Contractor or subcontractor includes labor or materials or both.
- g. The term "day" as used herein shall mean calendar day unless otherwise specifically designated.
- h. Where the words "equal," "equivalent," "satisfactory," "directed," "designated," "selected," "as required," and words of similar meaning are used, the written approval, selection, satisfaction, direction, or similar action of the District is required.
- i. Where the word "required" and words of similar meaning are used, it shall mean, "as required to properly complete the work as required by the District," unless stated otherwise.
- j. The word "perform" shall be understood to mean that the Contractor, at Contractor's expense, shall perform all operations necessary to complete the work, including furnishing of necessary labor, tools, and equipment, and further including the furnishing and installing of materials that are indicated, specified, or required to complete such performance.
- k. Where the words "acceptable," "acceptance," or words of similar import are used, it shall be understood that the acceptance of the District is intended.
- I. Where shown, the words "includes," and "including," do not limit the work to the items following those words.

Article 2 DRAWINGS AND SPECIFICATIONS

- a. **Contract Documents.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. The intention of documents is to include all labor and materials, equipment, and transportation necessary for the proper execution of the work. Materials or work described in words which as applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards.
- b. Interpretations. Drawings and specifications are intended to be fully cooperative and to agree. However, if Contractor observes that drawings and specifications are in conflict, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If such conflict arises, the following order of precedence shall generally apply, provided, however, that the order of precedence shall not be so rigidly interpreted as to affect an absurd or costly result:
 - 1. Special Conditions shall take precedence over General Conditions.
 - 2. Technical Specifications implement, in additional detail, the requirements of the General Conditions. In the event of conflict between the Technical Specifications and the General Conditions, the General Conditions shall take precedence.
 - 3. In the event of a conflict between the Technical Specifications and the drawings, the higher quality, higher quantity and most stringent requirements shall be deemed to apply and shall govern as to materials, workmanship, and installation procedures.
 - 4. With regard to drawings:
 - (a) Figures govern over scaled dimensions;
 - (b) Larger details govern over general drawings;
 - (c) Addenda/change order drawings govern over contract drawings;
 - (d) Contract drawings govern over standard drawings.
 - 5. Work not particularly shown or specified shall be the same as similar parts that are shown or specified.
- c. Misunderstanding of drawings and specifications shall be clarified by the District, whose decisions shall be final.

d. Standards, Rules, and Regulations referred to are recognized printed standards and shall be considered as one and a part of these specifications within limits specified.

Article 3 COPIES FURNISHED

Contractor will be furnished, free of charge, copies of drawings and specifications as set forth in Special Conditions. Additional copies may be obtained at cost of reproduction.

Article 4 OWNERSHIP OF DRAWINGS

All drawings, specifications, and copies thereof furnished by District are its property. They are not to be used on other work and with exception of signed contract sets, are to be returned to District on request at completion of work.

Article 5 DETAIL DRAWINGS AND INSTRUCTIONS

- a. **Examination of Contract Documents.** Before commencing any portion of The Work, Contractor shall again carefully examine all applicable Contract Documents, the Project site and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the District Representative of any potential error, inconsistency, ambiguity, conflict or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any subcontractor proceed with Work if uncertain as to the applicable requirements.
- b. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict or lack of detail or explanation, the District Representative will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.
- c. Quality of Parts, Construction and Finish. All parts of The Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish. In no case shall Contractor proceed with The Work without obtaining first from the District Representative such Approval may be necessary for the proper performance of Work.
- d. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all applicable laws, ordinances, rules and regulations, the District Representative may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

Article 6 TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- Project shall be commenced on or before the date stated in District's notice to the contractor to proceed and shall be completed by Contractor in the a. time specified in the Special Conditions. The notice to the contractor to proceed shall not be issued until all contract documents, including the Contract, the necessary original Certificates of Insurance, Endorsements of Insurance, Performance Bond, Payment Bond and all other documentation and certification required by the Contract have been received by the District. The District has stipulated in the Bid Form and the Special Conditions the schedule for contract submittals. The District is under no obligation to consider early completion of the project and the contract completion date shall not be amended by the District's acceptance of the Contractor's proposed earlier completion date. Furthermore, Contractor shall not, under any circumstances receive additional compensation from the District for indirect, general, administrative or other forms of overhead costs for the period between the time of earlier completion proposed by the Contractor and the official contract completion date. If the work is not completed in accordance with the foregoing, it is understood that the District will suffer damage. It being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to District as fixed and liguidated damages, and not as a penalty, the sum stipulated in the Special Conditions for each calendar day of delay until work is completed and accepted. Contractor and his surety shall be liable for the amount thereof. Any money due or to become due the Contractor may be retained to cover said liquidated damages. Should such money not be sufficient to cover said liquidated damages, District shall have the right to recover the balance from the Contractor or his sureties, who will pay said balance forthwith. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the Project beyond the contractual completion date.
- b. Contractor shall abide by District's determination of what constitutes inclement weather based upon the inspector or geotechnical engineer's recommendation. A bad weather day is a day when the weather causes unsafe work conditions or is unsuitable for work that should not be performed during inclement weather (i.e., exterior finishes). Time extensions shall only be granted when the work that is stopped during inclement weather is on the critical path of the Project schedule. The District's consideration of time extension requests will take into account situations when rain days exceed the normal frequency and amount based on the closest weather station data averaged over the past three years, for the period of this contract and when Contractor can show such rain days impact the critical path. Contractor shall be expected to perform all work he can possibly complete during inclement weather (i.e., interior work).
- c. Extension of Time. Contractor shall not be charged liquidated damages because of any delays in completion of work due to unforeseeable causes beyond the control and without the fault or negligence of Contractor including, but not restricted to: acts of God, or of public enemy, acts of Government, acts of District or anyone employed by it or acts of another Contractor in performance of a contract with District, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather or delays of subcontractors due to such causes. Contractor shall within five (5) days of beginning of any such delay (unless District grants a further period of time prior to date of final settlement of the contract) notify District in writing of causes of delay; thereupon District shall ascertain the facts and extent of delay and grant extension of time for completing work when, in its judgment, the findings of fact justify such an extension. The District's findings of fact thereon shall be final and conclusive on all parties. In case of a continuing cause of delay, only one claim is necessary. Time extensions to the project should be requested by the Contractor as they occur and without delay. Regardless of the time lines in the schedule submitted by Contractor, no delay claims shall be accepted by District unless the event or occurrence delays the completion of the project beyond the contractual completion date.

- d. Determining Damages for Delay. District's liability to Contractor for delays for which District is responsible shall be limited to an extension of time for delays unless such delays were unreasonable under the circumstances involved and were not within the contemplation of the parties when the contract was awarded. Contractor agrees that the District's representative shall determine the actual costs to Contractor of any delay for which Contractor may claim damages from District. Such costs, if any, shall be directly related to the project, and shall not include costs that would be bome by the Contractor in the regular course of business, including, but not limited to, office overhead and ongoing insurance costs. The District shall not be liable for any damages which the Contractor could have avoided by any reasonable means including, but not limited to, the judicious handling of forces, equipment, or plant.
- e. Removal or Relocation of Main or Trunkline Utility Facilities. The Contractor shall not be assessed for liquidated damages for delay in completion of the project, when such delay was caused by the failure of the awarding authority of this contract or the owner of the utility to provide for removal or relocation of the existing main or trunkline utility facilities; however, when the Contractor is aware that removal or relocation of an existing utility has not been provided for, Contractor shall promptly notify the awarding authority and the utility in writing, so that provision for such removal or relocation may be made to avoid and minimize any delay which might be caused by the failure to remove or relocate the main or trunkline utility facilities, or to provide for its removal or relocation. In accordance with section 4215 of the Government Code, if the Contractor while performing the contract discovers any existing main or trunkline utility facilities not identified by the public agency in the contract plans or specifications, he shall immediately notify the public agency and utility in writing. The public utility, where they are the owner, shall have the sole discretion to perform repairs or relocation, repairing damage not due to the failure of the Contractor to exercise reasonable price. The Contractor shall be compensated for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the plans and specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. Such compensation shall be in accordance with the extra work provisions set out at Article 40 hereof.

Article 7 PROGRESS SCHEDULE

- a. Within fourteen (14) days after the date of the Award of the Contract, Contractor shall prepare a baseline progress schedule in hard copy and disk form and shall submit this schedule for the District's approval. The schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the project within the time specified for completion. The schedule shall include milestones and shall include the "critical path" of construction. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the project; the District's approval of the progress schedule does not relieve the Contractor of any such responsibility. Contractor's failure to incorporate all elements of work required for the performance of the contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all work required for a completed project within the specified contract time period, notwithstanding the District's acceptance of the schedule. The first payment will not be made unless the District has been provided and has accepted the project schedule.
- b. The schedule shall allow enough time for inclement weather. Such schedule shall indicate graphically the beginning and completion dates of all phases of construction, and shall indicate the critical path for all critical, sequential time related activities. All required schedules shall indicate "float time" for all "slack" or "gaps" in the non-critical activities. Submitted construction schedules shall have a duration which does not exceed the contract time. Excess time may be picked up with "float time" at the discretion of the District. A "bar chart" in reasonably complete detail shall be adequate in contracts over \$1 million and shall show critical path items. All required schedules shall be periodically updated to reflect changes in the status of the job, including weather delays. At a minimum, the Contractor shall be required to provide and keep updated a monthly schedule in order to prevent delay claims.

Article 8 CONTRACT SECURITY

Unless otherwise specified in Special Conditions, Contractor shall furnish a surety bond in an amount equal to 100 percent of contract price as security for faithful performance of this contract and shall furnish a separate bond as security for payment of persons performing labor and furnishing materials in connection with this contract. The Payment Bond must be in the amount of 100 percent of the total amount payable. Both the Payment and the Performance Bonds must be executed by an admitted Surety approved to conduct business in the State of California which meets the highest standards the District is legally permitted to establish. Aforesaid bonds shall be in form set forth in these contract documents. Upon request of Contractor, District will consider and accept multiple sureties on such bonds.

Article 9 ASSIGNMENT

Contractor shall not assign this contract or any part thereof without prior written consent of District. Any assignment of money due or to become due under this contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure, and/or the Government Code.

Article 10 PROHIBITED INTERESTS

No official of District and no District representative who is authorized in such capacity and on behalf of District to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of project, shall be or become directly or indirectly interested financially in this contract or in any part thereof. No officer, employee, attorney, engineer or inspector of or for District who is authorized in such capacity and on behalf of District to exercise any executive, supervisory or other similar functions in connection with construction of project, shall become directly or indirectly interested financially in this contract or in any part thereof.

Article 11 SEPARATE CONTRACTS

District reserves the right to let other contracts in connection with this work or other work at the same site. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly connect and coordinate his work with theirs.

If any part of Contractor's work depends for proper execution or results upon work of any other contractor, the Contractor shall inspect and promptly report to District any defects in such work that renders it unsuitable for such proper execution and results. His failure to inspect and report shall constitute his acceptance of other contractor's work as fit and proper for reception of his work, except as to defects which may develop in the other contractor's work after execution of contractor's work.

To insure proper execution of his subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District any discrepancy between executed work and contract documents.

Contractor shall ascertain to his own satisfaction the scope of the project and nature of any other contracts that have been or may be awarded by District in prosecution of project to the end that Contractor may perform this contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of project. Contractor shall not cause any unnecessary hindrance or delay to any other contracts, District shall decide which contractor shall cause work temporarily and which contractor shall continue or whether work can be coordinated so that contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on project. If simultaneous execution of any contract for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on project, or caused by any decision or omission of District respecting the order of precedence in performance of contracts.

Article 12 SUBCONTRACTING

- a. Contractor agrees to bind every subcontractor by terms of the contract as far as such terms are applicable to subcontractor's work. If Contractor subcontracts any part of this contract, Contractor shall be as fully responsible to District for the acts and omissions of his subcontractor and of persons either directly or indirectly employed by his subcontractor, as he is for acts and omissions of persons directly employed by himself. Nothing contained in these contract documents shall create any contractual relation between any subcontractor and District. The District shall be deemed to be the third party beneficiary of the contract between the contractor and the subcontractor.
- b. District's consent to or approval of any subcontractor under this contract shall not in any way relieve Contractor of his obligations under this contract and no such consent or approval shall be deemed to waive any provision of this contract. The District reserves the right of approval of all subcontractors proposed for use on this Project, and to this end, may require financial, performance and such additional information as is needed to secure this approval. If a Subcontractor is not approved, the Contractor shall promptly submit another of the same trade for approval.
- c. Substitution or addition of subcontractors shall be permitted only as authorized in chapter 4 (commencing at section 4100), part 1, division 2 of the California Public Contract Code.

Article 13 DISTRICT'S RIGHT TO TERMINATE CONTRACT

District may, without prejudice to any other right or remedy, serve written notice of intent to terminate upon Contractor and his surety stating its intention to terminate this contract if the Contractor (i) refuses or fails to prosecute the work or any separable part thereof with such diligence as will insure its completion within the time specified or any extension thereof, or (ii) fails to complete said work within such time, or (iii) if the Contractor should file a bankruptcy petition, or (iv) if he should make a general assignment for the benefit of his creditors, or (v) if a receiver should be appointed on account of his insolvency, or (vi) if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the work in time specified, or (viii) if he should fail to make prompt payment to subcontractors or for material or labor, or (viii) persistently disregard laws, ordinances or instructions of District, or (ix) otherwise be guilty of a substantial violation of any provision of the contract, or (x) if he or his subcontractors should violate any of the provisions of this contract. The notice of intent to terminate shall state generally the reasons for such intention to terminate. Unless within five days (5) days after the service of such notice, such condition shall cease or such violation shall cease and satisfactory arrangements for the correction thereof be made, this contract shall be deemed to have ceased and terminated. The Contractor then shall not be entitled to receive any further payment until work is finished. Upon the termination of the contract as provided above, District shall immediately serve upon surety and contractor written notice of termination stating that the contract has ceased and terminated. Surety shall have the right to investigate, take over and perform this contract, provided, however, that if surety, within five (5) days after service upon it of said notice of termination, does not give District written notice of its intention to take over and perform this contract and does not commence performance thereof within seven (7) days from the date of service upon it of such notice of termination, District may take over the work and prosecute same to completion by contract or by any other method it may deem advisable for the account and at the expense of Contractor. If Surety does not perform the project work itself, the Surety shall consult with the District regarding its planned choice of a contractor or contractors to complete the project, and upon request by District, Surety shall provide District Evidence of Responsibility of Surety's proposed contractor or contractors. District shall be entitled to reject Surety's choice of contractor or contractors if District determines in is sole discretion that the contractor or contractors are nonresponsible. If Surety provides District written notice of its intention to take over and perform this contract, within fourteen (14) days of such written notice of intent to take over and perform. Surety or its chosen contractor or contractors (if such contractor or contractor's are approved by District) shall provide District a detailed Progress Schedule as specified in Article 7 above. Contractor and his surety shall be liable to District for any excess cost or other damages occasioned the District as a result of Surety or Surety's contractor or contractors takeover and performance. If the District takes over the work as hereinabove provided, the District may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plant, and other property belonging to the Contractor as may be on the site of the work and necessary therefore.

If the unpaid balance of the contract price exceeds the expense of finishing work, including compensation for additional managerial and administrative services, such excess shall be paid to Contractor. If such expense shall exceed such unpaid balance, Contractor shall pay the difference to District. Expense incurred by District as herein provided, and damage incurred through Contractor's default, shall be certified by District. Additionally, this Contract may be terminated by the District for convenience with forty-eight (48) hours written notice to Contractor.

The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to the District.

Notwithstanding the foregoing provisions, this contract may not be terminated or modified where a trustee-in-bankruptcy has assumed the contract pursuant to 11 U.S.C. section 365 (Federal Bankruptcy Act).

Article 14 GUARANTEE

Besides guarantees required elsewhere, Contractor shall, and hereby does, guarantee all work for a period of one year after date of acceptance of work by District. Contractor shall repair or replace any or all such work, together with any other work, which may be displaced in so doing, that may prove defective in workmanship and/or materials within a one-year period from date of acceptance without expense whatsoever to District, ordinary wear and tear, unusual abuse or neglect excepted. District will give notice of observed defects with reasonable promptness. Contractor shall notify District upon completion of repairs.

In the event of failure of Contractor to comply with above-mentioned conditions within one week after being notified in writing, District is hereby authorized to proceed to have defects repaired and made good at the expense of Contractor. Contractor hereby agrees to pay costs and charges therefore immediately on demand.

If, in the opinion of the District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to the District or to prevent interruption of operations of the District, the District will attempt to give the notice required by this article. If the Contractor cannot be contacted or does not comply with the District's request for correction within a reasonable time as determined by the District, the District may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention. The costs of such correction or attention shall be charged against the Contractor. Such action by the District will not relieve the Contractor of the guarantees provided in this article or elsewhere in this contract.

This article does not in any way limit the guarantee on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish District with all appropriate guarantee or warranty certificates upon completion of the project.

Article 15 NOTICE AND SERVICE THEREOF

- a. Any notice from one party to the other under the contract shall be in writing and shall be dated and signed by the party giving such notice or by the duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in one of the following manners:
 - 1. If notice is given to District, by personal delivery thereof to District's representative or by depositing same in United States mail, enclosed in a sealed envelope addressed to District for attention of said representative or District, postage prepaid and registered;
 - 2. If notice is given to Contractor, by personal delivery thereof to said Contractor or to his foreman at site of project, or by depositing same in United States mail, enclosed in a sealed envelope addressed to said Contractor at his regular place of business or at such other address as may have been established for the conduct of work under this contract, postage prepaid and registered;
 - 3. If notice is given to surety or other person, by personal delivery to such surety or other person or by depositing same in United States mail, enclosed in a sealed envelope addressed to such surety or person at the address of such surety or person last communicated by him to party giving notice, postage prepaid and registered.
 - 4. If notice is served by mail, it shall be deemed received and all time periods associated with the giving of notice shall run from the third day after mailing.

Article 16 WORKERS

- a. Contractor shall at all times enforce strict discipline and good order among his employees. Contractor shall not employ on work any unfit person or any one not skilled in work assigned to him.
- b. Any person in the employ of the Contractor whom District may deem incompetent or unfit shall be dismissed from work and shall not again be employed on it except with the written consent of District.
- c. The District reserves the right to request that the Project Supervisor be replaced immediately.

Article 17 WAGE RATES, PAYROLL RECORDS AND DEBARMENT

- a. The Contractor is aware of the requirements of California Labor Code sections 1720 et seq. and 1770 et seq., and 1815 et seq., as well as California Code of Regulations, Title 8, section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Agreement from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the District, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.
- b. The Contractor and each subcontractor shall forfeit as a penalty to the District not more than two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any work done by him, or by any subcontract under him, in violation of the provisions of the California Labor Code. The difference between such stipulated prevailing wage rate and the amount paid to each

worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

- c. As a further material part of this Contract, Contractor agrees to hold harmless and indemnify the District, its Board and each member of the Board, its officers, employees and agents from any and all claims, liability, loss, costs, damages, expenses, fines and penalties, of whatever kind or nature, including all costs of defense and attorneys' fees, arising from any alleged failure of Contractor or its subcontractors to comply with the prevailing wage laws of the State of California. If the District or any of the indemnified parties are named as a party in any dispute arising from the failure of Contractor or its subcontractors to pay prevailing wages, Contractor agrees that the District and the other indemnified parties may appoint their own independent counsel, and Contractor agrees to pay all attorneys' fees and defense costs of the District and the other indemnified parties as billed, in addition to all other damages, fines, penalties and losses incurred by the District and the other indemnified parties as a result of the action.
- d. Accurate payroll records shall be kept by the contractor and each subcontractor, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work.
- e. It shall be the responsibility of Contractor to comply with Labor Code section 1776 as it may be amended by the Legislature from time to time with respect to each payroll record.
- f. Debarment. The Contractor, or any subcontractor working under the Contractor may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Section 1777.1 or Section 1777.7 of the California Labor Code. Any contract on a public works project entered into between the Contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by the Contractor on the project shall be returned to the District. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the project.

Article 18 APPRENTICES

a. Contractor's attention is directed to the provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code concerning employment of apprentices by the Contractor or any subcontractor under him. The Contractor shall be knowledgeable of and comply with all California Labor Code sections including 1727, 1773.5, 1775, 1777, 1777.5, 1810, 1813, 1860, including all amendments; each of these sections is incorporated by reference into this Contract. The responsibility for compliance with these provisions for all apprentice able occupations rests with the Contractor. Knowing violations of Section 1777.5 will result in forfeiture not to exceed \$100 for each calendar day of non-compliance pursuant to Section 1777.7.

Article 19 HOURS OF WORK

- a. As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this contract upon the work or upon any part of the work contemplated by this contract is limited and restricted to eight (8) hours during any one-calendar day and forty (40) hours during any one-calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one-week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.
- b. The Contractor and every subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by him in connection with the work or any part of the work contemplated by this contract. The record shall be kept open at all reasonable hours to the inspection of the District and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.
- c. The Contractor shall pay to the District a penalty of twenty-five dollars (\$25) for each worker employed in the execution of this contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2 of the Labor Code.
- d. Any work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to District. Refer to Special Conditions for information on specific time-of-day and weekend hour restrictions that apply to this contract.

Article 20 WORKERS' COMPENSATION INSURANCE

- a. The Contractor shall provide, during the life of this contract, workers' compensation insurance for all of his employees engaged in work under this contract, on or at the site of the project, and, in case any of his work is sublet, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in work under this contract, on or at the site of the project, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor shall file with the District certificates of his insurance protecting workers.
- b. Company or companies providing insurance coverage shall be acceptable to the District, and in the following form and coverage.
 - 1. Statutory Workers' Compensation and Employer's Liability Coverage: Contractor shall maintain insurance to afford protection for all claims under California Workers' Compensation Act and other employee benefit acts, and in addition, shall maintain Employer's Liability

Insurance for a minimum limit of \$1,000,000. The Workers' Compensation Policy shall include the following endorsements, copies of which shall be provided to District:

- (a) The Voluntary Compensation Endorsement; and
- (b) Broad Form All States Endorsement; and
- (c) The Longshoremen's and Harbor Workers endorsement, where applicable to the work under this contract; and
- (d) Waiver of Subrogation Endorsement.

Article 21 COMMERCIAL GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE

- a. Contractor shall procure and maintain during the life of this contract and for such other period as may be required herein, at its sole expense, such comprehensive general liability insurance or commercial general liability and property damage insurance as shall protect Contractor and District from all claims for bodily (personal) injury, including accidental death, as well as claims for property damage arising from operations under this contract, and other covered loss, however occasioned, occurring during the policy term. Such policy shall comply with all the requirements of this article, and shall be in the form and amounts as set forth in the Special Conditions hereof. The limits set forth in the Special Conditions shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations to District, and shall not preclude the District from taking such other actions available to District under other provisions of the contract documents or law.
- b. Contractor shall make certain that any and all subcontractors hired by Contractor are insured in accordance with this contract. If any subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold District harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by District as a result thereof.
- c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.
- d. Any general liability policy provided by Contractor hereunder shall contain an endorsement which applies its coverage to District, members of District's board of trustees, and the officers, agents, employees and volunteers of District, the State Allocation Board, if applicable, the District, and the District's consultants, individually and collectively, as additional insureds using form CG2010 11-85 or equivalent which must include products and completed operations coverage, broad form property damage coverage, coverage for collapse, explosion and underground, and include independent contractor coverage.
- e. The coverage afforded by the additional insured endorsement described in paragraph d above, shall apply as primary insurance, and any other insurance maintained by District, the members of District's Board of Trustees, or its officers, agents, employees and volunteers, or any self-funded program of District, shall be in excess only and not contributing with such coverage.
- f. Contractor shall notify District in writing of the amount, if any, of self-insured retention provided under the General Liability coverage, with a maximum limit of \$25,000. District may approve higher retention amounts, based upon review of documentation submitted by Contractor. Such review shall take into consideration Contractor's net worth and reserves for payment of claims of liability against Contractor, which must be sufficient to adequately compensate for the lack of other insurance coverage required hereunder.
- g. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in Article 25 hereof, relating to liability for injury to or death of persons and damage to property. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, District may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as prossible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement, products and completed operations coverage and broad form property damage described in paragraphs d and e, above. To the extent that the umbrella insurer requires notice of changes to the primary policy, notice will be considered to be given and not prejudice the District's rights to recover under the umbrella policy.
- h. Contractor and District release each other, and their respective authorized representatives, from any Claims (as defined in Article 25 hereof), but only to the extent that the proceeds received from any policy of liability insurance carried by District or Contractor, other than any self-insurance, covers any such Claim or damage. Included in any policy or policies of liability insurance provided by Contractor hereunder shall be a standard waiver of rights of subrogation against District by the insurance company issuing said policy or policies.
- i. If coverage is written on a "claims made" basis, the Certificate of Insurance shall clearly so state. In addition to the coverage requirements specified above, such policy shall provide that:
 - 1. The policy retroactive date coincides with or precedes Contractor's commencement of work under the Agreement (including subsequent policies purchased as renewals or replacements).
 - 2. Contractor will make every effort to maintain similar insurance during the required extended period of coverage following expiration of the Agreement, including the requirement of adding all additional insureds.
 - If insurance is terminated for any reason, Contractor shall purchase an extended reporting provision of at least two years to report claims arising in connection with the Agreement.
 - 4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

- j. Contractor's failure to procure the insurance specified herein, or failure to deliver certified copies or appropriate certificates of such insurance, or failure to make the premium payments required by such insurance, shall constitute a material breach of the contract, and District may, at its option, terminate the Agreement for any such default by Contractor.
- k. The requirements as to the types and limits of insurance coverage set forth herein and in the Special Conditions to be maintained by the Contractor, and any approval of said insurance by the District or its insurance advisor(s), are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Agreement, including, but not limited to, the provisions concerning indemnification.
- I. District shall retain the right at any time to review the coverage, form, and amount of insurance required herein and may require Contractor to obtain insurance reasonably sufficient in coverage, form and amount to provide adequate protection against the kind and extent of risk which exists at the time a change in insurance is required.
- m. All deviations from the contractual insurance requirements stated herein must be approved in writing by District's risk manager.

Article 22 AUTOMOBILE LIABILITY INSURANCE

Contractor shall take out and maintain at all times during the term of this Contract Automobile Liability Insurance in the amount of, at least, one million dollars (\$1,000,000). Such insurance shall provide coverage for bodily injury and property damage including coverage for non-owned and hired vehicles, in a form and with insurance companies acceptable to the District.

Article 23 BUILDER'S RISK/APPLICABLE INSTALLATION/FIRE INSURANCE

- a. It is the Contractor's responsibility to maintain or cause to be maintained builder's risk insurance or applicable installation coverage on all work, material, equipment, appliances, tools, and structures which are a part of the contract and subject to loss or damage by fire, extended coverage, and vandalism and malicious mischief. District accepts no responsibility until the contract is formally accepted by the Governing Board for the work. The Contractor is required to file with the District a certificate evidencing builder's risk or applicable installation of not less than the amount identified in the special conditions insurance coverage.
- b. Provide insurance coverage on completed value form, all-risk or special causes of loss coverage.
 - 1. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the contract.
 - 2. Coverage shall include all materials stored on site and in transit.
 - 3. Coverage shall include Contractor's tools and equipment.
 - 4. Insurance shall include boiler, machinery and material hoist coverage.
- c. Company or companies providing insurance coverage shall be acceptable to the District and authorized to conduct business in the State of California.

Article 24 PROOF OF CARRIAGE OF INSURANCE

- a. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the District Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VIII. Insurance deductibles or self-insured retentions must be declared by the Contractor, and such deductibles and retentions shall have the prior written consent from the District. At the election of the District the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- b. Contractor shall cause its insurance carrier(s) to furnish the District with either 1) a properly executed original Certificates(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so in writing by the District Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. The District, its Directors and officers, employees, agents or representatives are named as Additional Insureds and Provide a Waiver of Subrogation in favor of those parties. Further, said Certificates(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that shall provide no less than thirty (30) days written notice be given to the District may terminate or Stop Work pursuant to the Contract Documents, unless the District receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements and attachments thereto evidencing coverages set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Project site, or commence operations under this Agreement until the District has been furnished original Certificate(s) of Insurance and certified original copies of insurance including all Endorsements and any and all other attachments as required in this Section. The original Endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.
- c. It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary, and the District's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- d. The District reserves the right to adjust the monetary limits of insurance coverage's during the term of this Contract including any extension thereof, if in the District's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.
- e. Contractor shall pass down the insurance obligations contained herein to all tiers of sub-contractors working under this Contract.

Article 25 INDEMNIFICATION

Contractor shall defend (with counsel of District's choosing), indemnify and hold the District, its officials, officers, agents, employees, and representatives free and harmless from any and all claims, demands, causes of action, costs, expenses, liabilities, losses, damages or injuries ("Claims"), in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, to the extent arising out of or incident to any acts, omissions or willful misconduct of Contractor, its officials, officers, employees, agents, consultants and contractors arising out of or in connection with the performance of the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses. Contractor shall defend, at Contractor's own cost, expense and risk, with counsel of District's choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against District, its officials, officers, employees, agents, employees and representatives. To the extent of its liability, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against District, its officials, officers, employees and representatives for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code Section 2782.

Article 26 LAWS AND REGULATIONS

- a. Contractor shall give all notices and comply with all laws, ordinances, rules, and regulations bearing on conduct of work as indicated and specified. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify the District in writing and any necessary changes shall be adjusted as provided in contract for changes in work. If Contractor performs any work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to District, he shall bear all costs arising therefrom.
- b. Contractor shall be responsible for familiarity with the Americans with Disabilities Act (ADA) (42 USC 12101 et seq.). Installations of equipment and other devices shall be in compliance with ADA regulations.

Article 27 PERMITS AND LICENSES

Permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, unless otherwise specified in the Contract Documents.

- a. Contractor shall obtain and pay for all other permits and licenses required for the Work, including excavation permit and for plumbing, mechanical and electrical work and for operations in or over public streets or right of way under jurisdiction of public agencies other than the District.
- b. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the specifications, drawings, or by governing authorities, except for such off-site inspections delineated as the District's responsibility pursuant to the Contract Documents.
- c. Before Acceptance of the Project, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the District.

Article 28 INSPECTION FEES FOR PERMANENT UTILITIES

All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation shall be paid for by District. Contractor shall be responsible for arranging the payment of such fees, but inspection fees and other municipal fees relating to permanent utilities shall be paid by District. Contractor may either request reimbursement from District for such fees, or obtain the funds from District prior to paying such fees.

Article 29 EASEMENTS

Easements for permanent structures or permanent changes in existing facilities shall be secured and paid for by District, unless otherwise specified.

Article 30 SURVEYS

Surveys to determine location of property lines and corners will be supplied by District. Surveys to determine locations of construction, grading, and site work shall be provided by Contractor.

Article 31 EXCISE TAXES

If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed and the sale is exempt from such excise tax because it is a sale to a state or local government for its exclusive use, the District, upon request, will execute a certificate of exemption which will certify (1) that the District is a political subdivision of the state for the purposes of such exemption, and (2) that the sale is for the exclusive use of the District. No excise tax for such materials shall be included in any bid price.

Article 32 PATENTS, ROYALTIES, AND INDEMNITIES

The Contractor shall hold and save the District and its officers, agents, and employees harmless from liability of any nature or kind, including cost and expense, for or on account of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of this contract, including its use by the District, unless otherwise specifically stipulated in the contract documents.

Article 33 MATERIALS

- a. Except as otherwise specifically stated in this contract, Contractor shall provide and pay for all materials, labor, tools, equipment, water, light, power, transportation, superintendency, temporary constructions of every nature, and all other services and facilities of every nature whatsoever necessary to execute and complete this contract within specified time.
- b. Unless otherwise specified, all materials shall be new and both workmanship and materials shall be of good quality.
- c. Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of work and shall be stored properly and protected as required. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or work under this contract.
- d. No materials, supplies, or equipment for work under this contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in work and agrees upon completion of all work to deliver premises, together with all improvements and appurtenances constructed or placed thereon by him, to District free from any claims, liens, or charges. He further agrees that neither he nor any person, firm, or corporation furnishing any materials or labor for any work covered by this contract shall have any right to lien upon premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivisions. In event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof. Nothing contained in this article, however, shall defeat or impair right of persons furnishing material or labor under any bond given by Contractor for their protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District, and this provision shall be inserted in all subcontracts and material.
- e. Materials shall be stored on the Project site in such manner so as not to interfere with any operations of the District or any independent contractor.

Article 34 SUBSTITUTION AFTER CONTRACT IS AWARDED

- a. Pursuant to Public Contract Code Section 3400(b) the District may make a finding that is described in the invitation for bids that designates certain products, things, or services by specific brand or trade name.
- b. Refer to Section 20 of the Information for Bidders.

Article 35 SHOP DRAWINGS

- a. Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other contractor, subcontractor, District, other independent contractor or worker on the Project, three (3) copies of all shop or setting drawings, schedules, and materials list, and all other submittals in accordance with other provisions of the contract required for the work of various trades. Contractor shall sign all submittals affirming that submittals have been reviewed and approved by Contractor prior to submission to District. Each signed submittal shall affirm that the submittal meets all the requirements of the contract documents except as specifically and clearly noted and listed on the cover sheet of the submittal.
- b. Contractor shall advise District immediately, if District has not checked and approved with reasonable promptness, such schedules and drawings for conformance with design concept of project and compliance with information given in contract documents. Contractor shall make any corrections required by District, file with him three (3) corrected copies, and furnish such other copies as may be needed for construction. District's approval of such drawings or schedules also shall not relieve Contractor from responsibility for deviations from drawings or specifications unless he has in writing called District's attention to such deviations at time of submission and has secured his written approval. District's approval of such drawings and schedules also shall not relieve contractor from responsibility for errors in shop drawings or schedules. For purposes of this section "reasonable promptness" shall mean such reasonable promptness as to cause no delay in the work or in the activities of the District, Contractor or separate contractors, while allowing sufficient time in the District's professional judgment to permit adequate review.

Article 36 SUBMITTALS

- a. Contractor shall furnish for approval, within eight (8) days following award of contract a log of all samples, material lists and certifications, mix designs, schedules, and other submittals, as required in specifications. Such log shall indicate whether samples will be provided as specified and in accordance with other provisions of this contract.
- b. Contractor will provide samples and submittals, together with catalogs and supporting data required by District within a reasonable time period so as not to cause delays on the project.
- c. This provision shall not authorize any extension of time for performance of this contract. District representative will check and approve such samples, only for conformance with design concept of work and for compliance with information given in contract documents. Work shall be in accordance with approved samples. District action will be taken within ten (10) calendar days after receiving such samples and submittals. If in the District's professional judgment fourteen days is an insufficient amount of time to permit adequate review, District shall, within the initial fourteen (14) day period, notify the Contractor, with a copy to the Inspector and the District, of the amount of time that will be required to respond.
- d. If the District's response results in a change in the project, then such change shall be effected by a written changeorder.

Article 37 CLOSEOUT SUBMITTALS

The Contractor shall be responsible for the timely delivery of the technical manuals, warranties and guarantees as required in the Specifications. The final payment will not be made until the District representative has had an opportunity to review and accept the required documents.

General Conditions

Article 38 COST BREAKDOWN AND PERIODICAL ESTIMATES

Contractor shall furnish on forms Approved by the District:

- a. Within ten (10) Days of award of the Contract a detailed estimate giving a complete breakdown of the Contract price.
- b. A monthly itemized estimate of Work done for the purpose of making progress payments. In order for the District to consider and evaluate each progress payment application, the Contractor shall submit a detailed measurement of Work performed and a progress estimate of the value thereof before the tenth (10th) Day of the following month.
- c. Contractor shall submit, with each of its payment requests, an adjusted list of actual quantities, verified by the District Representative, for unit price items listed, if any, in the Bid Form.
- d. Following the District's Acceptance of the Work, the Contractor shall submit to the District a written statement of the final quantities of unit price items for inclusion in the final payment request.
- e. The District shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

Article 39 PAYMENTS AND RETENTION

- a. Each month as soon as practicable after receipt of approved periodical estimate for partial payment, but in order to avoid the payment of interest, in any event within thirty (30) days of receipt of such periodical estimate, there shall be paid to Contractor a sum equal to ninety-five percent (95%) of the value of work performed up to the last day of the previous month, less the aggregate of previous payments. Upon receipt of a payment request the District shall as soon as practicable determine whether the payment request is proper. If the request is determined not to be a proper payment request suitable for payment, it shall be returned to the Contractor as soon as practicable within seven days after receipt and shall be accompanied by a statement in writing as to the reasons why the payment request is not proper. Monthly payments shall be made only on the basis of monthly estimates which shall be prepared by Contractor on a form approved by District and filed before the fifth day of the month during which payment is to be made. Work completed as estimated shall be an estimate only and no inaccuracy or error in said estimate shall operate to release Contractor or any bondsman from damages arising from such work or from enforcing each and every provision of this contract and District shall have the right subsequently to correct any payment made in any estimate for payment. Contractor shall not be entitled to have any payment estimates processed or be entitled to have any payment made for work performed so long as any lawful or proper direction concerning work, or any portion thereof given by the District or District shall remain uncomplied with.
- b. The final payment of five percent (5%) of the value of work done under this contract, if unencumbered, shall be made within sixty (60) days after the date of completion of the work, provided however, that in the event of a dispute between the District and the Contractor, the District may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Completion means any of the following as provided by Public Contract Code section 7107:
 - 1. The occupation, beneficial use, and enjoyment of a work of improvement, excluding any operation only for testing, startup, or commissioning, by the public agency, or its agent, accompanied by cessation of labor on the work of improvement.
 - 2. The acceptance by the public agency, or its agent, of the work of improvement.
 - 3. For purposes of this contract, the acceptance by the District means acceptance made only by an action of the governing body of District.
 - 4. in session. Acceptance by Contractor of said final payment shall constitute a waiver of all claims against District arising from this contract.
 - After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 100 days or more, due to factors beyond the control of the Contractor.
 - 6. After the commencement of a work of improvement, a cessation of labor on the work of improvement for a continuous period of 30 days or more, if the public agency files for record a notice of cessation or a notice of completion.
- c. This contract is subject to the provisions of Public Contract Code section 7107.
- d. At any time after fifty percent (50%) of the work has been completed, if the District, by action of its governing body, finds that satisfactory progress is being made, District may make any of the remaining payments in full for actual work completed or may withhold any amount up to five percent (5%) thereof as District may find appropriate based on the Contractor's progress.
- e. Whenever any part of the work is in a condition suitable for use, and the best interest of the District requires such use, the District may take possession of, connect to, open for public use, or use a part thereof. When so used, maintenance and repairs due to ordinary wear and tear or vandalism will be made at District's expense. The use by the District as contemplated in this section shall in no case be construed as constituting acceptance of the work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract nor act as a waiver by the District of any of the conditions thereof. Contractor shall continue to maintain all insurance, including Builder's Risk insurance, on the project.

Article 40 PAYMENTS WITHHELD

In addition to amounts which the District may retain under other provisions of the Contract Documents the District may withhold payments due to Contractor as may be necessary to cover:

- a. Stop Notice Claims.
- b. Defective work not remedied.
- c. Failure of Contractor to make proper payments to its subcontractors or suppliers.
- d. Completion of the Contract if there exists a reasonable doubt that the work can be completed for balance then unpaid.
- e. Damage to another contractor or third party.
- f. Amounts which may be due the District for claims against Contractor.
- g. Failure of Contractor to keep the record ("as-built") drawings up to date.
- h. Failure to provide updates on the construction schedule.
- i. Site clean-up
- j. Failure of the Contractor to comply with requirements of the Contract Documents.
- k. Liquated damages.
- I. Legally permitted penalties.

Upon completion of the Contract, the District will reduce the final Contract amount to reflect costs charged to the Contractor, back charges or payments withheld pursuant to the Contract Documents.

District may apply such withheld amount or amounts to payment of such claims or obligations at its discretion. In so doing, District shall be deemed the agent of Contractor and any payment so made by District shall be considered as a payment made under contract by District to Contractor and District shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. District will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

Article 41 CHANGES AND EXTRA WORK

a. Change Order Work.

- 1) The District, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, the Contract amount and Contract time being adjusted accordingly. All such changes in the Work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Documents. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract amount or the Contract time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order.
- 2) All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a dispute arises. No claim will be considered after the work in question has been done unless a written contract change order has been issued or a timely written notice of claim has been made by Contractor. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions and provisions of the original Contract.
- <u>District Initiated Change</u>. The Contractor must submit a complete cost proposal, including any change in the Contract time, within seven (7) Days after receipt of a scope of a proposed change order, unless the District requests that proposals be submitted in less than seven (7) Days.
- 4) <u>Contractor Initiated Change</u>. The Contractor must give written notice of a proposed change order required for compliance with the Contract Documents within seven (7) Days of discovery of the facts giving rise to the proposed change order.
- 5) Whenever possible, any changes to the Contract amount shall be in a lump sum mutually agreed to by the Contractor and the District.

- Price quotations from the Contractor shall be accompanied by sufficiently detailed supporting documentation to permit verification by the District.
- 7) If the Contractor fails to submit the cost proposal within the seven (7) Day period (or as requested), the District has the right to order the Contractor in writing to commence the work immediately on a force account basis and/or issue a lump sum change to the contract price in accordance with the District's estimate of cost. If the change is issued based on the District estimate, the Contractor will waive its right to dispute the action unless within fifteen (15) Days following completion of the added/deleted work, the Contractor presents written proof that the District's estimate was in error.
- 8) Estimates for lump sum quotations and accounting for cost-plus-percentage work shall be limited to direct expenditures necessitated specifically by the subject extra work, and shall be segregated as follows:
 - (a) <u>Labor</u>. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the extra work cost will not be permitted unless the contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental.
 - (b) <u>Materials</u>. The cost of materials reported shall be at invoice or lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials cost shall be based upon supplier or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within fifteen (15) Days of delivery, then the District Representative shall determine the materials cost, at its sole discretion.
 - (c) <u>Tool and Equipment Use</u>. No payment will be made for the use of small tools, tools which have a replacement value of \$1,000 or less. Regardless of ownership, the rates to be used in determining equipment use costs shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.
 - (d) <u>Overhead, Profit and Other Charges.</u> The mark-up for overhead (including supervision) and profit on work added to the Contract shall be according to the following:
 - "Net Cost" is defined as consisting of costs of labor, materials and tools and equipment only excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and subcontractors at cost only, without mark-up.
 - ii. For Work performed by the Contractor's forces the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work.
 - For Work performed by a subcontractor, the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost of the Work to which the Contractor may add five (5%) percent of the subcontractor's Net Cost.
 - For Work performed by a sub-subcontractor the added cost for overhead and profit shall not exceed fifteen (15%) percent of the Net Cost for Work to which the subcontractor and general contractor may each add an additional five (5%) percent of the Net Cost of the lower tier subcontractor.
 - No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by District exceed twenty-five (25%) percent of the Net Cost as defined herein.
- 9) For added or deducted Work by subcontractors, the Contractor shall furnish to the District the subcontractor's signed detailed estimate of the cost of labor, material and equipment, including the subcontractor markup for overhead and profit. The same requirement shall apply to sub-subcontractors.
- 10) For added or deducted work furnished by a Contractor or supplier, the Contractor shall furnish to the District a detailed estimate or quotation of the cost to the Contractor, signed by such Contractor or supplier.
- 11) Any change in The Work involving both additions and deletions shall indicate a net total cost, including subcontracts and materials. Allowance for overhead and profit, as specified herein, shall be applied if the net total cost is an extra; overhead and profit allowances shall not be applied if the net total cost is a credit. The estimated cost of deductions shall be based on labor and material prices on the date the Contract was executed.
- 12) Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the change order for work. No claims shall be allowed for impact, extended overhead costs,

constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or clarifications. The Contractor may not change or modify the District's change order form in an attempt to reserve additional rights.

- 13) If the District disagrees with the proposal submitted by Contractor, it will notify the Contractor and the District will provide its opinion of the appropriate price and/or time extension. If the Contractor agrees with the District, a change order will be issued by the District. If no agreement can be reached, the District shall have the right to issue a unilateral change order setting forth its determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. Such determination shall become final and binding if the Contractor fails to submit a claim in writing to the District within fifteen (15) Days of the issuance of the unilateral change order, disputing the terms of the unilateral change order.
- 14) No dispute, disagreement or failure of the parties to reach agreement on the terms of the change order shall relieve the Contractor from the obligation to proceed with performance of the work, including extra work, promptly and expeditiously.
- 15) Any alterations, extensions of time, extra work or any other changes may be made without securing consent of the Contractor's surety or sureties.

Article 42 DEDUCTIONS FOR UNCORRECTED WORK

If District deems it inexpedient to correct work injured or not done in accordance with contract, an equitable deduction from contract price shall be made therefore.

Article 43 PAYMENTS BY CONTRACTOR

Contractor shall pay:

- a. For all transportation and utility services not later than the 20th day of the calendar month following that in which such services arerendered,
- b. For all materials, tools, and other expendable equipment to the extent of ninety percent (90%) of cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at site of project and balance of cost thereof not later than the 30th day following completion of that part of work in or on which such materials, tools, and equipment are incorporated or used, and
- c. To each of his subcontractors, not later than the 5th day following each payment to Contractor, the respective amounts allowed Contractor on account of work performed by respective subcontractor to the extent of such subcontractor's interest therein.

Article 44 CONTRACTOR'S SUPERVISION

- a. Unless personally present on the premises where work is being done, Contractor shall keep on the work, during its progress, a competent full-time job (project) superintendent satisfactory to District. The job superintendent shall not be changed except with the written consent of District unless the job superintendent proves to be unsatisfactory to Contractor and ceases to be in his employ. The job superintendent shall represent Contractor in his absence and all directions given to him shall be as binding as if given to Contractor. Other directions shall be so confirmed on written request in each case.
- b. Contractor shall give efficient supervision to work, using his best skill and attention to control safety and job coordination. He shall carefully study and compare all drawings, specifications, and other instructions and shall at once report to District any error, inconsistency or omission which he may discover. The Contractor shall not be liable to District for any damage resulting from errors or deficiencies in the contract documents or other instructions by the District.

Article 45 INSPECTOR'S FIELD OFFICE

A determination regarding whether an inspector's field office is required is contained in the Special Conditions.

When required by provisions set forth in the bid documents:

- a. Contractor shall provide for the use of inspector a separate trailer or temporary private office of not less than seventy-five square feet of floor area to be located as directed by inspector and to be maintained until removal is authorized by District. The Office shall be of substantial waterproof construction with adequate natural light and ventilation by means of stock design windows. Door shall have a key-type lock or padlock hasp. The inspector's field office shall have heating and air-conditioning and shall be equipped with a telephone, a telephone answering machine, a fax machine and use of an on-site copier at Contractor's expense.
- b. A table satisfactory for the study of plans and two chairs shall be provided by Contractor. Contractor shall provide and pay for adequate electric lights, local telephone service, and adequate heat and air conditioning for the field office until authorized removal.
- c. The provisions of this section are intended to be complementary to any requirements provided elsewhere in these contract documents, however in the event of conflicts between this section and other provisions of these contract documents, this section shall prevail.

Article 46 DOCUMENTS ON WORK

a. Contractor shall keep one copy of all contract documents, including addenda, change orders, Division I, Title 21 of the California Code of Regulations, Parts 1-5 and 12 of Title 24 of the California Code of Regulations, and the prevailing wage rates applicable at the time of the contract,

which are a part of contract documents, on job at all times. Said documents shall be kept in good order and shall be available to District representative, District and his representatives. Contractor shall be acquainted with and comply with the provisions of said Titles 21 and 24 as they relate to this project. (See particularly Duties of the Contractor, Title 24 California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with and comply with all California Code of Regulations relating to this project, particularly Titles 17, 19, 21 and 24.)

b. Contractor shall also make available all books, records, accounts, contracts, bids, etc. upon request of District.

Article 47 RECORD ("AS BUILT") DRAWINGS

- a. Contractor shall maintain a clean, undamaged set of contract drawings and shop drawings. In addition to maintaining one complete set of record drawings (herein referred to as "as-builts"), Contractor shall require each trade to do its own as-builts. The trade as-builts shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or District. Contractor shall mark the set to show the actual installation where the installation varies from the work as originally shown. Contractor shall mark whichever drawings are most capable of showing conditions fully and accurately where shop drawings are used, and shall record a cross-reference at the corresponding location on the contract drawings. Contractor shall give particular attention to concealed elements that would be difficult to measure and record at a later date. Contractor shall use colors to distinguish variations in separate categories of the work.
- b. Contractor shall note related change order numbers where applicable. Contractor shall organize record drawings sheets into manageable sets, bound with durable paper cover sheets and shall print suitable title, dates and other identification on the cover of each set.
- c. At the end of the project, the Contractor shall provide the district representative with a complete set of as-built drawings. The complete set shall contain information showing clean and clear drawings with horizontal and vertical controls suitable for conversion to electronic media. Graphic quality must be equal to clean and clear original drawings; adequacy of the drawings shall be determined by the District's representative or District. The asbuilts must show the entire site for each major trade, including but not limited to water, sewer, electrical, data, telephone, cable, fire, alarm, gas, and plumbing.

Article 48 UTILITY USAGE

- a. All temporary utilities, including but not limited to electricity, water, gas, and telephone used on work shall be furnished and paid for by Contractor. Contractor shall furnish and install necessary temporary distribution systems, including meters, if necessary, from distribution points to points on site where utility is necessary to carry on the work. Upon completion of work, Contractor shall remove all temporary distribution systems.
- b. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the project.
- c. All permanent meters installed shall be listed in the Contractor's name until completion occurs, as defined in Article 6 hereof, at which time further pro-rating will be determined if necessary. When District begins using the project, charges over and above power actually used for construction will be the responsibility of the District.
- d. If contract is for construction in existing facilities, Contractor may, with written permission of District, use District's existing utilities by making prearranged payments to District for utilities used by Contractor for construction.

Article 49 SANITARY FACILITIES

Contractor shall provide sanitary temporary toilet buildings for the use of all workers. All toilets shall comply with local codes and ordinances. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by CAL-OSHA regulation. The toilets shall be maintained in a sanitary condition at all times. Use of toilet facilities in The Work under construction shall not be permitted. Any other Sanitary Facilities required by CAL-OSHA shall be the responsibility of the Contractor.

Article 50 TRENCHES

a. <u>Trenches Five Feet or More in Depth</u>. The Contractor shall submit to the District, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of any trench or trenches five feet or more in depth. If the plan varies from shoring system standards, the plan shall be prepared by a registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

Article 51 PROTECTION OF WORK AND PROPERTY

a. The Contractor shall be responsible for all damages to persons or property that occur as a result of his fault or negligence in connection with the prosecution of this contract. Contractor shall be responsible for the proper care and protection of all materials delivered and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as provided by law and contract documents. Contractor shall take all necessary precautions for the safety of employees on the project and shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where work is being performed. 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. Contractor shall designate a responsible member

of his organization on the work, whose duty shall be prevention of accidents. The name and position of the person so designated shall be reported to District by Contractor.

- b. In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization from District or District, is hereby permitted to act, at his discretion, to prevent such threatened loss or injury, and he shall so act, without appeal, if so authorized or instructed by District or District. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.
- c. 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.
- d. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, adjoining property, and structures, and to avoid damage thereto, and repair any damage thereto caused by construction operations. Contractor shall:
 - 1. Enclose working area with a substantial barricade, arrange work to cause minimum amount of inconvenience and danger to students and faculty in their regular school activities, and perform work which may interfere with school routine before or after school hours. (This subsection applies to new construction on existing sites.)
 - 2. Provide substantial barricades around any shrubs or trees indicated to be preserved.
 - 3. Deliver materials to the building area over a route designated by District.
 - 4. When directed by District, take preventive measures to eliminate objectionable dust.
 - 5. Confine Contractor's apparatus, the storage of materials, and the operations of his workers to limits indicated by law, ordinances, permits, or directions of District. Contractor shall not unreasonably encumber premises with his materials. Contractor shall enforce all instructions of District and District regarding signs, advertising, fires, danger signals, barricades, and smoking and require that all persons employed on work 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 or land surveyor, licensed in the State of California, at no cost to the District.

Article 52 LAYOUT AND FIELD ENGINEERING

All field engineering required for laying out this work and establishing grades for earthwork operations shall be furnished by the Contractor at his expense. Such work shall be done by a qualified civil engineer or land surveyor licensed in California and approved by the District. Any required "as-built" drawings of site development shall be prepared by the a qualified civil engineer or land surveyor licensed in California and approved by the District.

Article 53 REMOVAL OF HAZARDOUS MATERIALS

- a. Since removal and/or abatement of asbestos, PCBs and other toxic wastes and hazardous materials is a specialized field of work with specialized insurance requirements, unless otherwise specified in the contract documents, district shall contract directly for such specialized services, if required, and shall not require the Contractor to subcontract for such services.
- b. In the event the Contractor encounters on the site material reasonably believed to be asbestos or polychlorinated biphenyl (PCB) which has not been rendered harmless, the Contractor shall immediately stop work in the area affected and report the condition to the District, inspector, and District in writing. The work in the affected area shall not thereafter be resumed except by written agreement of the District and Contractor if in fact the material is asbestos or PCB and has not been rendered harmless. The work in the affected area shall be resumed in the absence of asbestos or PCB, or when it has been rendered harmless, by written agreement of the District or by arbitration under claims resolutions language herein.

Article 54 CUTTING AND PATCHING

- a. Contractor shall do all cutting, fitting, or patching of work as required to make its several parts come together properly and fit it to receive or be received by work of other contractors showing upon, or reasonably implied by, the drawings and specifications for the completed structure. Contractor shall make good after them as District may direct.
- b. All cost caused by defective or ill-timed work shall be borne by party responsible therefore.
- c. Contractor shall not endanger any work by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor save with consent or at the direction of District.

Article 55 CLEANING UP

Contractor at all times shall keep premises free from debris such as waste, rubbish, and excess materials and equipment caused by this work. Contractor shall not leave debris under, in, or about the premises. Upon completion of work, Contractor shall clean the interior and exterior of the building or improvement including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections, and any areas where debris has collected so surfaces are free from foreign material or discoloration. Contractor shall clean and polish all glass, plumbing fixtures, and finish hardware and similar finish surfaces and equipment and contractor shall also remove temporary fencing, barricades, planking and construction toilet and similar temporary facilities from site. See Special Conditions for additional requirements and instructions.

Article 56 CORRECTION OF WORK BEFORE FINAL PAYMENT

- a. Contractor shall promptly remove from the premises all work condemned by District as failing to conform to the contract, whether incorporated or not. Contractor shall promptly replace and re-execute his own work to comply with contract documents without additional expense to District and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.
- b. If Contractor does not remove such condemned work within a reasonable time, fixed by written notice, District may remove it and may store the material at Contractor's expense. If Contractor does not pay expenses of such removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell such materials at auction or at private sale and shall account for net proceeds thereof, after deducting all costs and expenses that should have been borne by Contractor.

Article 57 ACCESS TO WORK

District and its representatives shall at all times have access to work wherever it is in preparation or progress. Contractor shall provide safe and proper facilities for such access so that District's representatives may perform their functions under contract.

Article 58 OCCUPANCY

District reserves the right to occupy buildings at any time before completion, and such occupancy shall not constitute final acceptance of any part of work covered by this contract.

Article 59 DISTRICT'S INSPECTOR

- a. If applicable, an inspector will be employed by District in accordance with requirements of Title 24 of the California Code of Regulations and will be assigned to the work. His or her duties are specifically defined in Part 1, Title 24, Section 4-342 of the California Code of Regulations.
- b. All work shall be under the observation of said inspector. He shall have free access to any or all parts of work at any time. Contractor shall furnish inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting progress and manner of work and character of materials. Inspection of work shall not relieve Contractor from any obligation to fulfill this contract. Inspector or District shall have authority to stop work whenever the provisions of the contract documents are not being complied with and Contractor shall instruct his employees accordingly.

Article 60 TESTS AND INSPECTIONS

- a. If the Contract Documents, the District Representative, or any instructions, laws, ordinances, or public authority require any part of the Work to be tested or Approved, Contractor shall provide the District Representative at least two (2) working days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the District, Contractor shall promptly inform the District of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for District testing and District inspection shall be paid by the District. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.
- b. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the ContractDocuments.
- c. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the District, and not by Contractor. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.
- d. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the District so that the District may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.
- e. If the manufacture of materials to be inspected or tested will occur in a plant or location outside the geographic limits of District, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.
- f. Reexamination of Work may be ordered by the District. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the District shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

Article 61 SOILS INVESTIGATION REPORT

When a soils investigation report obtained from test holes at the site is available, such report shall not be a part of this contract. Nevertheless, with respect to any such soils investigation and/or geotechnical report regarding the site, it shall be the responsibility of the Contractor to review and be familiar with such report. Any information obtained from such report or any information given on drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, and does not form a part of the contract, unless otherwise specifically provided. Contractor is required to make a visual examination of site and must make whatever tests he deems appropriate to determine the underground condition of the soil. Limited soil tests and subsurface investigations, if any, are available for review and consideration by Contractor and were conducted for the purpose of design only. Subsurface

investigation information is made available by District solely as a matter of convenience and general information for Contractor and Contractor is expected to review and be familiar with such information. No representation is made by District or District that information provided is completely representative of all conditions and materials which may be encountered. If such a report is referenced in the contract documents for performance of the Work, such reference shall be to establish minimum requirements only. Further, no representation is made by District or District that information provided is solely adequate for purposes of construction. District disclaims responsibility for interpretations by Contractor of soil and subsurface investigation information, such as in protecting soil-bearing values, rock profiles, presence and scope of boulders and cobbles, soil stability and the presence, level and extent of underground water. Contractor shall determine means, methods, techniques and sequences necessary to achieve required characteristics of completed Work. Conditions found after execution of the Querement to be materially different from those reported and which are not customarily encountered in the geographic area of the Work shall be governed by provisions of the General Conditions of the Contract for unforeseen conditions.

Article 62 DISTRICT'S STATUS

- a. In general and where appropriate and applicable, the District's Director or Maintenance, Operations, and Facilities shall be the District's representative during the construction period and shall observe the progress and quality of the work on behalf of the District. He shall have the authority to act on behalf of District only to the extent expressly provided in the contract documents. After consultation with the Inspector and after using his best efforts to consult with the District, the District shall have authority to stop work whenever such stoppage may be necessary in his reasonable opinion to insure the proper execution of the contract.
- b. Contractor further acknowledges that the District shall be, in the first instance, the judge of the performance of this contract.

Article 63 DISTRICT'S DECISIONS

Contractor shall promptly notify District in writing if the District fails within a reasonable time, make decisions on all claims of the District or Contractor and on all other matters relating to the execution and progress of the Work.

Article 64 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted herein and the 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 correctly inserted, then upon application of either party, the contract shall forthwith be physically amended to make such insertion or correction.

Article 65 LABOR/EMPLOYMENT SAFETY

The Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 USC, section 651 et seq.).

Article 66 NOTICE OF TAXABLE POSSESSORY INTEREST

The terms of this document may result in the creation of a possessory interest. If such a possessory interest is vested in a private party to this document, the private party may be subjected to the payment of personal property taxes levied on such interest.

Article 67 ASSIGNMENT OF ANTITRUST ACTIONS

Contractor or subcontractor offers and agrees to assign to District all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 USC, section 15) or under the Cartwright Act (chapter 2 (commencing with section 17100) of part 2 of division 7 of the Business and Professions Code), arising from the purchase of goods, services, or materials pursuant to this contract or any subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Contractor, without further acknowledgment by the parties.

Article 68 SUBSTITUTION OF SECURITY

- a. Upon the Contractor's request, the District will make payment of funds withheld from progress payments to ensure performance under the contract pursuant to the requirements of Public Contract Code section 22300 if the Contractor deposits in escrow with the District or with a bank acceptable to the District, securities eligible for investment under Government Code section 16430, bank or savings and loan certificates of deposit, or other security mutually agreed to by the Contractor and the District, subject to the following conditions:
 - 1. The Contractor shall bear the expense of the District and the escrow agent, either the District or the bank, in connection with the escrow deposit made.
 - 2. Securities or certificates of deposit to be placed in escrow shall be of a value at least equivalent to the amounts of retention to be paid to the Contractor pursuant to this section.
 - 3. The Contractor shall enter into an escrow agreement satisfactory to the District, which agreement shall include provisions governing inter alia:
 - (a) The amount of securities to be deposited,
 - (b) The providing of powers of attorney or other documents necessary for the transfer of the securities to be deposited,

- (c) Conversion to cash to provide funds to meet defaults by the Contractor, including, but not limited to, termination of the Contractor's control over the work, stop notices filed pursuant to law, assessment of liquidated damages or other amounts to be kept or retained under the provisions of the contract,
- (d) Decrease in value of securities on deposit,
- (e) The termination of the escrow upon completion of the contract.
- 4. The Contractor shall obtain the written consent of the surety to such agreement.
- 5. As an alternative to Contractor depositing into escrow securities of a value equivalent to the amounts of retention to be paid to the Contractor, upon Contractor's request, District will make payment of retentions earned directly to the escrow agent at the expense of Contractor pursuant to and in accordance with Public Contract Code section 22300.

Article 69 EXCAVATIONS DEEPER THAN FOUR FEET

If this contract involves digging trenches or other excavations that extend deeper than four feet below the surface, then all of the following shall apply:

- a. The Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:
 - 1. Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.
 - 2. Subsurface or latent physical conditions at the site differing from those indicated.
 - Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.
- b. Upon receiving any such notice, the District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work District shall issue a change order under the procedures described in this contract.
- c. In the event that a dispute arises between the District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the work, the Contractor shall not be excused from any scheduled completion date provided for by this contract, but shall proceed with all work to be performed under the contract. A contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the contracting parties. (Public Contract Code section 7104).

Article 70 COMPLIANCE WITH STATE STORM WATER PERMIT FOR CONSTRUCTION

- a. The Contractor shall be required to comply with all conditions of the State Water Resources Control Board (State Water Board) National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity (Permit) for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a lager common area of development or sale. The Contractor shall be responsible for filing the Notice of Intent and for obtaining the Permit. The Contractor shall be solely responsible for preparing and implementing a Storm Water Pollution Prevention Plan (SWPPP) prior to initiating Work. It shall be Contractor's responsibility to evaluate the cost of compliance with the SWPPP in bidding on this contract. Contractor shall comply with all requirements of the State Water Resources Control Board. Contractor shall include all costs of compliance with specified requirements in the contract amount.
- b. Contractor shall be responsible for implementing and complying with the provisions of the Permit and the SWPPP, including the standard provisions, monitoring and reporting requirements as required by Permit. Contractor shall provide copies of all reports and monitoring information to District.
- c. Contractor shall comply with the lawful requirements of any applicable municipality, the County, drainage district, and other local agencies regarding discharges of storm water to separate storm drain system or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.
- d. Failure to comply with the Permit is a violation of federal and state law. Contractor hereby agrees to indemnify and hold harmless District, its Board Members, officers, agents, employees and authorized volunteers from and against any and all claims, demands, losses or liabilities of any kind or nature which District, its Board Members, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Permit arising out of or in connection with the project, except for liability resulting from the negligence or willful misconduct of District, its Board Members, officers, agents, employees or authorized volunteers. District may seek damages from Contractor for delay in completing the contract in accordance with Article 6 hereof, caused by Contractor's failure to comply with Permit.

Article 71 RESOLUTION OF CONSTRUCTION CLAIMS OF \$375,000 OR LESS

a. Claims between District and Contractor shall first be resolved using the procedures set forth at Public Contract Code Section 9204. "Claims" are defined, pursuant to Public Contract Code §9204, as a separate demand by Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed byDistrict.

- b. Upon receiving a claim sent by registered or certified mail, District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after District's response. If a claimant disputes District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code Section 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to District through Contractor, as specified in Public Contract Code Section 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to Contractor's notification to District of such any or extend the time for the giving of such notice as provided in the Agreement.
- c. For public work claims of \$375,000 or less between Contractor and District, if District has not elected to resolve disputes by arbitration pursuant to article 7.1 (commencing with section 10240) of chapter 1 of part 2 of the Public Contract Code, the provisions of article 1.5 (commencing with section 20104) of chapter 1 of part 3 of the Public Contract Code apply ("Article 1.5").
- d. Each claim shall be submitted in writing before the date of final payment and shall include all necessary substantiating documentation. District shall respond in writing within forty-five (45) days of receipt of the claim if the claim is less than \$50,000 ("\$50,000 claim") or within sixty (60) days of receipt of the claim, if the claim is over \$50,000 but less than or equal to \$375,000 ("\$50,000-\$375,000 claim"). In either case, District may request in writing within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the District may have against the claimant. Any additional information shall be requested and provided upon mutual agreement of the District and the claimant. District's written response to the claim shall be submitted to claimant within fifteen (15) days after receipt of the further documentation for \$50,000-\$375,000 claims or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
- e. Within fifteen (15) days of receipt of the District's response, if claimant disputes District's written response or within fifteen (15) days of the District's failure to respond within the time prescribed, the claimant shall provide written notification to District demanding an informal conference to meet and confer ("conference") to be scheduled by the District within thirty (30) days. If the claim or any portion of the claim remains in dispute following the meet and confer ("meet and confer conference") to be scheduled by the District within 30 days, the claimant may file a claim as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the period of time within which a claim must be filed is tolled from the time the claimant submits a written claim until the time the claim is denied, including time utilized as a result of the meet and confer process, including time utilized by the meet and confer process.
- f. If a civil action is filed to resolve claims within sixty (60) days (but no earlier than thirty (30) days) following the filing or responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide that both parties select a disinterested third person mediator within fifteen (15) days, shall be commenced within thirty (30) days of the submittal and concluded within fifteen (15) days from the commencement of the mediation unless time is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.
- g. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure, notwithstanding section 1141.11 of that code. The Civil Discovery Act of 1986 (article 3 [commencing with section 2016] of chapter 3 of title 3 or part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. The court may, upon request by any party, order any witness to participate in the mediation or arbitration process.
- h. Notwithstanding any other provision of law, upon stipulation of the parties, arbitrators appointed for purposes of this article shall be experienced in construction law and, upon stipulation of the parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates not to exceed their customary rate. Such fees and expenses shall be paid equally by the parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division. In no event shall these fees or expenses be paid by state or county funds. Any party who, after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment, shall pay the attorney's fees of the other party arising out of the trial de novo in addition to payment of costs and fees required under chapter 2.5 (commencing with section 1141.10) of title 3 of part 3 of the Code of Civil Procedure. District shall not fail to pay any portion of a claim which is undisputed unless otherwise provided herein and shall pay interest at the legal rate commencing on the date the suit is filed in court on any arbitration award orjudgment.
- i. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 72 RESOLUTION OF CONSTRUCTION CLAIMS IN EXCESS OF \$375,000

- a. Claims between District and Contractor shall first be resolved using the procedures set forth at Public Contract Code Section 9204. "Claims" are defined, pursuant to Public Contract Code §9204, as a separate demand by Contractor for one of the following: a time extension for relief from penalties for delay; payment of money or damages arising from work done; or payment of an amount disputed byDistrict.
- b. Upon receiving a claim sent by registered or certified mail, District must review and provide a written response within forty-five (45) days that identifies the disputed and undisputed portions of the claim. The forty-five (45) day period to respond may be extended by mutual agreement. The claim is deemed rejected in its entirety if District does not issue a response. Any payment due on an undisputed portion of the claim must be processed within sixty (60) days after District's response. If a claimant disputes District's response or lack thereof, the claimant may demand to meet and confer for settlement of the issues in dispute. Any portion of a claim that remains in dispute after a meet and confer conference will be subject to nonbinding mediation process, as described in Public Contract Code Section 9204. Undisputed and unpaid claims accrue interest at 7% per annum. A subcontractor or lower tier subcontractor may make a claim to District through Contractor, as specified in Public Contract Code Section 9204. However, the procedures in this section shall not supersede the requirements of the Agreement with respect to Contractor's notification to District of such any or extend the time for the giving of such notice as provided in the Agreement.

- c. If a dispute in excess of a total value of \$375,000, arises out of, or relates to this contract, or the breach thereof, and if said dispute cannot be settled through normal contract negotiations, the parties agree that as a condition precedent to the initiation of litigation, the dispute shall first be submitted to mediation pursuant to this Article. The mediation is voluntary, non-binding, and intended to provide an opportunity for the parties to evaluate each other's cases and arrive at a mutually agreeable resolution of the dispute. These provisions relating to voluntary mediation shall not be construed or interpreted as mandatory arbitration.
- d. Either party may initiate mediation by notifying the other party or parties in writing. A Request for Mediation shall contain a brief statement of the nature of the dispute or claim, and the names, addresses, and phone numbers of all parties to the dispute or claim, and those, if any, who will represent them in the mediation.
- e. The mediation process set forth in this section shall be administered by the American Arbitration Association (AAA) and governed by their rules in effect at the time of filling, or by any other neutral organization agreed to by the parties (hereinafter called "Administrator").
- f. The costs for all mediation, including the administrative fees and mediator compensation, will be shared equally by all parties. Fees shall be jointly negotiated by all parties directly with the Administrator. The expenses of witnesses for any party shall be paid by the party producing such witnesses.
- g. A single mediator, acceptable to all parties, shall be used to mediate the dispute. The mediator will be knowledgeable in construction matters and will be selected from lists furnished by the Administrator. The initial mediation session shall commence within thirty (30) days of filing, unless otherwise agreed by the parties, or at the direction of the mediator.
- h. At least ten (10) days before the first scheduled mediation session, each party shall provide the mediator a brief memorandum setting forth its position with regard to the issues that need to be resolved. At the discretion of the mediator, such memoranda may be mutually exchanged by the parties. At the first session, the parties will be expected to produce all information reasonably required for the mediator to understand the issue presented. The mediator may require each party to supplement such information.
- i. Mediation hearings will be conducted in an informal manner and discovery will not be allowed unless agreed to by all parties. All discussions, statements, or admissions will be confidential to the proceedings and will not be used for any other purpose as they relate to either party's legal position. There shall be no stenographic record of the mediation.
- j. Mediation sessions are private. The parties and their representatives may attend mediation sessions. Other persons may attend only with the permission of the parties and with the consent of the mediator. The parties may have an attorney present and shall advise the other parties no less than five (5) working days before the mediation of their intent to have an attorney present, so that the other parties may also have their attorneys present.
- k. The mediator does not have authority to impose a settlement on the parties but will attempt to assist the parties in reaching a satisfactory resolution of their dispute. The mediator is authorized to conduct joint and separate meetings with the parties and to make oral and written recommendations for settlement. Whenever necessary, the mediator may also obtain expert advice concerning technical aspects of the dispute, provided the parties agree and assume the expenses of obtaining such advice. Arrangements for obtaining such advice shall be made by the mediator or the parties, as the mediator shall determine.
- I. The mediator is authorized to end the mediation whenever, in the mediator's judgment, further efforts at mediation would not contribute to a resolution of the dispute between the parties.
- m. Any resultant agreements from mediation shall be documented in writing, as agreed upon during the mediation, and may be used as the basis for a change order or other directive as appropriate. All mediation results and documentation shall be non-binding and inadmissible for any purpose in any legal proceedings, unless such admission is otherwise agreed in writing by all parties. Mediators shall not be subject to any subpoena or liability and their actions shall not be subject to discovery in subsequent proceedings.
- n. The Mediation shall be terminated by the execution of a Settlement Agreement by the parties; by a written declaration of the Mediator to the effect that further efforts at Mediation are no longer worthwhile; or by a written declaration of a party or parties to the effect that the Mediation proceedings are terminated.
- o. If mediation is unsuccessful in resolving the dispute, the parties thereafter may agree to submit the matter to the Administrator for binding arbitration. The parties agree that the matter shall be submitted to one (1) arbitrator, unless they agree to three (3) arbitrators in writing. The parties further agree that they will faithfully observe this agreement, and that the parties will abide by and perform any award rendered by the arbitrator(s), that a judgment of a court having competent jurisdiction may be entered upon the award, and that such judgment shall be enforceable as a final judgment to the fullest extent under the law. The parties agree to split evenly all arbitration and arbitrator(s) fees and expenses. The arbitration shall be subject to, and proceed in accordance with California Code of Civil Procedure, Section 1280 through 1294.2. If the parties do not agree to submit to binding arbitration, neither party is prevented from pursuing other legal remedies.
- p. Any arbitration, mediation or other forms of alternate dispute resolution shall be handled within the boundaries of the District unless otherwise mutually agreed.

Article 73 GOVERNING LAW AND VENUE

This Contract shall be governed in accordance with the laws of the State of California and venue shall be in San Diego County.

Article 74 FINGERPRINTING

The determination of fingerprinting requirements are set forth in the Special Conditions.

(a) Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility Involving More than Limited Contact with Students.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have contact other than limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor's employees will have more than limited contact with students and the services to be provided do not constitute an emergency or exceptional situation. In accordance with Education Code section 45125.2 the Contractor shall, at Contractor's own expense, (a) install a physical barrier to limit contract with students by Contractor and/or Contractor's employees, or (b) provide for the continuous supervision and contractor's employees by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice, or (c) provide for the surveillance of the Contractor and Contractor's employees by a District employee; and (d) Contractor and Contractor's employees shall not use student restroom facilities;

(b) Contracts for Construction, Reconstruction Rehabilitation or Repair of a School Facility Involving Only Limited Contact With Students.

If the District determines based on the totality of the circumstances concerning the Project that the Contractor and Contractor's employees are subject to the requirements of Education Code section 45125.2 pertaining to Contracts for Construction, Reconstruction, Rehabilitation or Repair of a School Facility because they will have only limited contact with pupils, by execution of the Agreement/Contract, the Contractor acknowledges that Contractor is entering into a contract for the construction, reconstruction, rehabilitation or repair of a school facility involving only limited contact with students. Accordingly, the parties agree that the following conditions apply to any work performed by the Contractor and/or Contractor's employees on a school site: (1) Contractor and/or Contractor's employees shall check in with the school office each day immediately upon arriving at the school site; (2) Contractor and/or Contractor's employees shall inform school office staff of their proposed activities and location at the school site; (3) Once at such location Contractor's employees shall not change locations without contactor's employees find themselves alone with a student, Contractor and Contractor's employees shall immediately contact the school office and request that a member of the school staff be assigned to the work location.

Article 75 COMPLIANCE WITH DTSC GUIDELINES – IMPORTED SOILS

If the project requires the use of imported soils, the Contractor shall be responsible to use and shall certify that the imported material it uses is free of any hazardous and/or toxic substance or material of any nature or type as defined in accordance with California Law and the California Health and Safety Code. The District reserves the right to reject any imported material that has come from agricultural or commercial land uses. Contractor must notify the District of the source of material and comply with the San Diego Regional Water Quality Control Board Resolution 95-63 and when applicable, with the guidelines of the Department of Toxic Substances Control (DTSC).

Article 76 NO ASBESTOS

- a. The Contractor will be required to execute and submit a Certificate Regarding Non-Asbestos Containing Materials.
- b. Should asbestos containing materials be installed by the Contractor in violation of this certification, or if removal of asbestos containing materials is part of the Project, decontaminations and removals will be performed in accordance with the requirements of all applicable laws and will meet the following criteria:

1. Decontamination and removal of work found to contain asbestos or work installed with asbestos containing equipment shall be done only under the supervision of a qualified consultant, knowledgeable in the field of asbestos abatement and accredited by the Environmental Protection Agency (EPA).

2. The asbestos removal contractor shall be an EPA accredited contractor qualified in the removal of asbestos and shall be chosen and approved by the asbestos consultant who shall have sole discretion and final determination in this matter.

3. The asbestos consultant shall be chosen and approved by the District which shall have sole discretion and final determination in this matter.

- 4. The work will not be accepted until asbestos contamination is reduced to levels deemed acceptable by the asbestos consultant.
- c. If removal of asbestos containing materials is part of the project, the cost of all asbestos removal, including, but not necessarily limited to the cost of the asbestos removal contractor, the cost of the asbestos consultant, analytical and laboratory fees, time delays and additional costs that may be incurred by the District shall be borne entirely by the Contractor.
- d. Hold Harmless: Interface of work for the Project with work containing asbestos shall be executed by the Contractor at his/her risk and at his/her discretion with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos work and asbestos containing products. By execution of the Agreement, the Contractor acknowledges the above and agrees to the fullest extent permitted by law to hold harmless the District, its Governing Board, employees, agents, representatives, including its District and assigns, for all asbestos liability which may be associated with this work. The Contractor further agrees to instruct his/her employees with respect to the above-mentioned standards, hazards, risk and liabilities.

Article 77 NOTIFICATION OF THIRD PARTY CLAIMS

The District shall provide the Contractor with timely notification of the receipt by the District of any third party claim relating to this contract, and the District may charge back to the Contractor the cost of any such notification.

Article 78 LABOR COMPLIANCE MONITORING AND ENFORCEMENT

- a. Contractor/Subcontractor Registration. A Contractor or subcontractor shall not be qualified to bid on, be listed on a bid proposal (subject to the requirements of Public Contract Code section 4104), or engage in the performance of any contract for public work unless currently registered and qualified to perform public work pursuant to Labor Code section 1725.5, except under the limited circumstances set forth in Labor Code section 1771.1(a). This requirement shall apply to any bid proposal and any contract for public work. The District may not accept a bid or enter into a contract for a public works project with an unregistered contractor.
- b. Compliance Monitoring and Enforcement. Pursuant to Labor Code section 1771.4, this Contract is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each Contractor and subcontractor performing work on the Project shall be required to comply with the provisions of the California Labor Code, beginning with section 1720, and the regulations of the Department of Industrial Relations' Division of Labor Standards Enforcement (i.e., the Labor Commissioner), including, but not limited to, the standard provisions requiring payment of prevailing wages, maintenance and submission of certified payroll records, and the hiring of apprentices as appropriate. Unless otherwise specified, the Contractor shall be required to post job site notices regarding the requirements of this paragraph, as prescribed by regulation. For all new public works projects, Contractor and each subcontractor shall be required to furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner at least monthly, or more frequently if specified in the Contract Documents, and in a format prescribed by the Labor Commissioner. This requirement shall apply to all projects.
- c. Contractor shall be required to post a notice at the Project site in accordance with Title 8 of the California Code of Regulations, Section 16451.

Article 79 PREQUALIFICATION

- a. Prospective bidders are required to be prequalified for projects in excess of one million dollars (\$1,000,000) in estimated value using any funds received pursuant to the Leroy F. Greene School Facilities Act of 1998 or any funds from any state school bond. Additionally, subcontractors in the trades of mechanical, electrical and plumbing are required to be pre-qualified. These trades are associated with California State Contractor's License classifications including, but not limited to: C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and C-46. The prequalification process may be conducted on a per project basis and/or on scheduled basis, as determined by the needs of the District. Prequalification status is valid for one (1) calendar year. This Project is subject to prequalification.
- b. The District has developed a standard questionnaire, requirements, and a rating system in order to pre-qualify prospective bidders. Pre-qualification packets are available from the District by request. In addition, the District has developed an appeals process for those prospective bidders who are deemed not qualified and who desire to appeal the District's prequalification decision.
- c. The District and/or its appointed representatives will conduct an independent review of, evaluate, and score each contractor's/subcontractor's submitted prequalification packets. Letters regarding each contractor/subcontractor's prequalification status will be sent to each contractor/subcontractor/subcontractor/subcontractors who receive a non-qualified status will also be given specific details as to the basis of the non-qualified rating so that they may have an opportunity to re-submit their packet.
- d. If a pre-qualification window is open in conjunction with the Project, prospective bidders must submit pr-qualification packets at least ten (10) days prior to the bid closing deadline. Bidders shall receive notification of their prequalification status at least five (5) days prior to the bid closing deadline. The list of prequalified bidders shall be published at least five (5) days prior to the bid closing timeline. The District will accomplish this task by maintaining an up-to-date list of prequalified bidders and posting it to the District's website.

END OF GENERAL CONDITIONS

NATIONAL SCHOOL DISTRICT

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS

BID 24-25-10B

SECTION 8 SPECIAL CONDITIONS

SPECIAL CONDITIONS

A. **Time of Performance**. The work shall be commenced on the date stated in the District's notice to the Contractor to proceed; which date will be not less than ten (10) consecutive calendar days from and after the date of the Notice of Award and shall be completed **in accordance with the scheduled dates as specified below**. District and Contractor each hereby stipulate that the stated performance period is accepted as reasonable and that no other performance period shall be acceptable unless accepted in writing (See Article 2 of Agreement and Article 6 of General Conditions).

Work under this contract shall be scheduled and coordinated in compliance with the following:

- 1. The anticipated date of the award of the contract is **April 23, 2025.**
- 2. Contract submittals are due on May 7, 2025.
- 3. El Toyon School is located at 2000 East Street in National City, California. Rancho de la Nacion is adjacent to El Toyon. The address is 1830 East Division Street, National City, California.
- 4. Substitutions to Specified Materials, Processes, or Articles Prior to Bid Submittal: Any proposals for substitutions of equipment, materials, or products other than what is specified in the bid documents must be submitted, in writing, to the District within seven (7) calendar days of the bid documents release date. After reviewing the request, the District will respond with its decision to all parties who have submitted their contact information in accordance with the instructions in the Notice to Contractors. The District has the right to reject any or all requests for substitutions of equipment, materials, or products other than what is specified in the bid documents. The Bidder shall bear all of the District's costs associated with the review of substitution requests.
- 5. Work shall begin on or after May 7, 2025, or as directed by Director of Maintenance, Operations and Facilities.
- 6. Contractor shall complete all concrete and asphalt work by July 15, 2025. Contractor shall complete all other work by October 3, 2025.
- 7. The Contractor acknowledges that it fully understands the Project work to be performed has been scheduled by the District for a specific time period. In addition the Contractor acknowledges that it fully understands that scheduling has been established for this Project in order to promote the best usage of school facilities and to timely provide an appropriate learning environment for students to the fullest extent possible. With these understandings in mind, pursuant to Article 13 of the General Conditions regarding the District's Right to Terminate Contract, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract for the Contractor to fail to provide all submittals in the time specified and identified. Furthermore, it is acknowledged and understood by the Contractor that it is a substantial violation of the Contract to fail to provide a full work crew or properly skilled workers with proper and sufficient materials and equipment from the first day of Project work scheduled for May 7, 2025 or such Project work start date as shall be otherwise specified in writing in the District's Notice to Proceed.

If the site will not be available after the Notice to Proceed date, Contractor shall utilize this time period for administrative tasks and initial mobilization and shall coordinate such activities with District.

- B. Future Work: All future work awarded from this bid, shall be coordinated with the District Maintenance, Operations, and Facilities Department representative and Contractor. No work shall be started until scheduling has been agreed upon by all parties. Work will be authorized by purchase order(s) referencing bid 24-25-10B and issued by the District's Purchasing Department. After the purchase order is received, it will be the contractor's responsibility to coordinate the work at each site with the Maintenance, Operations, and Facilities Department, (619) 336-7780, so that the work may be accomplished with a minimum of interference to the sites.
- C. Liquidated Damages Contract Submittals: If contract, bonds, and certificates of insurance are not received by the District within the scheduled time period, the agreed liquidated damages established in Article 6 of the General Conditions is Fifty Dollars (\$ 50.00) per day for each calendar date the start date is delayed.

Liquidated Damages – Time of Completion: If work under this contract is not ready for the intended use within the specified time period, the agreed liquidated damages established in Article 6 of the General Conditions is Five Hundred Dollars (\$ 500.00) per day for each calendar date completion is delayed.

D. **Documents Furnished**. The number of copies of drawings and specifications to be furnished to Contractor free of charge, per Article 3 of the General Conditions, is one (1). Additional copies of the drawings are the responsibility of the contractor.

- E. Bonds: Contractor shall provide (i) a bid bond or cashier's check payable to National School District in the amount of ten percent (10%) of the contract price; (ii) a payment bond in the total amount of bid or as specified in the Information to Bidders; and (iii) a performance bond in the amount of one hundred percent (100%) of the contract price or as specified in the Information for Bidders.
- F. Additional Insurance: As provided in the General Conditions, Contractor shall procure and maintain and shall require all subcontractors, if any, whether primary or secondary, to procure and maintain:

Commercial General Liability and Property Damage Insurance (which provides limits of not less than:

(a) Per occurrence (combined single limit)	\$2,000,000
(b) Project Specific Aggregate (for this project only)	\$3,000,000
(c) Products/Completed Operations	\$2,000,000
(d) Personal & Advertising Injury limit	\$1,000,000

- G. **Executed Copies:** The number of executed copies of the Agreement, the Performance Bond, and the Payment Bond for Public Works required is two (2).
- H. License Classification: Each bidder shall be a licensed Contractor pursuant to the Business and Professions Code and shall be licensed in the following classification:

A-General Engineering Contractor

- Certification Requirements: When specified in the bid documents, the Contractor or Sub Contractor must be certified by the factory or manufacturer to install equipment or other products. Such certifications must be obtained prior to submittal of bid.
- J. Fingerprinting:

Pursuant to the provisions of Article 74 of the General Conditions, District Determination of Fingerprinting Requirement Application is as follows:

- a. The District has considered the totality of the circumstances concerning the Project and has determined that the Contractor and Contractor's employees:
 - 1. X are subject to the requirements of Education Code section 45125.2 and Paragraph (a) of Article 73 of the General Conditions. Fingerprinting and criminal background checks are required for this project.
 - 2. _____are not subject to the requirements of Education Code section 45125.2 and are subject to Paragraph (b) of Article 73 of the General Conditions.
- K. Cleaning Up: Pursuant to the specific provisions of Article 55, "Cleaning Up", of the General Conditions, the Contractor is responsible at all times to keep the premises free from debris, waste, rubbish and excess materials and dispose of it in disposal site in accordance with provisions of existing law. The Contractor acknowledges and understands that the Project work here is to be performed on existing and functioning school facilities. The Contractor hereby acknowledges and agrees that if and/or when the Contractor fails to fulfill its clean-up responsibility on a daily basis, the District will undertake to authorize additional regular work or overtime work by its own maintenance and/or custodial employees to keep the premises free from debris, waste and rubbish by authorizing regular and/or overtime work for its maintenance and/or custodial employees. This work time shall be charged back to the Contractor and deducted from the Contractor's progress payments and/or final payment at the rate of \$50.00 per hour for regular time and \$75.00 per hour for overtime. The Contractor will not be notified in advance of any such clean up of the premises to be performed by the District's employees unless the number of hours required in any work week for such clean up of the premises by District employees is both anticipated and estimated by the District to exceed five (5) total weekly hours of either the regular or overtime rates specified herein or the combined regular and overtime rates specified herein.

- L. Inspector's Field Office: Not applicable to this project.
- M. Calendar and Time-of Day: Worksites will be available Monday through Saturday, 7:00 AM to 5:00 PM, May 5, 2025 through October 3, 2025. A project calendar will be arranged with and at the sole discretion of the Director of Maintenance, Operations, and Facilities.
- N. Staging and Storing: The District will not provide secure space for the Contractor to store and stage his/her equipment. The Contractor should have product shipped to their location for transport to various District locations. It is the Contractor's responsibility to provide a haul-a-way or other storage facility if needed. Security of said equipment is the responsibility of the Contractor.

END OF SPECIAL CONDITIONS

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NATIONAL SCHOOL DISTRICT

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS BID 24-25-10B

SECTION 9 ESCROW AGREEMENT

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the NATIONAL SCHOOL DISTRICT whose address is 1500 N AVENUE, NATIONAL CITY, CA 91950 (hereinafter called "District") and

For the consideration hereinafter set forth, the District, Contractor, and Escrow Agent agree as follows:

(1) Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract entered into between the District and Contractor for **Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools, Bid 24-25-10B**, in the amount of _______dated

(hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the District shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the District within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the District and Contractor. Securities shall be held in thename of ______, and shall designate the Contractor as the beneficial District.

(2) The District shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the District makes payment of retention earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that the escrow created under this Escrow Agreement is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the District pays the Escrow Agent directly.

(4) Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the District. These expenses and payment terms shall be determined by the District, Contractor and Escrow Agent.

(5) The interest earned on the securities or the money market accounts held in escrow and all interest earned on that interest shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the District.

(6) Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from the District to the Escrow Agent that District consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The District shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven days' written notice to the Escrow Agent from the District of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by the District. (8) Upon receipt of written notification from the District certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the District and the Contractor pursuant to Sections (5) to (8), inclusive, of this Escrow Agreement and the District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.

(10) The names of the persons who are authorized to give written notice or to receive written notice on behalf of the District and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of District:	On behalf of Contractor:
Title	Title
Name	Name
Signature	Signature
Address	Address
On behalf of Escrow Agent:	
Title	
Name	
Signature	
Signature Address On behalf of Escrow Agent: Title Name	Signature

Address

At the time the Escrow Account is opened, the District and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Escrow Agreement.

IN WITNESS WHEREOF, the parties have executed this Escrow Agreement by their proper officers on the date first set forth above.

DISTRICT:

CONTRACTOR:

NATIONAL SCHOOL DISTRICT

Title

Title

Name

Name

Signature

Signature

NATIONAL SCHOOL DISTRICT

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS BID 24-25-10B

SECTION 10

CERTIFICATIONS

DRUG-FREE WORKPLACE CERTIFICATION

This Drug-Free Workplace Certification form is part of the Contract made by and between the NATIONAL SCHOOL DISTRICT (hereinafter referred the "District" to as and (hereinafter referred to as the ("Contractor") for the Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools, BID 24-25-10B Project (hereinafter referred to as the (Project). This form is required from all successful bidders pursuant to the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for procurement of any property or service from any State agency must certify that it will provide a drug-free workplace by doing certain specified acts. It addition, the Act provides that each contract or grant awarded by a State agency may be subject to suspension of payments or termination, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant 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 their 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;
 - The availability of drug counseling, rehabilitation and employee-assistance programs; and
 - 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 or grant be given a copy of the statement required by subdivision A, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of the Drug-Free Workplace Act as it now exists or may hereinafter be amended. Particularly, I shall abide by Government Code Section 8355 when performing the Contract for the Project by:

- A. Publishing a statement notifying employees concerning the prohibition of controlled substance at my 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 agree to abide by the terms of that statement.

I also understand that if the District 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, the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that if I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the Act.

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

Executed on this			_, 20	at
		Name of Contractor (Print or Type)		
		By Signature		
		Print Name		
		Title		
Subscribed and sworn before me thisday of	_, 20			
Notary Public in and for the State of California	_			
(Seal)				
My Commission Expires:				

ASBESTOS-FREE MATERIALS CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for the Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools, BID 24-25-10B (hereinafter referred to as the "Project", and submitted it to the **NATIONAL SCHOOL DISTRICT** (hereinafter referred to as the "District" on behalf of

(hereinafter referred to as the "Contractor").

To the best of my knowledge, information and belief, in completing the Contractor's Work for the Project, no material furnished, installed or incorporated into the Project will contain, or in itself be composed of, any materials listed by the federal or state EPA or federal or state health agencies as a hazardous material.

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

Executed on this	day of	, 20	at
Nan	ne of Contractor (Print or Type)		-
By:			
	Signature		
	Print Name		_
	Title		_
Subscribed and sworn before me			
thisday of	, 20		
Notary Public in and for the State of California			
My Commission Expires:			

RECYCLED CONTENT CERTIFICATION

The undersigned declares that he or she is the person who executed the bid for Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools, Bid 24-25-10B (hereinafter referred to as the "Project", and submitted it to the NATIONAL SCHOOL DISTRICT (hereinafter referred to as the "District" on behalf of

(hereinafter referred to as the ("Contractor").

Pursuant to Public Contract Code Section 10308.5, all contractors are required to certify in writing under penalty of perjury the minimum (if not exact) percentage of recycled content in materials, goods, or supplies offered or products used in the performance of their contract, regardless of whether the product meets the required recycled product percentage as defined in Sections 12161 and 12200. The recycled content shall include both post consumer material and secondary material as defined in Public Contract Code Sections 12161 and 12200. The contractor may certify that the product contains zero recycled content. For purposes of this Certification, the definitions found in Public Contract Code Sections 12161 and 12200 shall apply.

I declare under penalty of perjury under the laws of the State of California that the following percentages of Postconsumer Material and Secondary Material is in the materials, goods or supplies offered for, or products used in, the performance of the Contract for the Project:

% Postcons	umer Material	% Secondar	y Material	
Executed on this			, 20	at
	N	lame of Contractor (Print or Type)		
	B	y ignature		
	P	rint Name		
	T	itle		
Subscribed and sworn before me				
thisday of	, 20	_		
Notary Public in and for the State of California				

National School District Artificial Turf and Playground Installations at El Toyon and Rancho de la Nacion Schools Bid 24-25-10B

My Commission Expires: _____

FINGERPRINTING CERTIFICATIONS

CONTRACTOR FINGERPRINTING REQUIREMENTS

CONTRACTOR CERTIFICATION

With respect to the Contract dated	_20	by and between the
National School District ("District") and		-
("Contractor"), Contractor hereby certifies to the District's governing board the	at it has	completed the criminal
background check requirements of Education Code Section 45125.1 and that	none o	fits employees that may
come in contact with District's pupils have been convicted of a violent felony	y listed	in Penal Code section
667.5(c) or a serious felony listed in Penal Code section 1192.7(c).		

Contractor's Representative

Date

CONTRACTOR EXEMPTION

Pursuant to Education Code sections 45125.1 and 45125.2, the National School District ("District") has determined that ("Contractor") is exempt from the criminal background check certification requirements for the contract dated 20 by and between the District and Contractor ("Contract") because:

The Contractor's employees will have limited contact with District students during the course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor has agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:

Х	Installation of physical barrier at the work site to limit contact with pupils.
	Surveillance of employees of the Contractor by school personnel.
Х	Continual supervision and monitoring of all employees of the Contractor b

Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name:

Soc.Sec. No.

School District Official

Date

SUBCONTRACTOR'S CERTIFICATION (Required for all Subcontractors)

	The	National	School	District	("District")	entered	into	а	contract	for
service	s with				("Contractor") on or about			<u>,</u> 20	
	_ ("Con	tract"). This	certificatior	n is submitte	ed by				,	а
subcon	tractor t	o the Contra	ctor for purp	poses of tha	t Contract ("Sul	ocontractor")	. Subco	ontracto	or hereby cer	tifies
to the	District'	s governing	board that	t it has cor	mpleted the cr	iminal back	ground	check	requirement	is of
Educat	ion Cod	e section 45	125.1 and t	hat none of	its employees	that may con	ne in co	ntact w	vith District p	upils
have be	een cor	victed of a	violent felo	ny listed in	Penal Code se	ection 667.5	(c) or a	seriou	is felony liste	ed in
Penal (Code se	ction 1192.7	′(c).	-					-	

Contractor's Representative

Date

SUBCONTRACTOR'S EXEMPTION

The National School District ("District") entered into a contract for services with ("Contractor") on or about ______20_. ("Contract"). Pursuant to Education Code sections 45125.1 and 45125.2, the District has determined that ______, a subcontractor to the Contractor for purposes of that Contract ("Subcontractor"), is exempt from the criminal background check certification requirements for the Contract because:

The Subcontractor's employees will have limited contact with District students during the
 course of the Contract;

Emergency or exceptional circumstances exist; or

With respect to contractors constructing, reconstructing, rehabilitating or repairing a school facility, as provided in Section 45125.2, the Contractor and/or Subcontractor have agreed to ensure the safety of pupils at the school facility by the following method(s) specified in Section 45125.2:



Installation of physical barrier at the work site to limit contact with pupils. Surveillance of employees of the Contractor by school personnel.

Continual supervision and monitoring of all employees of the Contractor by an employee of the Contractor whom the DOJ has ascertained has not been convicted of a violent or serious felony.

Supervisor's Name	
-------------------	--

Soc.Sec. No.

School District Official

Date

CERTIFICATION OF CONTRACTOR AND SUBCONTRACTOR DIVISION OF INDUSTRIAL RELATIONS REGISTRATION

Pursuant to Labor Code Section 1725.5, contractors and all subcontractors must be registered with the Department of Industrial Relations in order to bid on, to be listed in a bid proposal, or to engage in the performance any defined public work contract.

	,	certify that
(Name)	(Title)	

_____ Is currently registered as a contractor with the

Department of Industrial Relations (DIR):

Contractor's DIR Registration Number:

Expiration Date:_____

Signee further acknowledges:

- 1. Contractor shall maintain DIR uninterrupted registered status for the duration of the project.
- 2. Contractor shall note in the Invitation to Bid and the Information for Bidders the DIR's registration requirement for all subcontractors and their subcontractors.
- 3. Contractor shall ensure that all first, second, and third tier subcontractors are registered at the time of bid opening and maintain registered status for the duration of the project.
- 4. Contractor is to furnish DIR Registration Number for all subcontractors within 24 hours of bid opening.
- 5. Contractor shall substitute any subcontractor with a DIR registered contractor if listed subcontractor is unable to perform the work.

Failure to comply with any of the above listed requirements may result in a determination of non-responsiveness.

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

Signature

Date

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NATIONAL SCHOOL DISTRICT

ARTIFICIAL TURF AND PLAYGROUND INSTALLATIONS AT EL TOYON AND RANCHO DE LA NACION SCHOOLS 24-25-10B

> SECTION 11 SPECIFICATIONS

Bid Specifications Synthetic Turf Fields and Playground Structures for El Toyon and Rancho De La Nacion Elementary schools

The attached documents will break down each location's needs.

The district has reviewed the synthetic turf and related underlayment materials and considered standards for material components related to artificial turf installation. <u>Any substitutions</u> must be equal to or greater than and must be addressed before bid closing.

Attachments:

(1) Contractor responsibility related to material handling, storage, product security, and delivery to the job sites.

- (2) Required safety testing certificates
- (3) Specifications for all turf and equipment

Site projects:

Project proposal price sheets include approximate sizes and special effects related to layout, game, lines, etc. Each project will indicate required labor services, including excavation, class II road base application, pad, artificial turf, Infill, and perimeter concrete walkways. The contractor will be responsible for all labor services, including specialty equipment. All individuals using specialty equipment shall be trained and certified for such. District personnel will work with the contractor to stage materials and set security parameters. Contractors will be responsible for carrying the correct A1 licensing and will include the proper subcontract licenses regarding the installation of artificial turf products and ancillary electrical Requirements. In some cases, plumbing will be necessary for hose bibs, etc. Those determinations will take place during the job walk. The contractor is also responsible for repairing damage from construction to existing concrete, asphalt, and turf on school grounds.

Sites:

- El Toyon Elementary School
- Rancho De La Nacion Elementary School

Exhibits:

- CPI Vista W shape monofilament with texturized thatch
- CPI Machado Sport, XP, pro slim film, fiber
- Mirafi N series Non-woven polypropylene geotextiles-Filter fabric
- Synthetic Base System Brock PowerBase
- T-cool Infill/ Per Pound
- Ultrabond turf tape and Ultrabond Turf PU 1K adhesive
- Epic Plastics Benda Board Redwood
- Vulcan ¾" Class II permeable road base
- Tapcon concrete screw anchors
- Jaypro Professional pitching rubber
- Jaypro Major League home plate
- Jaypro Pro-style Hollywood bases w/anchor installation instructions
- Jaypro foul poles
- Three-panel baseball backstop
- Jaypro Pickleball post and net
- Jaypro Soccer Goal PKG
- Jaypro Combo Soccer/Football Goal
- Jaypro Titan CVX2 w/acrylic Backboard
- Cristy B12 Box with cover
- Site maps and layout of the fields with dimensions

Walkways:

- All ADA concrete walkways will be poured 4" inches deep to ADA specifications, with a 3250 PSI mix design. They will be made of standard gray concrete with a medium broom finish, and all concrete will be poured over 4" of class II road base.
- All Perimeter walkways should have a 6" wide by 12" deep Monolithic curb on the exterior side of the walkway.

Declaration Of Contractor Responsibility for All Projects Rendered

Demolition disposal and dust control:

The contractor will dispose of all removed materials and clean up the site. Areas where dirt might be exposed to wind must be wetted appropriately to prevent dust re-aerosol concerns. The contractor will also be responsible for dumpsters, heavy equipment, and appropriate safety equipment for all personnel.

Electrical for future field lighting:

The district will outline areas requiring electrical conduits for field lighting and provide electrical requirements for future field lighting

B12 Cristy boxes shall be installed every 100' whenever possible, not exceeding 150' The drawing's red lines denote the location of the trench and installation of 2-1" schedule 40 gray PVC with 90-degree elbows facing up in Christy boxes per the NEC.

Labor certification for the installation of artificial turf and substrate materials:

The contractor will be responsible for maintaining relationships with manufacturers and suppliers and following the appropriate insulation guidelines set forth by such individuals. The contractor is responsible for following and communicating with suppliers concerning the proper application of all goods.

Storage and warehousing of district materials:

The contractor will be responsible for managing materials and delivering materials to the job site. The contractor should expect materials up to eight weeks before an installation. This would include all materials such as underlayment goods, infill, and artificial turf.

Owner responsibilities:

- Providing personnel to open and close entries
- Providing staging location
- Providing communication regarding any questions on the job site

Artificial turf project official turnover to the district:

The contractor will ensure the field is safe and ready for student occupancy.

This would include removing any tools, equipment, nails, knives, steel wires, or anything else that could harm a child.

Post-Installation GMAX testing:

The contractor will be required to test the field appropriately regarding critical fall height and the GMAX testing protocol for each project.

Initial startup:

The contractor will support district on-site grounds personnel regarding the general maintenance of all new Turf applications. This would include cleaning, grooming, and protocol when repairs need to be made.

El Toyon School: Soccer/Flag Football Field, Whiffle Ball Field, Playground Structures, Basketball & Pickleball Court

All areas that are not designated sports turf will be landscape turf.

1. Soccer/Flag Football Field:

- 80'x130'(10,400sqft)
- Sports turf (green, white, and yellow lines)
- 1" Sports Pad
- Mirafi Weed fabric
- Two Goals_ Jaypro Soccer football combo with yellow football post uprights and white soccer posts (see picture in Specs)
- White and yellow lines (3")
- Epic Plastics Benda Board Redwood
- Hashmarks and numbers in White
- El Toyon in the endzone white in color
- Relocate all storm drains to accommodate the new field and remove trip hazards.

2. Wiffle Ball Field

- Approximately 10,000 sqft.
- Sports turf (green, white, clay)

- White foul lines (3")
- Rust with white lines batter's box (3")
- Rust color infield- determine during a field walk
- Rust color pitcher's mound, determined during a field walk
- Bases set at 40 ft
- Foul poles with padding
- 1" sport pad
- Mirafi Weed fabric
- Clay warning track 5 ft
- Three-panel backstop
- Epic Plastics Benda Board Redwood
- Relocate all storm drains to accommodate the new field and remove trip hazards.

3. Pickleball Court – Concrete pour for a single Pickleball Court

- Pickleball court to measure 55'L x 30'W
- The contractor will pour 1500 sqft of 6" in-depth concrete and #4 rebar 18" on center.

The standard gray concrete design has a 3250 PSI mix and a medium broom finish.

- Moisture barriers under sports-coated concrete areas.
- Sawcut joints 48 hours after to prevent reflective cracking
- The pickleball and basketball courts will be coated with Sport Master Sport Surfaces Pro Cushion System per manufacturer specifications. The attached documents provide color choices and layout.
- Installation of post and net system
- Epic Plastics Benda Board Redwood

4. Basketball Courts – Concrete pour for two basketball courts

- Sawcut and demo existing asphalt basketball court, basketball poles, and backboards
- New Basketball courts to measure 70'L x 50'W x2
- Dig and excavate two 4' x 4' (minimum) pits for new basketball poles, which will be installed according to manufacturer specifications.
- Moisture barriers under sports-coated concrete areas.
- The contractor will form and pour a new basketball court totaling 3500 sqft by 6" in depth. The court will have 5/8" rebar 18" on center, a standard gray concrete color, a 3250 psi mix design, and a medium broom finish.
- Joints are to be saw cut no more than 48 hours after to prevent reflective cracking.

- Contractor to purchase and install four Jaypro Titan CVX2 w/acrylic Backboards for new basketball courts
- The basketball courts will be coated with Sport Master Sport Surfaces Pro Cushion System per manufacturer specifications. The attached documents provide color choices and layout.

5. Playground Structure:

- Demo and dispose of existing playground structures and footings
- Remove and dispose of all wood chips
- Sawcut all asphalt or concrete necessary to accommodate the new structure noted on the map.
- Demo existing curbs, asphalt, and ramps to accommodate new equipment dimensions and clearances. Contractor to verify
- Form and pour new Flush curbs(6"x18")
- Backfill the new playground opening with a Class II road base of at least 12" and achieve 95% compaction.
- Assemble and install owner-provided playground equipment per the attached specifications and plans.
- All playground surface areas shall be pour-in-place rubber(colors to be determined)
- The Pour-in-Place rubber will have multiple designs, such as stars, squares, and Hopscotch. The playground structure area will be a different color than the outer perimeter.
- Pour-in-Place should have pads installed at the base of all slides and the structure's entry and exit points.
- All equipment and surfacing shall conform to current playground-related ASTM and CPSC technical standards, including, but not limited to ASTM F1487 (Playground Equipment), ASTM F1292 & ASTM F3313 (Impact Attenuation of Playground Surfaces), CPSC Publication 325: Public Playground Safety Handbook Vendors and their contractor(s) must be prepared to comply with all state, federal and local requirements for play structure equipment. Vendors are responsible for verifying site conditions.
- All measurements are approximate and must be verified by the contractor during the mandatory job walk.

6. Outdoor Seating Areas:

- Two 20'x20' pads should be formed and poured 6" in thickness 3250 psi with #4 rebar 24" on center and Top Cast finish determined at a later date
- ARA Hex Shade Canopy 470-0678 will be installed per the attached manufacturer specifications.

- Novo Arc Bench 580-1312 will be installed according to the manufacturer specifications attached.
- All concrete penetrations for the ARA Hex Shade Canopy and the Novo Arc Bench should be core-drilled, and the concrete finish shall match the existing concrete slab.
- The canopy and bench area concrete will be top-cast

7. AC Paving:

- Approximately 20,200sqft
- Remove all asphalt and excavate to allow 10" of class 2 road base at 95% compaction per fire code.
- Highlighted orange areas on the drawing shall be removed and poured back with 7" of concrete 3250 psi with #5 rebar
- All storm drains will be replaced with boxes and raised to new heights.
- All Christy boxes will be replaced if damaged and set at the appropriate height to avoid trip hazards.
- Concrete to be Tan in Color

8. Landscape Planter:

Planters and concrete rings in the turf should include the following trees, shrubbery, and the appropriate listed irrigation.

- 10' wide planter box with 6" wide mow curbs to be poured alongside the entire warning track of the Wiffle ball field
- Excavate eight inches of native and rototill six inches of topsoil, topping off with two inches of brown mulch.
- 5 48" box Little Gem Magnolia trees
- 15 five gallon Salvia Leucantha(Santa Barbara)
- 23 five-gallon Anigozanthos 'Big Red'
- 6 Cercis Canadensis 'Forest Pansy'
- All tree rings will have a 24" root barrier installed within the tree ring
- Install two deep watering heads per tree (Rainbird or Hunter)

9. Irrigation:

- Use three existing zones for the following
 - Forest Pansy Zone 1
 - Magnolia trees Zone 2
 - Shrubs Zone Install ¼" drip tube with two gph emitter to each plant.
 - Add amendments as specified by the District to each planting hole before planting.

- o Install a New one-inch PB Valve with a pressure regulator.
- All planters require heavy-duty weed barrier fabric, drip irrigation, and two inches of mulch.

Contractor responsibilities: Contractor needs to include in their price document the following items:

- Sawcut and demo approximately 27,000sqft of asphalt
- Earth excavation no less than 8 inches
- Contractor, responsible for excess dirt, removal, and rock removal
- Irrigation capping and removal of any lines no longer in use. Reroute and install new valves. Run new plumbing and wiring to water new planters and tree rings.
- Native earth compaction to 90%
- No less than 4 inches of Class II road base
- Compaction of class II road base up to 95%
- Form and pour concrete walkways around the perimeter of turf fields and courts.
- Mirafi weed filter fabric for the soccer field
- Machado, sports, Turf, XP, pro slim film, fiber (soccer field)
- Vista W- Shape Monofilament with texturized thatch (Landscape)
- Artificial turf seam tape application and adhesive
- T Cool Infill-Hydro silica/ 4 pounds per square foot
- Epic Plastics Benda Board Redwood
- Turf line inset as Prescribed
- Solid, artificial turf colors as prescribed
- Initial field, grooming, and cleanup
- Disposal, dumpsters, heavy equipment, specialty equipment, and specialty tools
- Relocation of all sheds
- The final surface must meet ADA compliance rules and regulations, adhering to the 2010 ADA Standards for Accessible Design, specifically sections 302 (Floor or Ground Surfaces) and 1008 (Play Areas).
- The contractor is responsible for all playground striping in the play areas.

Warranty:

Synthetic turf surfacing: provide a warranty to the owner for the complete synthetic turf system for ten years from the date of substantial completion against defects in materials and workmanship for the following:

- Synthetic turf surfacing shall be covered during the warranty period for failure due to seam rupture, backing delamination, synthetic yarn UV stability, excessive wear, and tear strength.
- The 10-year warranty shall also cover all subsurface drainage systems and associated grading, piping, connections, and tie-ins against soft spots, low spots, or drainage problems.
- The Warranty must not be pro-rated.
- Provide maintenance contract to sustain warranty.
- Provide initial GMAX testing certificate.

Total field area = Approximately 40,000sqft

Rancho De La Nacion: Soccer Field/Whiffle Ball Field Basketball Court.

All areas that are not designated sports turf will be landscape turf.

1. Soccer field

- 80'x120' approximately 9600sqft
- Sports turf (green, white, yellow)
- 1" Sports Pad
- Mirafi weed fabric
- Two multipurpose goals (JayPro)
- Yellow lines for soccer
- White lines for football
- Epic Plastics Benda Board Redwood
- Relocate all storm drains to accommodate the new field and remove trip hazards.

2. Wiffle Ball Field

- Sports turf (green, white, clay)
- 1" sports Pad
- Mirafi weed fabric
- White foul lines
- Clay with white lines batter's box
- Clay infield

- Clay pitcher's mound
- Bases set at 45 ft
- Foul pole
- Clay warning track 5 ft
- Three-panel backstop
- Epic Plastics Benda Board Redwood
- Relocate all storm drains to accommodate the new field and remove trip hazards.

Contractor responsibilities: Contractor needs to include in their price document the following

<u>items:</u>

- Earth excavation no less than 7 inches
- Contractor, responsible for excess dirt, removal, and rock removal
- Irrigation capping and removal of any lines no longer in use. Reroute and install new valves. Run new plumbing and wiring to water new planters and tree rings.
- Native earth compaction to 90%
- 4 inches Class II road base
- Compaction of class II road base up to 95%
- Form and pour concrete walkways
- Mirafi weed filter fabric
- Machado, sports, Turf, XP, pro slim film, fiber (soccer/football/Wiffle ball field)
- Vista W- Shape Monofilament with texturized thatch (Landscape)
- Artificial turf seam tape application and adhesive
- T Cool Infill-Hydro silica/ 4 pounds per square foot
- Epic Plastics Benda Board Redwood
- Turf line inset as Prescribed
- Solid, artificial turf colors as prescribed
- Initial field, grooming, and cleanup
- Disposal, dumpsters, heavy equipment, specialty equipment, and specialty tools
- The final surface must meet ADA compliance rules and regulations, adhering to the 2010 ADA Standards for Accessible Design, specifically sections 302 (Floor or Ground Surfaces) and 1008 (Play Areas).

3. Retaining wall

- 8" x 8" x 16" Standard Split Face Block 1-Side Tan block shall be used for all retaining walls
- A Tan 4" Stone face wall cap will be used to cap the wall

4. Basketball Court – Concrete pour for a single basketball court

- Sawcut and demo existing asphalt basketball court, basketball poles, and backboards
- New Basketball court to measure 70'L x 50'W x2
- Dig and excavate two 4' x 4' (minimum) pits for new basketball poles, which will be installed according to manufacturer specifications.
- Contractor to purchase and install four Jaypro Titan CVX2 w/acrylic Backboards for new basketball courts
- Moisture barriers under sports-coated concrete areas.
- The contractor will form and pour a new basketball court totaling 3500 sqft by 6" in depth. The court will have #4 rebar 18" on center, a standard gray concrete color, a 3250 psi mix design, and a medium broom finish.
- Joints are to be saw cut no more than 48 hours after to prevent reflective cracking.
- The contractor is responsible for all playground striping in the play areas.
- The basketball courts will be coated with Sport Master Sport Surfaces Pro Cushion System per manufacturer specifications. The attached documents provide color choices and layout.

5. Neo 360:

- Form and pour a round concrete pad 16' in diameter 3250psi, grey in color, with #4 rebar 24" on center
- Form and pour a 6' walkway from the main track to the new pad.
- Trench and install one 1" conduit for electrical to the nearest power source designated by the District
- Install and wire the convertor in a raised NEMA 3 cabinet
- Make all necessary electrical connections to equipment to operate correctly and as the manufacturer specifies.

6. AC paving:

- Grind and overlay 1.5" of all asphalt in the upper playground area, between classrooms, and along the fence line near El Toyon.
- All storm drains will be replaced with boxes and raised to new heights.
- All Christy boxes will be replaced if damaged and set at the appropriate height to avoid trip hazards.

Total Field Area = Approximately 36,736sqft

<u>Warranty</u>

Synthetic turf surfacing: provide a warranty to the owner for the complete synthetic turf system for ten years from the date of substantial completion against defects in materials and workmanship for the following:

- Synthetic turf surfacing shall be covered for failure from seam rupture, backing delamination, synthetic yarn UV stability, excessive wear, and tear strength over the warranty period.
- The 10-year warranty shall also cover all subsurface drainage systems and associated grading, piping, connections, and tie-ins against soft spots, low spots, or drainage problems.
- The Warranty must not be pro-rated.







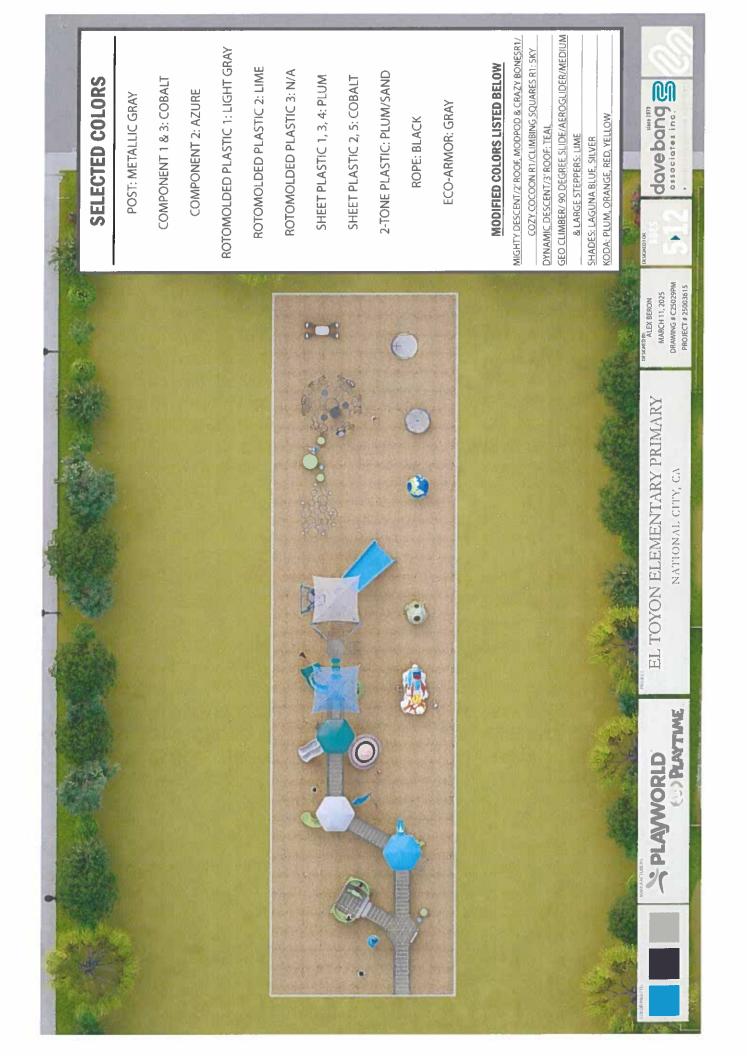


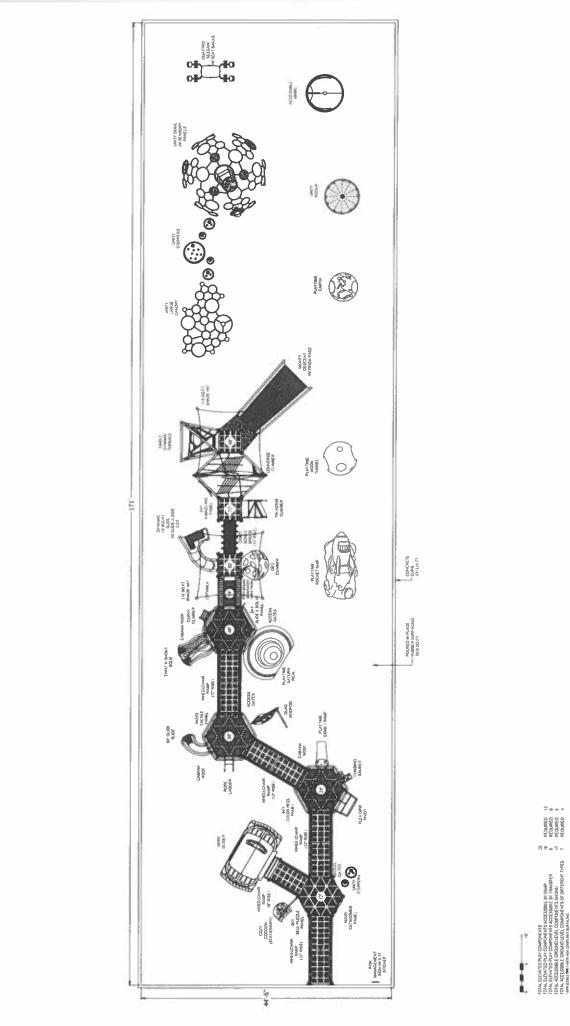














El Toyon Elementary School

Design Number: C25029PM - Bill Of Material

Ref.

ket. No.	Part No.	Description	Quantity
	Posts		
1	ZZPM0006	5in OD X 96in STEEL POST W/ RIVETED CAP	6
2	ZZPM0008	Sin OD X 108in STEEL POST W/ RIVETED CAP	2
	ZZPM0046	5in OD X 156in STEEL POST W/ RIVETED CAP	2
4	ZZPM0047	5in OD X 156in STEEL POST W/O CAP	6
5	ZZPM0057	5in OD X 168in STEEL POST W/O CAP	6
6	ZZPM0067	5in OD X 180in STEEL POST W/O CAP	6
7	ZZPM0266	5in OD x 217in STEEL POST W/CAP	2
8	ZZPM0357	5in x 84in STEEL POST w/CAP	2
9	ZZPM0387	5in OD x 222in LARGE SHADE HAT POST- (72in & 84in DECK)	4
10	ZZPM0388	5in OD x 246in LARGE SHADE HAT POST- (96in & 108in DECK)	4
	Decks & Kic	k Plates	
11	ZZPM0616	SQUARE COATED DECK ASSEMBLY	3
12	ZZPM0619	HEX COATED DECK ASSEMBLY	4
	Slides		
13	ZZPM2727	TWIST AND SHOUT (48in DECK)	1
	Decks & Kic		
14	ZZPM2805	ENTRY SUPPORT BRACKET	2
	Slides		
15	ZZPM3129	90 DEGREE GLIDE SLIDE (36in DECK)	1
	ZZPM3422	DYNAMIC DESCENT SLIDE - ENTRANCE & SLIDE A SIDE EXIT	1
	Barriers		
17	ZZPM4288	ACCESS GATE	4
	Activity Pan	els	
18	ZZPM4648	POST MOUNT SCAVENGER HUNT	1
	Slides		-
19	ZZPM4695	MIGHTY DESCENT W/PRISM PASS	1
	Climbers		•
20	ZZPM4707	CONVERGE	1
20	Roofs & Arcl		I
71	ZZPM4716	12ft SQUARE HAT SHADE	2
21	Activity Pan		۷.
22	ZZPM4836	NUVO ACTIVITY PANEL	2
22	Climbers	NOVO ACTIVITT PANEL	2
22			
23	ZZPM6081	72in TRI-VERSE CLIMBER	1
- 4	Overhead Ev		
24	ZZPM6084	FLEX GRIP PIVOT	1
~ -	Activity Pan		
25	ZZPM6086	DECK MOUNT SKY PANEL FOR ACTIVITY INSERT	4
	Climbers		
26	ZZPM6089	DYNAMIC TERRACE	1
	Bridges		

PLAYWORLD

El Toyon Elementary School

Design Number: C25029PM - Bill Of Material

- 			
Ref. No.	Part No.	Description	Quantity
27	ZZPM6478	CRAZY BONES 6ft × 1ft RISE BRIDGE	1
	Climbers		
28	ZZPM6757	Sft GEO CLIMBER	1
29	ZZPM7057	48in CURVY CLIMBER	1
	Bridges		
30	ZZPM7080	6ft CATWALK	1
	Climbers		
31	ZZPM7086	CLIMBING SQUARES BLOCK CLIMBER (24in)	1
32	ZZPM7236	ROPE LADDER- 36in DECK	1
	ADA Items		
33	ZZPM7328	6in RISE DK-DK WHEELCHAIR RAMP W/ GUARDRAILS	1
34	ZZPM7330	AEROGLIDER DECK EXTENSION FOR WHEELCHAIR RAMPS	1
35	ZZPM7537	GROUND TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	1
36	ZZPM7538	DECK TO DECK WHEELCHAIR RAMP W/ BARRIERS (12in RISE)	2
37	ZZPM7539	DECK TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE)	1
	Balance		
38	ZZPM8606	COZY COCOON- STATIONARY	1
	Roofs & Arci	hes	
39	ZZPM9858	PM HEX CABANA ROOF	3
	Slides		
40	ZZUN3402	DYNAMIC DESCENT SLIDE - RIGHT TURN SECTION	3
	Activity Pan	els	
41	ZZUN4673	A-MAZE-ING INSERT	1
42	ZZUN4678	SLIDE & SOLVE INSERT	1
43	ZZUN4827	NUVO TACTILE INSERT	1
44	ZZUN4858	NUVO - CATACOMBS PANEL INSERT	1
45	ZZUN6087	BELL PUZZLE INSERT	1
46	ZZUN6088	COLOR REEL INSERT - SINGLE SIDED	1
	Climbers		
47	ZZUN6840	MODPODS QUAD- VERTICAL	1
	Balance		
48	ZZUN7136	UNITY STEPPER - SMALL	3
49	ZZUN7137	UNITY STEPPER - MEDIUM	3
50	ZZUN7138	UNITY STEPPER - LARGE	1
	ADA Items		
51	ZZUN7336	AEROGLIDER	1
52	ZZUN9390	6in WHEELCHAIR RAMP CENTER SUPPORT	1
53	ZZUN9400	18in WHEELCHAIR RAMP CENTER SUPPORT	1
54	ZZUN9410	30in WHEELCHAIR RAMP CENTER SUPPORT	1
55	ZZUN9420	42in WHEELCHAIR RAMP CENTER SUPPORT	1

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Design Number: C25029PM - Compliance and Technical Data Reference Document: ASTM F1487

Ref. No. Part No.	Otv. Description	Unit ASTM Status	Total Weight (Ibs)	Pre- Post- Consumer Recycled Content (lbs)	CO2e Footprint (kas)	STAR	Install Hours	Concrete (Yds3)	Active Play Events
1 ZZPM0006	6 5in OD X 96in STEEL POST W/ RIVETED CAP	Certified	325.26		488	0	6.00	0.78	0
2 ZZPM0008	2 5in OD X 108in STEEL POST W/ RIVETED CAP	Certified	121.02			0	2.00	0.26	0
3 ZZPM0046	2 5in OD X 156in STEEL POST W/ RIVETED CAP	Certified	175.42			0	2.00	0.26	0
4 ZZPM0047	6 Sin OD X 156in STEEL POST W/O CAP	Certified	511.86			0	6.00	0.78	0
5 ZZPM0057	6 Sin OD X 168in STEEL POST W/O CAP	Certified	550.86			0	6.00	0.78	0
6 ZZPM0067	6 5in OD X 180in STEEL POST W/O CAP	Certified	599.46			0	6.00	0.78	0
7 ZZPM0266	2 Sin OD x 217in STEEL POST W/CAP	Certified	228.02			0	2.00	0.24	0
8 ZZPM0357	2 5in x 84in STEEL POST w/CAP	Certified	106.06			0	2.00	0.24	0
9 ZZPM0387	4 5in OD x 222in LARGE SHADE HAT POST- (72in & 84in DECK)	Certified	509.60			0	4.00	0.00	0
10 ZZPM0388	4 Sin OD x 246in LARGE SHADE HAT POST- (96in & 108in DECK)	Certified	565.20			0	4.00	00.00	0
11 ZZPM0616	3 SQUARE COATED DECK ASSEMBLY	Certified	271.08			12	3.00	0.00	0
12 ZZPM0619	4 HEX COATED DECK ASSEMBLY	Certified	914.88			32	8.00	0.00	0
13 ZZPM2727	1 TWIST AND SHOUT (48in DECK)	Certified	185.20			4	3.00	0.06	1
14 ZZPM2805	2 ENTRY SUPPORT BRACKET	Certified	33.88			0	1.00	0.00	0
15 ZZPM3129	1 90 DEGREE GLIDE SLIDE (36in DECK)	Certified	108.54			2	2.00	0.03	1
16 ZZPM3422	1 DYNAMIC DESCENT SLIDE - ENTRANCE & SLIDE A SIDE EXIT	Certified	142.40		+18	2	4.50	0.06	1
17 ZZPM4288	4 ACCESS GATE	Certified	137.52			0	2.00	0.00	0
18 ZZPM4648	1 POST MOUNT SCAVENGER HUNT	Certified	17.30			m	2.00	0.00	1
19 ZZPM4695	1 MIGHTY DESCENT W/PRISM PASS	Certified	1,183.70			15	10.00	0.48	2
20 ZZPM4707	1 CONVERGE	Certified	751.10			10	00.6	0.38	1
21 ZZPM4716	2 12ft SQUARE HAT SHADE	Certified	743.60			0	20.00	0.24	0
22 ZZPM4836	2 NUVO ACTIVITY PANEL	Certified	66.88			0	1.00	0.00	0
23 ZZPM6081	1 72in TRI-VERSE CLIMBER	N/A	121.10			2	4.50	0.52	Ţ
24 ZZPM6084	1 FLEX GRIP PIVOT	Certified	147.60			0	2.50	0.26	0
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Design Number: C25029PM - Compliance and Technical Data Reference Document: ASTM F1487

Ref. No. Part No.	No.	Otv. Description	Unit ASTM Status	Total Weight (lbs)	Pre- Post- Consumer Recycled Content (lhs)	CO2e Footprint (kas)	llere	Install Hours	Concrete (Vdc3)	Active Play Events
	ZZPM6086	4 DECK MOUNT SKY PANEL FOR ACTIVITY INSERT	Certified	250.40		963	0	4.00	0.00	0
26 ZZPM	ZZPM6089	1 DYNAMIC TERRACE	Certified	786.50			Ø	00.6	0.63	1
27 ZZPM	ZZPM6478	1 CRAZY BONES 6ft × 1ft RISE BRIDGE	Certified	336.50			2	4.00	0.00	-
28 ZZPM	ZZPM6757	1 5ft GEO CLIMBER	Certified	133.86			2	2.00	0.09	1
Z9 ZZPM	ZZPM7057	1 48in CURVY CLIMBER	Certified	83.21			1	2.00	0.06	
30 ZZPM	ZZPM7080	1 6ft CATWALK	Certified	253.68			m	4.00	0.00	ved
31 ZZPM	ZZPM7086	 CLIMBING SQUARES BLOCK CLIMBER (24in) 	Certified	86.30			2	3.00	0.0	1
32 ZZPM	ZZPM7236	1 ROPE LADDER- 36in DECK	Certified	63.60			1	2.00	0.06	1
33 ZZPM	ZZPM7328	 6in RISE DK-DK WHEELCHAIR RAMP W/ GUARDRAILS 	Certified	201.60			4	2.00	0.00	0
34 ZZPM	ZZPM7330	1 AEROGLIDER DECK EXTENSION FOR WHEELCHAIR RAMPS	Certified	61.32			0	1.00	0.03	0
35 ZZPM	ZZPM7537	 GROUND TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE) 	Certified	388.84			4	3.00	0.00	0
36 ZZPM	ZZPM7538	2 DECK TO DECK WHEELCHAIR RAMP W/ BARRIERS (12in RISE)	Certified	1,082.20		1,374	00	6.00	0.00	0
37 ZZPM	ZZPM7539	 DECK TO DECK WHEELCHAIR RAMP W/ GUARDRAILS (12in RISE) 	Certified	379.30			4	3.00	0.00	0
38 ZZPM	ZZPM8606	1 COZY COCOON- STATIONARY	Certified	171.17			1	1.50	0.13	1
39 ZZPM	ZZPM9858	3 PM HEX CABANA ROOF	Certified	901.89			0	3.00	0.00	0
40 ZZUN	ZZUN3402	3 DYNAMIC DESCENT SLIDE - RIGHT TURN SECTION	Certified	54.90			0	1.50	0.00	0
41 ZZUN	ZZUN4673	1 A-MAZE-ING INSERT	Certified	14.51			2	0.25	0.00	1
42 ZZUN	ZZUN4678	1 SLIDE & SOLVE INSERT	Certified	17.61			2	0.25	0.00	1
43 ZZUN	ZZUN4827	1 NUVO TACTILE INSERT	Certified	19.63			2	0.50	0.00	1
44 ZZUN	ZZUN4858	1 NUVO - CATACOMBS PANEL INSERT	Certified	24.02			1	0.50	0.00	1
45 ZZUN	ZZUN6087	1 BELL PUZZLE INSERT	Certified	15.30			2	0.50	0.00	1
46 ZZUN	ZZUN6088	1 COLOR REEL INSERT - SINGLE SIDED	Certified	26.30			2	0.50	0.00	-
47 ZZUN	ZZUN6840	1 MODPODS QUAD- VERTICAL	Certified	324.09			4	3.00	0.39	1
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Design Number: C25029PM - Compliance and Technical Data Reference Document: ASTM F1487

Total Weight (lbs)
89.91
164.13
128.05
1,567.12
7.93
10.79
13.76
16.62
608.08
497.20
579.20
75.22
482.67
968.30
19,403.25

Tuesday, March 11, 2025

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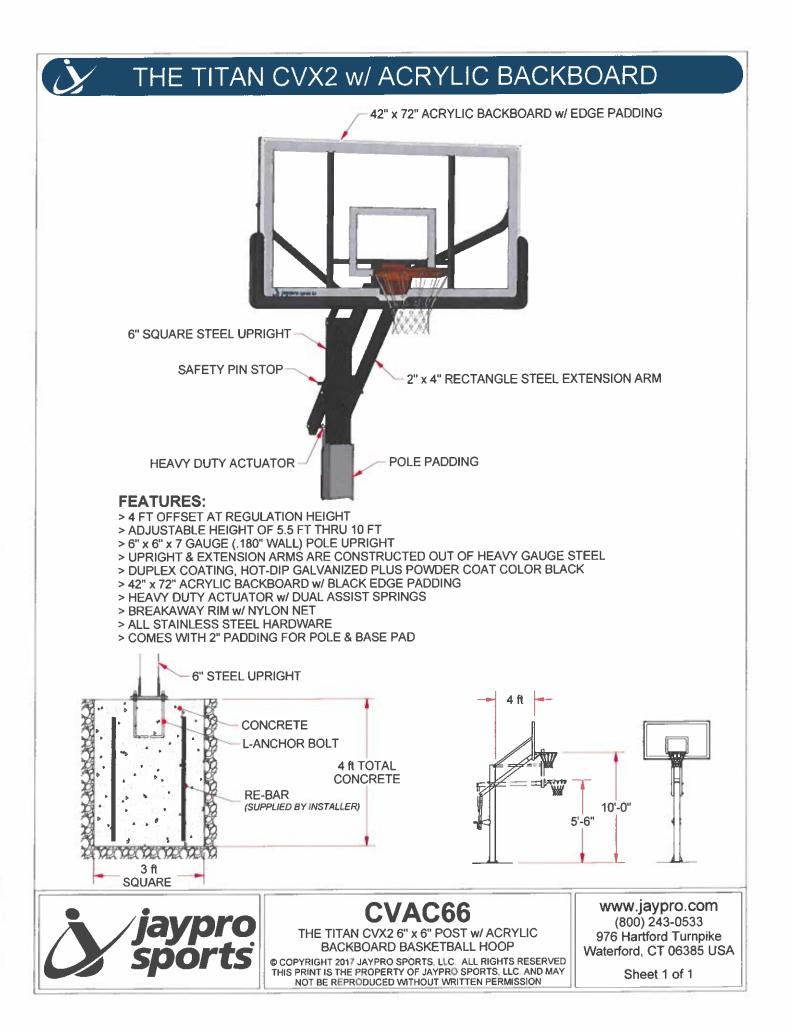
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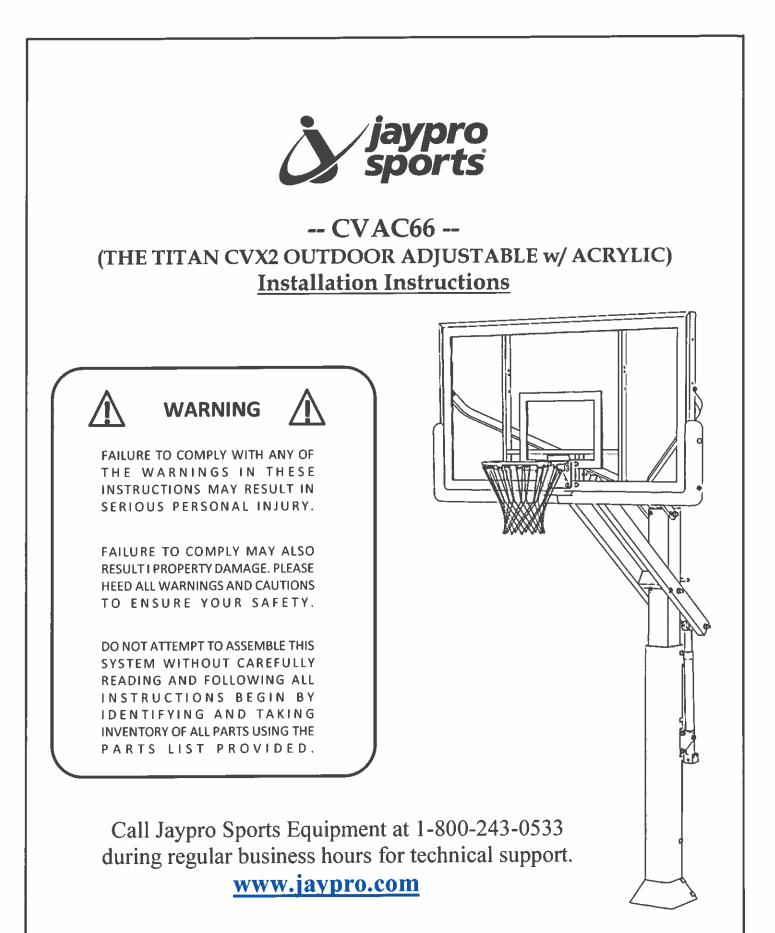
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Ref. No. Part No.		Qty. Description	Unit ASTM W Status	Total Weight (lbs)	Pre- Post- Consumer Recycled Content (Ibs)	CO2e Footprint (kgs)	Users	Install Hours	Concrete (Yds3)	Active Play Events
ASTM F1487 The lay-out f each of the a scope of the playground s	F1487 y-out for t of the abov of the AS	ASTM F1487 The lay-out for this custom playscape, design number C25029PM, has been configured to meet the requirements of the ASTM F1487 standard. In addition, each of the above components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested and are IPEMA certified. Components listed as "Not Applicable" do not fall within the scope of the ASTM F1487 standard and have not been tested. IPEMA certification can be verified on the IPEMA website, www.ipema.org. In the interest of playground safety, IPEMA provides a Third Party Certification Service which validates compliance.	M, has been sted and arr IPEMA certi ervice which	n configure e IPEMA c fication car n validates	d to meet the requirem ertified. Components n be verified on the IP5 compliance.	ents of the A isted as "No EMA website	NSTM F1 t Applica , www.ip	1487 stal able" do l oema.org	ndard. In a not fall with . In the ini	Iddition, lin the terest of
 2010 A The lay surfaci ASTM 	ADA Stank y-out was ing materi I F1292, "	2010 ADA Standards for Accessible Design The lay-out was also designed to meet the 2010 Standards published 15-Sep-2010, by the Department of Justice when installed over a properly maintained surfacing material that is in compliance with ASTM F1951 "Accessibility of Surface Systems Under and Around Playground Equipment" as well as ASTM F1292, "Impact Attenuation of Surfacing Materials Within the Use Zone of Playground Equipment", appropriate for the fall height of the structure.	ished 15-Se ssibility of S the Use Zo	ap-2010, by surface Sys one of Play	/ the Department of Ju stems Under and Arou ground Equipment", ar	stice when ir nd Playgrour propriate for	nstalled (nd Equip the fall	over a pr ment" as height o	operly mai s well as f the struct	ntained ure.
Install Installs membe of 30 h	Installation Times Installation times a member working 1, of 30 hours on the	Installation Times Installation times are based on one experienced installer. A crew of three experienced individuals can perform the installation within the given time, each member working 1/3 of the given hours. [Eg. Installation Time = 30 hours. For a crew of three, each member will work 10 hours on the installation for a total of 30 hours on the project.]	w of three e: 30 hours. I	xperienced For a crew	l individuals can perfor of three, each membe	m the install r will work 10	ation with D hours o	hin the g on the in	iven time, stallation fo	each òr a total
Carboi The C(harves produc opportu	Carbon Footprint The CO2e (carbor harvesting raw me producing process opportunity. Play sponsored by Def emissions in servi	r footprint given in Kilograms and M aterials to the time it leaves our shit ses and products, reducing our use world Systems elected to adopt the ra and the Carbon Trust. The PAS ces and goods throughout their ent) listed abov Playworld (raw materi /ailable Spe ained intern e.	e is a mea Systems n als, reusin cification; f lational acc	Aetric Tons) listed above is a measure of the environmental impact this play structure represents oping dock. Playworld Systems nurtures a total corporate culture that is focused on eliminating c of precious raw materials, reusing materials whenever possible and recycling materials at every Publicly Available Specification; PAS 2050 as published by the British Standards Institute and 2050 has gained international acceptance as a specification that measures the greenhouse gas ire life cycle.	tal impact the culture tha possible and by the Britis tion that me	iis play s t is focu recyclin sh Stand asures th	structure sed on e g materi lards Ins he green	represents liminating als at even titute and lhouse gas	s from carbon
A mea proces capture	insumer I is urement is and is t ed waste	Pre-Consumer Recycle Content A measurement, in pounds, that qualifies the amount of material that was captured as waste and diverted from landfill during an initial manufacturing process and is being redirected to a separate manufacturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from captured waste material during the manufacturing process of extruded Aluminum products such as rods, flat bars and H-channels.	I that was ca cess to bec truded Alum	aptured as ome a diffe iinum prod	of material that was captured as waste and diverted from landfill during an initial manufacturing acturing process to become a different product. E.g. 100% of our Aluminum Tubing is made from ocess of extruded Aluminum products such as rods, flat bars and H-channels.	m landfill dur % of our Alu bars and H-c	ring an ir minum T channels	nitial maı Fubing is	nufacturing made fron	_ 5
Post-C A mea a landf sheet s	Consumer Isurement fill as a sc steel have imount of Po	Post-Consumer Recycle Content A measurement, in pounds, that qualifies the amount of material that was once another product that has completed its lifecycle and has been diverted fron a landfill as a solid waste through recycling and is now being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and sheet steel have been diverted from landfills. Automobiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product. ** The amount of Post-Consumer recycled steel fluctuates daily based on the availability of the recycled steel.	t of material that was once another pro w being used in a Playworld Systems' obiles are scrapped and recyclable st based on the availability of the recycled steel.	nce anothe world Syst d recyclabi the recycled	of material that was once another product that has completed its lifecycle and has been diverted from w being used in a Playworld Systems' product. E.g. **20% to 40% of the steel in our steel tubing and obiles are scrapped and recyclable steel is purchased by the steel mill that produces our raw product.	pleted its life % to 40% of y the steel m	ecycle ar the stee iil that p	nd has b el in our roduces	een diverte steel tubing our raw pr	d from g and oduct.
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El Toyon Elementary School





Keep this instruction manual in case you have to contact the manufacturer for replacement parts.

TOOLS AND MATERIALS REQUIRED FOR ASSEMBLY (Not Included)

- 2 Adjustable Wrenches
 2) Socket Set
 3) 9/16" Wrench
- 4) 3/4" Wrench
- 5) 15/16" Wrench
- 6) 1/2" Wrench
- 7) Hammer or Mallet
- 8) Tana Meaure

8) Tape Meaure

- 9) Shovel
- 10) Concrete 1/2 yard or 14-
- 16 Bags, (80 lbs. bags)
- 11) Philips Head Screwdriver
- 12) 2 Ladders (min.) or Crane
- 13) Carpenter's Level
- 14) Water Supply

A MINIMUM OF SIX ADULTS IS REQUIRED TO LIFT UNIT INTO PLACE

STOPI

BEFORE YOU START

STOPI

Identify and inventory all parts using the checklist boxes in the parts list. Be sure to keep the hardware bags and their contents separate.

Test fit all Bolts by inserting them into the respective hole. If necessary, carefully scrape away any excess powder coating buildup from inside the holes. Do not scrape away all of the powder coating. Bare metal may rust.



SAFETY INSTRUCTIONS



FAILURE TO FOLLOW THESE SAFETY INSTRUCTIONS MAY RESULT IN SERIOUS INJURY OR PROPERTY DAMAGE AND WILL VOID THE WARRANTY.

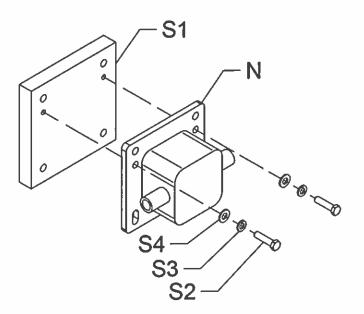
- A minimum of six adults are required to safely assemble the unit.
- The major components of this system have considerable weight. It is recommended that scaffolding and/or a lift jack be used to hoist the post, outrigger, braces and board into place.
- If using a ladder during assembly, use extreme caution. Follow all warnings and cautions on the ladder carefully.
- A probability of serious injury exists if this system is not installed, maintained, or operated properly.
- Before digging, contact the appropriate agency to locate underground power cables, gas, and water lines. Do not install the system within 20 feet of overhead power lines.
- Climate, corrosion, or misuse could result in system failure.
- If technical assistance is required, contact the manufacturer.
- Most injuries are caused by misuse and /or failure to follow instructions.
- Use caution when using the system.

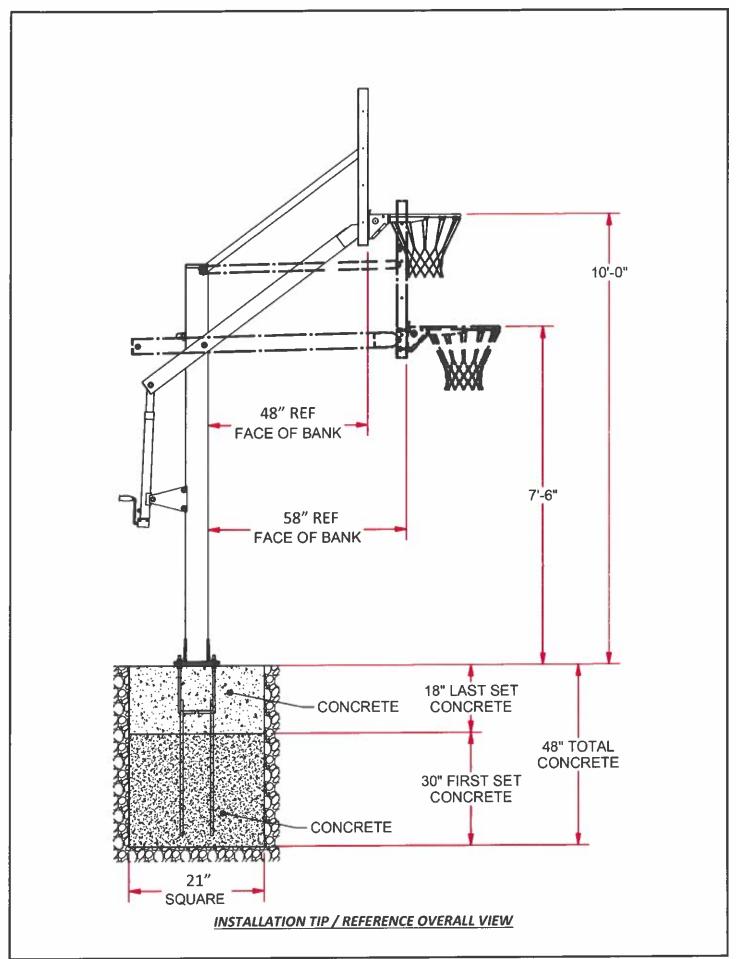
		R4 16 13 3 13 10 10 10 10 10 10 10 10 10 10 10 10 10			H 13 14 16 13 14 16 10 16 10 10 10 10 10 10 10 10 10 10 10 10 10	Upper extension arms are installed inside the backboard frame
					6-	
	,	PARTS LIST				
ITEM	QTY	DESCRIPTION				12 0 -2 -7
A	1	Main Post				15 4
B	1	Actuator				
C	2	Spring-Assist Cartridge				5
D	1	Pole and Gusset Padding				2-
E	1	Rim Height Sticker	ſ		SPACER KIT	11- 10 00 00 00 00 00 00 00 00 00 00 00 00
F G	1 2	Main Extension Arm Upper Extension Arm	ITEM	ΟΤΥ	DESCRIPTION	14 5
H	1	Acrylic Backboard	S1	1	Spacer Plate	
	1	Safety rod 20mm Dia	\$2	2	Hex Bolt 3/8" x 1 1/2"	12
J	1	Sleeve for Spring Cartridge	S3	2	Lock Washer 3/8"	15 8 8
K	1	Rim Height Indicator	S 4	2	Washer 3/8"	
L	1	Flex Rim (Separate pack)				
M	1	Rim Pad (Pre-attached)			HARDWARE LIST	- к-
N	1	Backboard mounting bracket	ITEM		DESCRIPTION Nylon Washer M18	- c 9
			1	2	Nylon Washer M16	- 12
		DERGROUND PARTS	2	9 2	Nylon Washer M12	
	QTY	DESCRIPTION	4	1	6mm Lock Pin	B
U1	1	Anchor Template	5	2	Hex Bolt M18x320mm	- U5
U2 U3	4	18mm Anchor J-bolts Thick washer for J-bolt	6	1	Hex Bolt M16x295mm	15
U4	12	Hex nut M18	7	2	Hex Bolt M16x320mm	
U4 U5	4	Anchor Rebar 36" L	8	1	Hex Bolt M16x185mm	U4
U6	4	Lock Washer M18	9	1	Hex Bolt M16x135mm	
			10	2	Hex Bolt M12x70mm	
		RIM HARDWARE	11	4	Washer for M18 Bolt	
ITEM	QTY	DESCRIPTION	12	10	Washer for M16 Bolt	U3 U3
R1	4	Carriage bolt M10x55mm	13	4	Washer for M12 Bolt	U4 1
R2	4	Washer M10	14	2	Lock Nut M18	
R3	4	Flange nut M10	15	5	Lock Nut M16	
R4	4	Carriage bolt M10x110mm	16	2	Lock Nut M12	
						U2

Spacer Kit:

a. Attached the backboard mounting bracket (N) to the spacer backboard (S1) as shown, with 3/8" x 1 1/2" hex bolt (S2), lock washer 3/8" (S3) and washer 3/8" (S4).

NOTE: spacer is only for 42" x 72" rectangular acrylic backboard (ACRB-72) only, discarded the other instructions.





Footing:

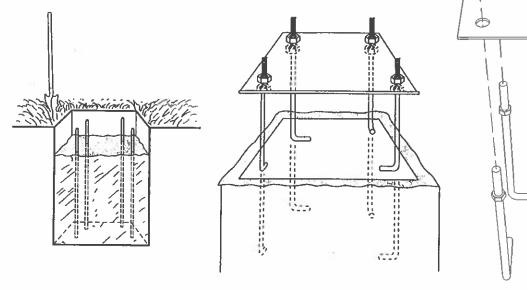
NOTE: Before digging, call to locate any buried utility lines.

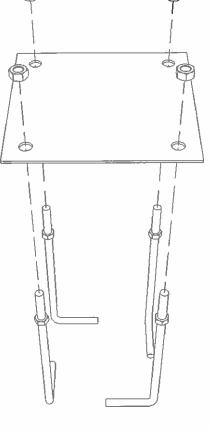
- a. Dig a hole 48" deep x 21" across. The edge of the hole should be flush with the edge of the playing surface. If you live in an area where heavy frost can occur, it may pose a problem, consult your local building inspector to determine the appropriate hole depth. *NOTE: The hole must be at least 48" deep.*
- b. There must be at least 3 feet of clearance behind the unit to enable the user to adjust the height.
- c. Mix the concrete according to the instructions on the bags. Note that a thicker mix of concrete will dry stronger than a thin mix. Pour the concrete into the hole, stopping approximately 18 inches from the top of the hole.
- d. Assemble the ground anchor kit as shown below.
- e. Insert the four pieces of 1/2" x 36" rebar into the hole, pushing each piece firmly to the bottom of the hole. The four pieces should be arranged in a square approximately 8 9 inches wide so that each piece of rebar will be positioned surrounding the backstop post.
- f. Finish filling the hole to the top with concrete. And insert the ground anchor kit on top of the concrete.
- g. Allow the concrete to cure a minimum of 72 hours before proceeding. In humid climates or wet weather, allow additional time for the concert to cure.

Ground Anchor Kit:

Thread a M18 Hex Nut onto each of the J-Bolts. Securely tighten the Nuts all the way down to the end of the threads. Slide the threaded ends of the J-Bots through the holes in the corners of the J-Bolt Template and secure them with M18 Hex Nuts as shown. Securely tighten all Nuts at this time.

NOTE: Make sure the curved "J" ends of the J-Bolts are oriented in a rectangular pattern as shown.

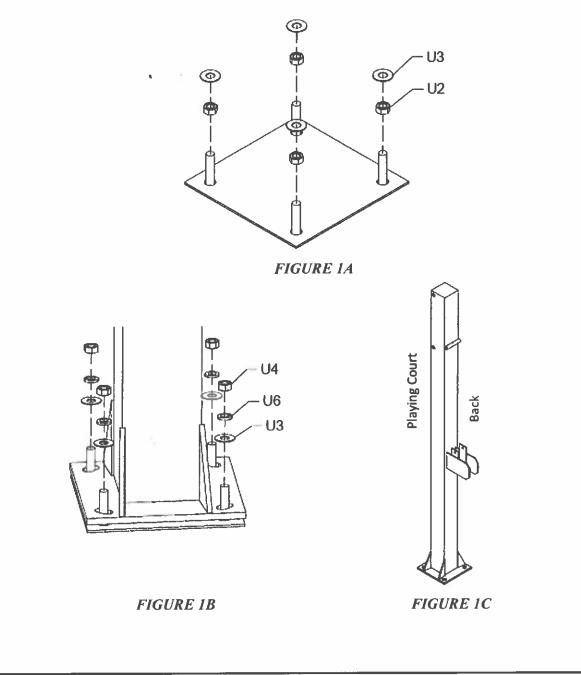




Step 1:

- a. Slide a 18mm thick washer (U3) over each of the J-Bolts (U2) as shown in FIGURE 1A.
- b. Remove the padding from main post (A). Place he main post (A) over the J-Bolts. Slide a 18mm thick washer (U3), a Lock washer 18mm (U6) and thread a 18mm hex nut (U4) to each J-Bolt. Tighten the nuts only a few turns onto the J-Bolts as shown in FIGURE 1B.
- c. If the main post (A) is not exactly vertical, adjust the 18mm J-Bolt hex nuts (U4) located under the post base. Tighten all of the hex nuts (U4) above post base when main post (A) is vertical.

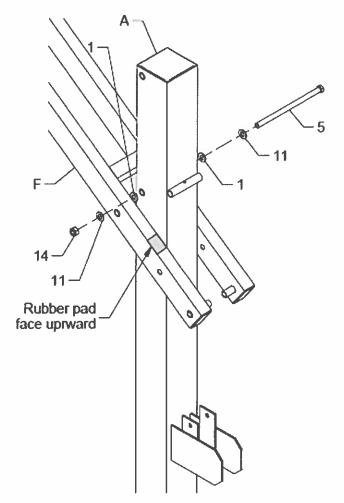
NOTE: Face the main post (A) with actuator bracket facing away from playing court (as shown in FIGURE 1C).



Step 2:

a. Slide the main extension arm (F) over the top of the main post (A) and attach to the lower pivot tube with a M18x320mm Hex Bolt (#5), two M18 flat washer (#11), two nylon washers M18 (#1) and one lock nut M18 (#14).

NOTE: Make sure nylon washer located between main extension arm (F) and post (A). the nylon washers may be factory-assembled.



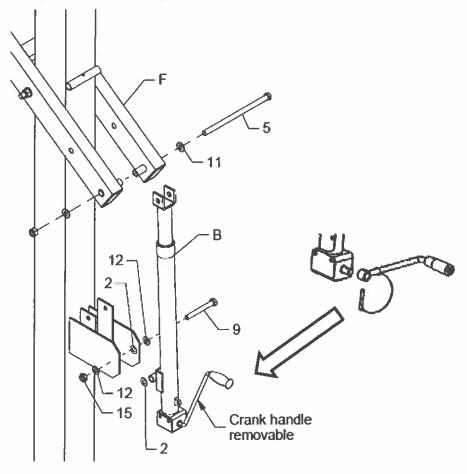
Nylon washer #1 may be factory installed.

Step 3:

- a. Connect actuator to main extension arm. Place the upper bracket of actuator (B) between the last set of welded tubes on the main extension arm (F), attach the two parts using hex bolt M18x320mm (#5), two flat washers M18 (#11), on lock nut (#14).
- b. Connect actuator (B) to the mounting bracket welded in the middle of post (A), using one hex bolt M16x135mm (#9), two flat washers for M16 bolt (#12), two nylon washers (#2), and one lock nut for M16 bolt (#15).

NOTE: Make sure nylon washer go between actuator and mounting bracket.

c. Attached crank handle to the actuator. Slide removable crank handle onto the shaft sticking out of gear box (actuator), lock it in place with attached pin.



Step 4:

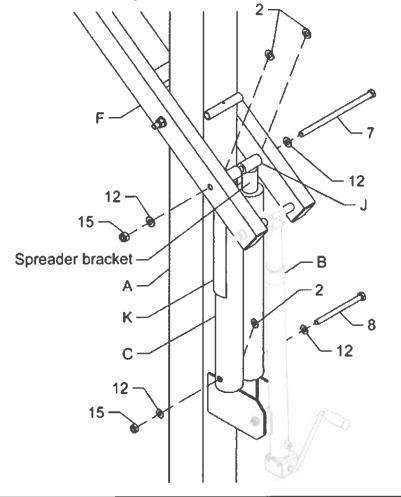
a. Slide steel sleeve (J) thru both tubes welded at the top end of spring-assist cartridge (C). Place the top of spring-assist between main extension (F), align the steel sleeve (J) with the second set of welded tubes on the main extension arm (F), place the stainless-steel rim height indicator (K) beside the spring-assist cartridge (C). Slide one washer M16 (#12) over one hex bolt M16x320mm (#7) and slide this bolt all the way thru main extension arm (F), one nylon washer M16(#2), steel sleeve (J), rim height indicator (K), another nylon washer (#2), and the other side of main extension arm (F). secure it with one flat washer M16 (#12), one lock nut M16 (#15), Do not over tighten this bolt because this is the pivot point. Mack sure the rim height indicator (K) hang freely alongside of spring-assist cartridge (C).

NOTE: Nylon washer locates between steel sleeves (J) and main extension arm (F), they may be factory-assembled already.

b. Attach the bottom of spring-assist cartridges (C) to the main post bracket by using a hex bolt M16x185mm (#8), two flat washers M16 (#12), one nylon washer M16 (#2) and one hex nut M16 (#15).

NOTE: Nylon washer goes between two cartridges.

c. Remove and discard the steel spreader bracket from the spring-assist cartridges.

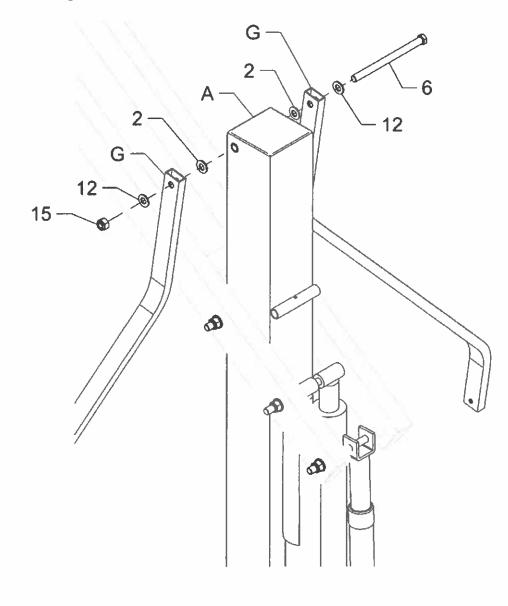


Step 5:

a. Attached the two upper extension arms (G) to main post (A) with one hex bolt M16x295mm (#6), two flat washers M16 (#12), two nylon washers M16 (#2) and one lock nut M16 (#15).

NOTE: The nylon washers go between upper extension arm and main post.

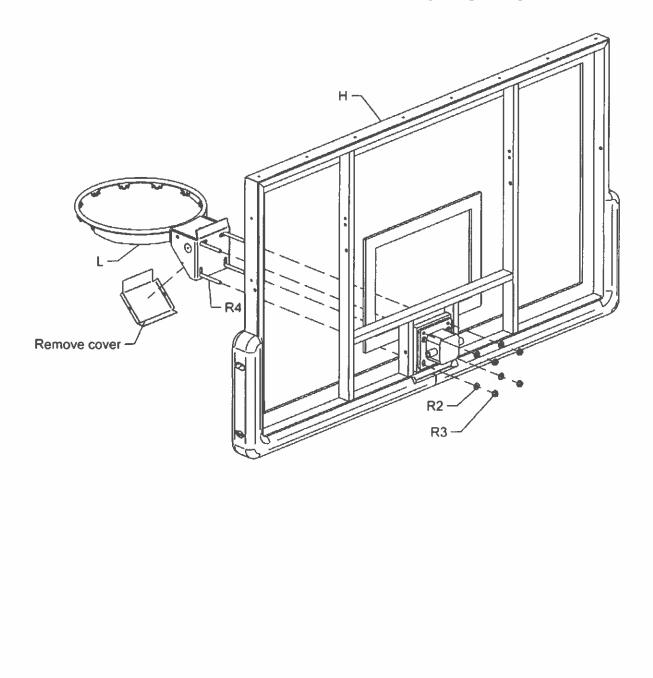
Do not tighten at this time.



Step 6:

- b. Remove the screws on rim springs box cover, open the spring box. (rim spring box may not be factory-assembled.)
- c. Mount the rim to the mounting bracket on backboard (H) using the hardware supplied in rim box (carriage bolt M10x110mm Long one). Lift the backboard a little bit to align holes if needed.
- d. Re-attach spring box cover to the rim with removed screws.

NOTE: Use a level to make sure rim is level side to side before tightening nuts



Step 7:

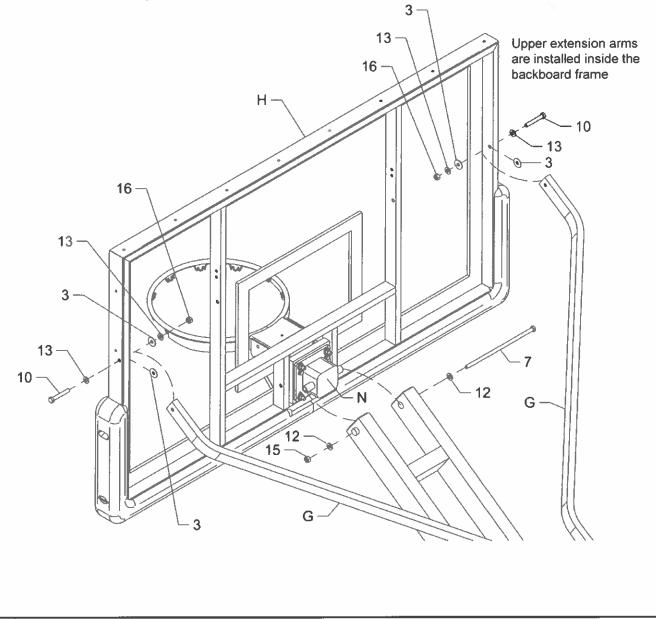
Crank the main extension arm as low as possible.

Attached the backboard mounting bracket (n) to the main extension arm (F) by using a hex bolt M16x320mm (#7), two M16 flat washers (#12), two nylon washers (#2) and one lock nut M16 (#15).

NOTE: Nylon washers go between main extension arm bracket (F) and backboard mounting bracket.

b. Connect upper extension arms (G) to backboard (H), using 2 hex bolts m12x70mm (#10), 4 flat washers M12 (#13), 4 Nylon washers M12 (#3) and 2 lock nut M12 (#16).

NOTE: Put Nylon washers on both side of upper extension connecting plate.

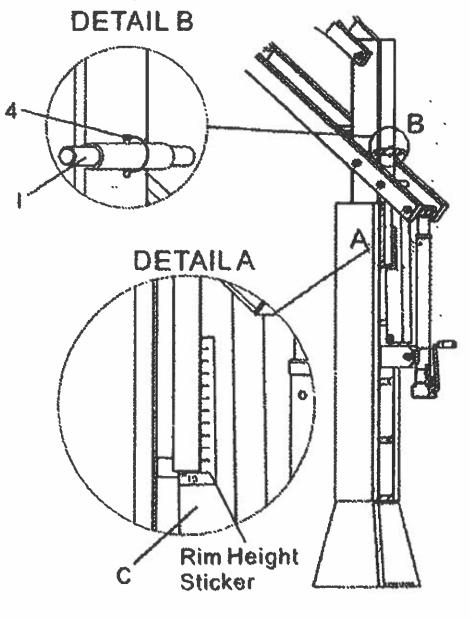


Step 8:

a. After everything is square, make sure all nuts on the system have been tightened.

NOTE: Do not over tighten the nuts, make sure the unit can be adjusted up and down.

- b. To apply the rim height sticker (in the manual pack), first use a tape measure to crank rim up to exactly 10' from the playing surface. Use a pencil to make a mark on the spring-assist cartridge (C) where the bottom of the rim height indicator (K) stops. Then peel and apply rim height sticker to outside of spring-assist cartridge (C) lining up the pencil mark with the 10' mark on the rim height sticker. See detail A.
- c. Attached past pad and gusset pad to main post (A) as shown.
- d. Slide safety rod (I) thru the tube welded on the back side of main post (A). align the holes each other and secure it with one lock pin 6mm (#4). See detail B.







Heavy-duty adjustable steel systems for indoor/outdoor play. A colossal achievement in high performance hoops!

Clear View Shot Design Technology:

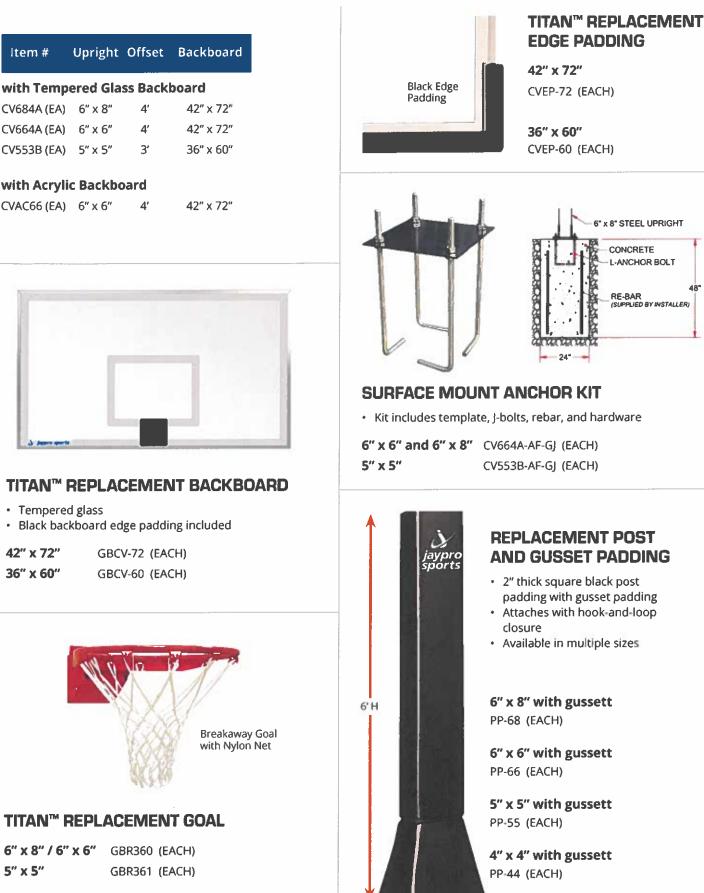
Minimizes the distraction of a structure typically located at the center of the backboard.

Recommended for: Indoor/Outdoor Programs

Features:

- Uprights available in 3 sizes: 6" x 8", 6" x 6" and 5" x 5"
- Adjustable height of 5½' to 10'
- 2" x 4" heavy gauge steel extension arms
- Tempered glass or Acrylic backboard
- Reliable actuator and safety pin-stop
- Duplex coating "hot dip" galvanized with black powder coat finish
- Breakaway rim or flex goal, nylon net, and stainless steel hardware included
- Black pole padding and backboard edge padding included

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Tempered glass

6" x 8" / 6" x 6"

5" x 5"

Item #

CV684A (EA) 6" x 8"

Black backboard edge padding included

42" x 72" GBCV-72 (EACH) 36" x 60"

GBCV-60 (EACH)





ACRYLIC RESURFACER

CMT-3

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

SportMaster Acrylic Resurfacer is a 100% acrylic emulsion resurfacer designed for on site mixing with silica sand. Acrylic Resurfacer reduces surface porosity allowing for application of an even, full depth color, playing surface. Retextures existing smooth playing surfaces to promote consistent application of successive coats.

USES

SportMaster Acrylic Resurfacer is applied to asphalt, concrete, and existing acrylic surfaces in preparation for SportMaster color finish systems.

COLOR

Available in Black and Neutral.

Chemical Characteristics	
	% Weight (minimum)
Acrylic Emulsion	44.0
Hiding Pigment	2.0
Mineral Inert Fillers	5.0
Film Formers, Additives	.2
Water	45.0

Produ	uct Data
Туре	Acrylic Emulsion
Pounds per gallon at 77°F	8.5 ± .5
% Non Volatile Material	27.5 ± 5.0
Odor	Slight Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year

SURFACE PREPARATION

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. New asphalt must cure 14-30 days before application. Repair of pavement surface defects, depressions and cracks must be completed prior to application. All repairs must be flush and smooth to adjoining surfaces.

MIXING PROCEDURES

• For Use As A Coating - Use the following mix design (based on 55 gallons of Acrylic Resurfacer for ease of calculation):

Acrylic Resurfacer	55 gallons
Silica Sand (50 - 60 mesh)	
Water	

• For Use As A Patching Material - Acrylic Resurfacer may be modified with the following mix design. Patching Mix for applications up to 1/4" lifts:

Acrylic Resurfacer	.10 gallons
Water	5 gallons
Sand	
Cement	1/2 gallon
(Always mix cement thoroughly with a	a small amount of
water before adding to patching mix).	

NOTE

Silica Sand used in patching should be AFS fineness 30 to 60 mesh.

APPLICATION

Apply Acrylic Resurfacer with a soft rubber squeegee. Apply successive coats in cross directions. Scrape all rough spots and ridges before applying the next coat. Apply one or two coats, depending on surface porosity and condition. Two coats are recommended on new or uncoated asphalt.

IMPORTANT

Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME

30 to 60 minutes under optimum drying conditions.

COVERAGE

Yield calculations are based on undiluted gallons of SportMaster Acrylic Resurfacer and will vary according to surface texture and porosity within the limits below:

.07 to .09 gallons per square yard per coat.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY

The statements made on this technical bulletin are believed to be true and accurate, and are intended to provide a guide for approved construction practices.



ACRYLIC RESURFACER

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CUSHIONMASTER 1

CMT-23

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

CushionMaster I is designed as a secondary layer to be applied following coats of CushionMaster II, as part of the SportMaster Pro Cushion System. CushionMaster I features fine rubber particles for smooth texturing.

USES

Tennis courts or any other asphalt or suitable concrete recreational surface as a resilient course for SportMaster Systems.

COLOR

Black when dry.

Chemical C	haracteristics
	% Weight (Nominal)
Acrylic Emulsion (60% Non Volatile)	36.12
Organic Filler Material	14.88
Mineral Inert Fillers	17.31
Miscellaneous Additives	4.22
Water	27.47

Product Data			
Туре	Acrylic Emulsion		
Weight per gallon at 77°F	9.59 ± .5 lbs.		
% Non Volatile Material	55.92 ± 5		
Odor	Ammonia		
Flammability	Non-Flammable		
Flash Point	None		
Storage Life	One Year		

SURFACE PREPARATION

• As with a standard SportMaster System, surface preparation is extremely important. The surface must be smooth and level. All pavement repairs must be flush with the surrounding surface. The pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials.

• New asphalt surfaces must cure 14-30 days prior to application. Newly cured or rough textured asphalt surfaces should first be coated with Acrylic Resurfacer (Technical Bulletin CMT - 3).

• New Concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium broom finish or similar roughened texture. They must never be steel trowelled. Etch surface with phosphoric acid and apply SportMaster Acrylic Adhesion Promoter.

MIXING PROCEDURES

Cushion Master	55 gallons
Water	13-14 gallons

Cushion Master I	30 gallons
Water	7-8 gallons

APPLICATION

Use a soft rubber squeegee. Do not apply until preceding coat has dried. Three coats of CushionMaster II followed by two coats of CushionMaster I are required for standard resiliency. Additional coats may be applied for added resiliency. Can also be sprayed with Dual Diaphragm Pump System.

IMPORTANT

Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use. On outdoor concrete surfaces, assure adequate and functional perimeter drains as well as a sound vapor barrier beneath the slab.

DRYING TIME

Thirty to sixty (30 to 60) minutes under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE

0.10 to 0.12 gallons per square yard per coat. Yield is based on undiluted gallons.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY

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CUSHIONMASTER 1

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CUSHIONMASTER II

CMT-22

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

CushionMaster II is designed as the base layer for the SportMaster Pro Cushion System. CushionMaster II features coarse rubber particles for higher cushion build.

USES

Tennis courts or any other asphalt or suitable concrete recreational surface as a resilient course for SportMaster Systems.

COLOR

Black when dry.

Chemical C	haracteristics	LR
	% Weight (Nominal)	
Acrylic Emulsion (60% Non Volatile)	36.12	
Organic Filler Material	14.88	
Mineral Inert Fillers	17.31	
Miscellaneous Additives	4.22	
Water	27.47	

Product Data			
Туре	Acrylic Emulsion		
Weight per gallon at 77°F	9.59 ± .5 lbs.		
% Non Volatile Material	55.92 ± 5		
Odor	Ammonia		
Flammability	Non-Flammable		
Flash Point	None		
Storage Life	One Year		

SURFACE PREPARATION

As with a standard SportMaster System, surface preparation is extremely important. The surface must be smooth and level. All pavement repairs must be flush with the surrounding surface. The pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials.

• New asphalt surfaces must cure 14-30 days prior to application. Newly cured or rough textured asphalt surfaces should first be coated with Acrylic Resurfacer (Technical Bulletin CMT-3). Acrylic Resurfacer should be applied on existing Acrylic surfaces to provide texture and ensure consistent application of the rubber granules.

• New Concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium

broom finish or similar roughened texture. They must never be steel trowelled. Etch surface with phosphoric acid and apply SportMaster Acrylic Adhesion Promoter.

MIXING PROCEDURES

Cushion Master II	55 gallons
Water	3-14 gallons

Cushion Master	II	30 gallons
Water		7-8 gallons

APPLICATION

Use a soft rubber squeegee. Do not apply until preceding coat has dried. Three coats of CushionMaster II followed by two coats of CushionMaster I are required for standard resiliency. Additional coats may be applied for added resiliency. Can also be sprayed with Dual Diaphragm Pump System.

IMPORTANT

Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use. On outdoor concrete surfaces, assure adequate and functional perimeter drains as well as a sound vapor barrier beneath the slab.

DRYING TIME

3 to 4 hours under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE

0.15 gallons per square yard per coat. Yield is based on undiluted gallons.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY

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CUSHIONMASTER II

CMT-22

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FLEXIBLE CONCENTRATE

CMT-36

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

SportMaster Flexible concentrate is a 100% acrylic emulsion coating designed as a color coating for SportMaster Cushion Systems and surfaces when additional flexibility is desired. The elastomeric properties of Flexible Concentrate provide long-term resiliency and flexibility when applied to layers of CushionMaster I and II, other flexible underlayments and crack repair membrane systems.

USES

Tennis, Basketball, Pickleball, and other recreational courts and areas.

COLOR

Neutral. Tintable with ColorPlus Pigment Dispersion.

Product Data	
Туре	Acrylic Emulsion
Pounds per Gallon @ 77° F	9.2 ± .5
% Non Volatile Material	28 ± 2
Odor	Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year
Colors	Neutral / Tintable

SURFACE PREPARATION

Surface must be cleaned entirely of dust, dirt, and debris. CushionMaster layers must be completely dry before applying Flexible Concentrate. If using Flexible Concentrate over a rubberized surfce, Flexible Acrylic Resurfacer can be used as needed to maintain increased flexibility and softness throughout the system.

MIXING PROCEDURES

Mix in the following order for 55 gallon drum of Flexible Concentrate:

Flexible Concentrate	55 gallons
SportMaster ColorPlus	
Water	
Silica Sand (7 to 90 mesh)	

Mix in the following order for 30 gallon keg of Flexible Concentrate: Note: Mix thoroughly to ensure complete dispersion of ColorPlus.

Flexible Concentrate	
SportMaster ColorPlus	2 gallons
Water	
Silica Sand 70 to 90 mesh)	200 lbs

APPLICATION

Apply mixed coating with a 50-60 durometer, soft rubber squeegee. A minimum of two coats are recommended.

IMPORTANT

Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME

Flexible Concentrate dries in 30 to 60 minutes under optimum drying conditions. Low ambient or low surface temperature and high humidity increase drying time.

COVERAGE

Yield calculations are based on undiluted gallons of Flexible Concentrate and vary according to surface texture and porosity within the limits below: .05 to .07 Gallons per square yard per coat.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY

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FLEXIBLE CONCENTRATE

CMT-36

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ACRYLIC PATCH BINDER

CMT-6

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

A 100% acrylic liquid binder designed for on-site mixing with sand and cement. Ideal for leveling and repairing low spots and depressions up to 3/4" deep on tennis court and other sport surface pavements. Acrylic Patch Binder can also be used for filling cracks in asphalt or concrete sport surfaces up to 1" in width.

USES

Tennis courts or any other asphalt or concrete sport or recreational surface.

COLOR

Milky White.

Chemical Characteristics	
Classification	Acrylic Emulsion
Weight per gallon @ 77° F	8.8 ± .5 pounds
Flammability	Non-Flammable
Flash Point	None
Storage Life	Keep liquid from freezing

SURFACE PREPARATION

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose materials. New asphalt surfaces must cure 14-30 days prior to application. New concrete surfaces must cure 28 days prior to application. Concrete surfaces should have a medium broom finish or similar roughened texture. Etch surface with muriatic or phosphoric acid, rinse and allow to dry before application of successive coatings.

MIXING PROCEDURES

A power mixer (drill with mixing attachment or mortar mixer) is recommended. For patching and filling depressions, use the following mix design:

Acrylic Patch Binder	1 gallon
Sand	30 lbs.
Cement	5-7 lbs.

NOTE

Thoroughly mix dry sand and cement together first before adding to Acrylic Patch Binder.

APPLICATION

Apply patch mix with smooth sided screed or trowel. Be sure to feather edges on patches. Acrylic Patch Binder patching mix should be applied in multiple lifts to achieve desired depth in patches greater than 1/2".

IMPORTANT

Mix thoroughly for only 2 to 4 minutes. DO NOT OVERMIX as this may cause excessive air entrainment and loss of strength. Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME

Allow surface to harden completely before applying coatings or opening to foot or vehicle traffic.

COVERAGE

One gallon will produce enough patch mix (when mixed with sand and cement) to fill .86 square yard (approximately 7.75 square feet) at 1/4" depth. When used as a Crack Filler: One gallon will produce enough material to fill 75-150 lineal feet of crack, depending on depth and width of crack.

CLEAN UP

Wash tools in water before material dries.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY

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ACRYLIC PATCH BINDER

CMT-6

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STRIPE-RITE

CMT-14

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

Stripe-Rite is a 100% acrylic clear drying emulsion primer for line striping. Stripe-Rite is applied prior to SportMaster Line Paint to fill the minor voids between the masking tape and the court surface to assure crisp, razor sharp lines.

USES

For priming line markings on any asphalt, concrete or color coated surface.

COLOR

Milky White. Clear when dried.

Chemical Characteristics	
	% Weight (Nominal)
Acrylic Emulsion	38.0
Hiding Pigment	0.0
Mineral Inert Fillers	7.0
Film Formers, Additives	1.5
Water	50.0

Product Data	
Туре	Acrylic Emulsion
Pounds per gallon at 77°F	8.9 ± .5
% Non Volatile Material	29 ± 5
Odor	Slight Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year
Colors	Milky White, clear when dry

SURFACE PREPARATION

Pavement Surface must be cleaned of dust, dirt, debris and all loose material.

APPLICATION

Stripe-Rite can be applied by roller or brush. Allow Stripe-Rite to dry completely before applying SportMaster Line Paint.

IMPORTANT

Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME

Thirty to sixty (30 to 60) minutes under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE

500 to 600 lineal feet of 2 inch line per gallon.

CLEAN-UP

Wash tools in water before material dries.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY

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TEXTURED WHITE LINE PAINT

CMT-52

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

Textured White Line Paint is a 100% acrylic emulsion paint fortified with fine sand to provide a texture similar to that of the playing surface.

USES

Line marking on tennis courts, basketball courts, pickleball courts, and other asphalt or concrete pavement surfaces.

COLOR

Available in white.

Product Data	
Туре	Acrylic Emulsion
Pounds per gallon at 77°F	.11 ± 1 lbs.
% Non Volatile Material	54 ± 2
Odor	Ammonia
Flammability	Non-Flammable
Flash Point	None
Storage Life	One Year

SURFACE PREPARATION

Pavement surface must be cleaned entirely of dust, dirt, debris and all loose material. If using Textured White Line Paint on a new, uncoated surface, allow adequate curing time before application.

MIXING PROCEDURES

Textured White Line Paint can be rolled or brushed. To assure crisp lines, it is advisable to use a high quality tape to mask lines. Remove tape as soon as Textured White Line Paint has dried.

IMPORTANT

Stir before using. Temperatures must be above 50°F both during application and for a period of at least 24 hours after application. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. On outdoor concrete surfaces, assure adequate and functional perimeter drains as well as a sound vapor barrier beneath the slab.

DRYING TIME

Thirty to sixty (30 to 60) minutes under optimum drying conditions. Indoor applications are substantially affected by temperature and available ventilation and will dry more slowly.

COVERAGE

500 to 600 lineal feet of 2-inch line per gallon.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use.

WARRANTY

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SPORTWAX CLEAR COAT

CMT-18

REVISED 12/19

PRODUCT DESCRIPTION & BENEFITS

Sport Wax is a ready to use, 100% acrylic, clear drying emulsion formulated as a protective top coat for SportMaster Color systems.

USES

Tennis courts, Basketball courts, pickleball courts, and other multi-purpose sport systems.

COLOR

Clear when dry.

Chemical Characteristics	
Classification	Thermoplastic Acrylic Emulsion
Weight per gallon	8.5 ± .5 lbs. per gallon
Flammability	Non-Flammable
Flash Point	None
Storage Life	Keep liquid from freezing
Color	Clear when wet

SURFACE PREPARATION

Surface must be cleaned entirely of dust, dirt, and debris.

MIXING PROCEDURES

Sport Wax is ready to use. DO NOT DILUTE.

APPLICATION

Recommended application is by spray (airless power spray or garden type pump). A roller, brush, or squeegee may also be used. Sport Wax should be applied at the rate of 200-300 sq. ft. per gallon. Do not allow to puddle.

IMPORTANT

Surface and air temperatures must be above 50°F (10°C) during application and for at least 24 hours after application. Stir before using. Do not apply when rain is imminent or forecast. Keep from freezing. Close container when not in use.

DRYING TIME

Sport Wax will be dry to the touch in one hour at 72°F.

COVERAGE

A coverage rate of 200-300 sq. ft. per gallon is recommended. Coverage rates may be affected by surface porosity.

CLEAN UP Wash spraye

Wash sprayers, tools, etc. in water before material dries.

CAUTIONS

Do not store in direct sunlight or where temperatures exceed 100°F. Do not apply if rain is imminent or forecast. Keep from freezing. Close container when not in use. Refer to product Safety Data Sheet (SDS) for additional safety information and precautions.

WARRANTY

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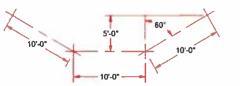
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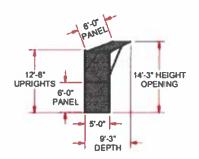
ThorWorks Industries, Inc. P.O. Box 2277 Sandusky, OH 44870

3 Panel Baseball Fence

2-7/8 Post sch 40 heavy duty post

Nottoscale:







🐼 MAPEI"

Ultrabolic

Premium, Fast-Setting, Urethane Adhesive for Turf Seams

DESCRIPTION

Ultrabond Turf PU 1K is a fast-setting, moisture-curing, one-component, urethane adhesive specifically designed for bonding of synthetic turf in high-performance sports installations. Offering excellent weather resistance, Ultrabond Turf PU 1K can be used in interior and exterior applications. It meets FIFA requirements for bond strength in sports-turf applications.

FEATURES AND BENEFITS

- Fast setting time
- Excellent handling characteristics and superior green strength
- Available in green; also available in off-white in the 5 U.S. gal. (18.9 L) size only
- Exceeds FIFA standards for bond strength

INDUSTRY STANDARDS AND APPROVALS

Exceeds FIFA Joint Strength (EN 12228 and EN 13744) requirements

WHERE TO USE

- Interior and exterior installations of synthetic turf
- Professional and educational sports fields
- Commercial and residential landscaping applications of synthetic grass

LIMITATIONS

Install only in areas recommended by the turf manufacturer.

- Use only when the surface temperature is between 41°F and 95°F (5°C and 35°C), and when the ambient relative humidity is between 20% and 80%. When the ambient relative humidity is lower than 20%, longer cure times can be expected.
- Do not use to install nonporous turf backings over nonporous surfaces.

SUITABLE SURFACES

- Ultrabond Turf Tape or manufacturer-recommended seaming tape
- Exterior and marine-grade plywood, and pressure-treated lumber
- Other approved wood underlayments (per manufacturer recommendations)
- Concrete
- Cement-based, exterior-rated patching and repair compounds
- Existing cured asphalt pavement in good condition

Consult MAPEI's Technical Services Department for installation recommendations regarding substrates and conditions not listed.

SURFACE PREPARATION

- All surfaces must be prepared in accordance with the manufacturer of the synthetic playing surface for the type of intended use and must comply with current regulations or standards.
- All surfaces must be structurally sound, dry, solid, stable, even, flat and smooth.
- Surface should be clean and free of dust, dirt, oil, grease, paint, curing agents, concrete sealers, loosely bonded toppings, loose particles, old adhesive residues, and any other substance or condition that may prevent or reduce adhesion.



MIXING

Before product use, take appropriate safety precautions. Refer to the Safety Data Sheet for details.

Ready to use; no mixing is necessary.

PRODUCT APPLICATION

Read all installation instructions thoroughly before installation.

Seaming and full-spread installations

- Unroll and acclimate synthetic turf per the manufacturer's written instructions to allow for reduction of internal tensions caused by packaging and transport.
- Select the appropriately notched trowel (see "Approximate Coverage" section).
- Spread Ultrabond Turf PU 1K evenly over the seaming tape scrim or other suitable surface, keeping the trowel at a 45-degree angle.
- 4. Only apply as much *Ultrabond Turf PU 1K* as can be installed within 30 minutes.
- Install turf in strict accordance with the turf manufacturer's written instructions.
- Adhesive transfer to the backing should be confirmed periodically by lifting the turf material.
- If needed, place weight on the turf seams to ensure proper bonding.

CLEANUP

 Clean any adhesive smudges from the turf surface with a white cloth and mineral spirits while the adhesive is still fresh/wet. Clean tools with mineral spirits while the adhesive is still fresh/wet. Ultrabond Turf PU 1K is extremely difficult to remove when cured.

PROTECTION

- Protect the installation from light traffic for at least 12 hours. Protect it from heavy traffic for at least 24 hours.
- Protect the installation from rain/water exposure and freezing conditions for 12 hours after installation.



Product Performance Properties

Laboratory Tests	Results
Polymer type	Polyurethane
Solids content	100%
VOCs (Rule #1168 of California's SCAQMD)	4 g per L
Joint/bond strength	> 75 N per 100 mm
Flash point (Tag)	> 200°F (93°C)

Shelf Life and Product Characteristics before mixing

Shelf life	1 year when stored in original, unopened packaging at 73°F (23°C)
Storage conditions	50°F to 90°F (10°C to 32°C)

Protect containers from freezing in transit and storage. Provide for heated storage on site and deliver all materials at least 24 hours before work begins.

Application Properties at 73°F (23°C) and 50% relative humidity					
8	Flash time*	0 minutes			
1	Working time**	30 to 45 minutes			

 Working time**
 30 to 45 minutes

 Setting time***
 45 to 90 minutes

* Flash time is the recommended amount of time for a freshly applied adhesive to remain exposed to the air following application before the installation of a floor covering.

** Working time is the maximum amount of time that an adhesive can remain exposed to the air and still effectively bond to the floor covering.

*** Setting time is the window of time when adjustments can still be made to the position of the floor covering without compromising the bond of the adhesive.

Flash time, working time and setting time vary based on temperature, humidity, surface porosity and jobsite conditions. For example, high heat and humidity will reduce working time and setting time; low temperatures and humidity will extend working time and setting time.

Packaging	
Size	Color
Plastic pail: 1 U.S. gal. (3.79 L)	Green
Plastic pail: 5 U.S. gals. (18.9 L)	Green and off-white

Approximate Coverage[†]

Usage	Coverage			
Full spread	With a 3/16" x 5/32" (4.5 x 4 mm) sawtooth trowel: 32 to 40 sq. ft. per U.S. gal. (0.78 to 0.98 m ² per L)			
Seaming	With a 3/16" x 5/32" (4.5 x 4 mm) sawtooth trowel: 160 to 200 linear ft. per 5 U.S. gals. (1.2 to 1.5 linear m per 18.9 L)			

Trowel dimensions are depth/width. Coverage shown is for estimating purposes only. Actual jobsite coverage may vary according to surface conditions, type of trowel used and setting practices.











Refer to the SDS for specific data related to health and safety as well as product handling.

For information on MAPEI's commitment to sustainability and transparency, as well as how MAPEI meets the health and well-being requirements of product certification programs, contact the MAPEI Sustainability Team at 1-800-992-6273.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement or replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most up-to-date TDS and warranty information, please visit our website at

WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TOS SHALL VOID ALL RELATED MAPEL WARRANTIES.

Before using, the user must determine the suitability of our products for the intended use,

www.mapei.com, ANY, ALTERATIONS TO THE and the user alone assumes all risks and liability. ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS, OR REASONABLY SHOULD HAVE BEEN. DISCOVERED.

We proudly support the following industry organizations:





NI

MAPEI Headquarters of North America 1144 East Newport Center Drive Deerfield Beach, Florida 33442 1-888-US-MAPEI (1-888-876-2734) / (954) 246-8888

Technical Services 1-800-992-6273 (U.S. and Puerlo Rico) 1-800-361-9309 (Canada)

Customer Service 1-800-42 MAPEI (1-800-426-2734)

Services in Mexico 0-1-800-MX-MAPEI (0-1-800-696-2734)

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Edition Date: September 13, 2019 PR: 6558 MK 3000259 (19-2322)

For the most current BEST-BACKED" product data and warranty information, visit www.mapel.com. All Rights Reserved. @ 2019 MAPEI Corporation



CONCRETE ANCHORS

ANCLAS PARA HORMIGÓN

3/16" and 1/4" Diameter

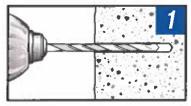
Installation Instructions

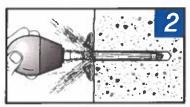
Read these instructions carefully. Failure to follow these instructions can result in serious personal injury.

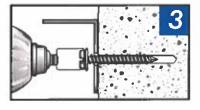
Drill using a hammer drill, drill hole 1/4" deeper than anchor embedment. Hammering function <u>ON</u>. Use the charts below to select the correct drill bit.

Clean using a blow out bulb or compressed air, remove dust from hole.

Drive anchor using a hammer drill with nut driver, Star Drive or Phillips bit until fully seated. Hammering function <u>OFF</u>. For faster and easier installation, use a Tapcon® Pro Installation Tool.







Instrucciones de instalación

Lea cuidadosamente estas instrucciones. Si no sigue estas instrucciones pueden producirse lesiones serias.

Taladre con un taladro de percusión un agujero 1/4" (6.4 mm) más profundo que el empotramiento de anclaje. Función de martillado <u>ENCENDIDO</u>.

para seleccionar la broca correcta.

Limpie el Agujero. Usando un bulbo de soplar o aire comprimido, quite el polvo del agujero.

Introduzca el ancla usando un taladro de percusión con cubo para tuercas, bit de unidad de estrella, o broca Phillips, hasta dejarla bien asentada.

Función de martillado <u>APAGADO</u>,



Anchor Diameter Diámetro del ancla	Drill Bit Broca	Min. Anchor Embedment empotramiento de anclaje mínimo	Phillips Bit Punta Phillips	Star Drive Bit de unidad de estrella	Nut Driver Llave de tuercas
3/16"	5/32"	1"	#2	T-25	1/4" Hex
1/4"	3/16"	1"	#3	T-30	5/16" Hex

To install Small or Medium Diameter Tapcons® use the color-coded Tapcon Drill Bit. Tapcon System Drill Bits are manufactured to tighter tolerances than standard ANSI bits for maximum anchor performance.

Tapcon[®] Anchor/Drill Bit Guide Guia de Brocas y Anclas Tapcon[®]

Tapcon® Anchor Length Longitud de Anclas Tapcon®	Fixture Thickness Grosor del Accesorio (min to max)	Anchor Embedment Empotramiento de anclaje (min to max)	Drill Bit Length" Longitud de la broca"	
1" to 1-1/4"	0" to 1/4"	1" to 1-1/4"	3-1/2"	
1-1/2" to 1-3/4"	0" to 3/4"	1" to 1-3/4"	3-1/2"	
2" to 2-1/2"	1/2" to 1-1/4"	1" to 1-3/4"	4-1/2"	
2-3/4" to 3"	1" to 1-3/4"	1" to 1-3/4"	4-1/2"	
3-1/4" to 3-3/4"	2" to 2-3/4"	1" to 1-3/4"	5-1/2"	
4" to 4-1/4"	2-1/4" to 3"	1" to 1-3/4"	5-1/2"	

*5/32" diameter drill bit for 3/16" anchors, 3/16" diameter drill bit for 1/4" anchors.
 *Broca de 5/32" de diámetro para anclas de 3/16", broca de 3/16" para anclas de 1/4".

Para instalar los Tapcons® con un Diámetro Pequeño o Medio

use la Broca Tapcon codificado con colores. Las Brocas del Sistema Tapcon son fabricadas con tolerancias más estrictas que las brocas estándares de **ANSI para un rendimiento máximo de ancla.**



PERFORMANCE TABLES

BLUE, WHITE, AND STAINLESS

f' c = 3000 PSI (20.7 MPa) f' c = 4000 PSI (27.6 MPa) f' c = 5000 PSI (34.5 MPa) f' c = 2000 PSI (13.8 MPa) MIN. DEPTH OF ANCHOR DIA In.(mm) EMBEDMENT TENSION SHEAR TENSION SHEAR TENSION SHEAR TENSION SHEAR In.(mm) Lbs. (kN) 600 (2.7) 720 (3.2) 625 (2.8) 720 (3.2) 650 (2.9) 720 (3.2) 800 (3.6) 860 (3.8) 3/16 (4.8) 1 (25.4) 720 (3.2) 1,010 (4.5) 860 (3.8) 1-1/4 (31.8) 720 (3.2) 858 (3.8) 720 (3.2) 870 (3.9) 845 (3.7) 1,220 (4.8) 860 (3.8) 1-1/2 (38.1) 1,090 (4.8) 860 (3.8) 1,090 (4.8) 860 (3.8) 1,090 (4.8) 860 (3.8) 1-3/4 (44.5) 1,450 (6.5) 870 (3.9) 1455 (6.5) 870 (3.9) 1460 (6.5) 990 (4.4) 1,730 (7,7) 990 (4.4) 1/4 (6.4) 1(25.4) 750 (3.3) 900 (4.0) 775 (3.4) 900 (4.0) 800 (3.6) 1,360 (6.1) 950 (4.2) 1,440 (6.4) 1,515 (6.7) 1,360 (6.1) 1,440 (6,4) 1-1/4 (31.8) 1,050 (4.7) 900 (4.0) 1,160 (5.2) 900 (4.0) 1,270 (5.6) 1-1/2 (38.1) 1,200 (5.3) 1,600 (7.2) 1,200 (5.3) 1,820 (8.1) 1,380 (6.1) 2,170 (9.7) 1,670 (7.4) 1,380 (6.1) 1-3/4 (44.5) 2,020 (9.0) 1,670 (74) 2,200 (9.8) 1,670 (7.4) 2,380 (10.6) 1,670 (7.4) 2,770 (12.3) 1,670 (7.4)

ULTIMATE TENSION AND SHEAR VALUES (LBS/KN) IN CONCRETE

Safe working loads for single installation under static loading should not exceed 25% of the ultimate load capacity.

ULTIMATE TENSION AND SHEAR VALUES (LBS/KN) IN HOLLOW BLOCK

ANCHOR ANCHOR		LIGHTWEIG	HT BLOCK	MEDIUM WEIGHT BLOCK		
DIA EMBEDME	EMBEDMENT In.(mm)	TENSION Lbs. (kN)	SHEAR Lbs. (kN)	TENSION Lbs. (kN)	SHEAR Lbs. (kN)	
3/16 (4.8)	1 (25.4)	220 (1.0)	400 (1.8)	340 (1.5)	730 (3.2)	
1/4 (6.4)	1 (25.4)	250 (1.1)	620 (1.8)	500 (2.2)	1,000 (4.4)	

Safe working loads for single installation under static loading should not exceed 20% of the ultimate load capacity. NOTE: 3/16" Tapcon requires 5/32" bit, 1/4" Tapcon requires 3/16" bit.

ALLOWABLE EDGE AND SPACING DISTANCES

PARAMETER	PARAMETER ANCHOR	NORMAL WEIGHT CONCRETE			CONCRETE MASONRY UNITS (CMU)		
COROLLER	DIA. In.(mm)	FULL CAPACITY (Critical Distance (nches)	REDUCED CAPACITY (Minimal Distnce Inches)	LOAD REDUCTION FACTOR	FULL CAPACITY (Critical Distance Inches)	REDUCED CAPACITY (Minimal Distance inches)	LOAD REDUCTION FACTOR
Spacing Between	3/16	3	1-1/2	0.73	3	1-1/2	1.00
Anchors - Tension	1/4	4	2	0.66	4	2	0.84
Spacing Between	3/16	3	1-1/2	0.83	3	1-1/2	1.00
Anchors - Shear	1/4	4	2	0.82	4	2	0.81
Edge Distance -	3/16	1-7/8	1	0.83	3	2	0.91
Tension	1/4	2-1/2	1-1/4	0.82	4	2	0.81
Edge Distance -	3/16	2-1/4	1-1/8	0.70	3	2	0.93
Shear	1/4	3	1-1/2	0.59	4	2	0.80

For SI: 1 inch = 25.4 mm

JOB DONE RIGHT THE FIRST TIME, EVERY TIME









BASEBALL



FOUL POLES

Jaypro Sports offers a wide variety of Baseball and Softball Foul Pole sizes to fit most facilities needs

Professional - Foul poles designed to optimize air passage and engineered to withstand up to 130 mph winds!

Recommended for: Professional and Collegiate Programs

Collegiate - Baseball and Softball foul poles with a zinc undercoating and powder coat finish.

Recommended for: Collegiate and High School Programs

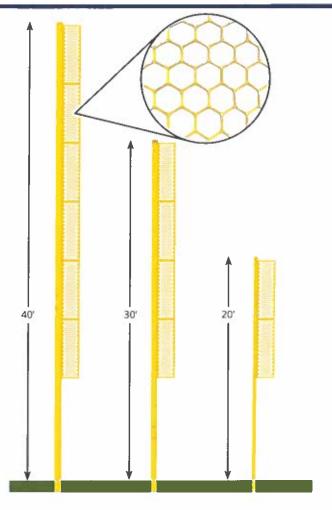
Installation options: Permanent/Semi-Permanent or Surface Mount



For more information, scan below or go to: www.Jaypro.com/Foul-Poles



JM00111 rev. 1 - 12/2021 T: 800-243-0533 orders@jaypro.com www.jaypro.com



20' PROFESSIONAL FOUL POLE

- Main upright is 3½" OD Sch 40 zinc coated steel (1 piece)
- (2) 5'H x 18"W x 2"D bolt-on wing panels made of 11 gauge perforated steel

Perm/Semi-Perm Surface Mount BBFP-20 (PAIR) BBFP-20SM (PAIR)

30' PROFESSIONAL FOUL POLE

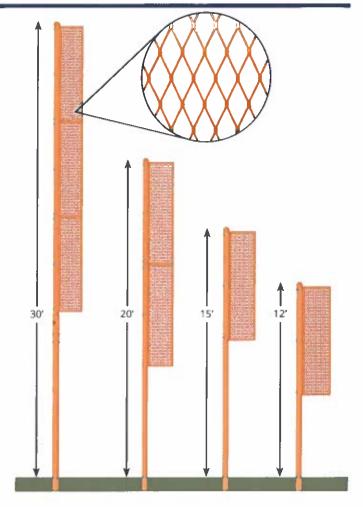
- Main upright is 5%6" OD Sch 40 zinc coated steel (2 piece)
- (4) 5'H x 18'W x 2"D bolt-on wing panels made of 11 gauge perforated steel

Perm/Semi-Perm Surface Mount BBFP-30 (PAIR) BBFP-30SM (PAIR)

40' PROFESSIONAL FOUL POLE

- Main upright is 6%" OD Sch 40 zinc coated steel (2 piece)
- (6) 5'H x 18"W x 2"D bolt-on wing panels made of 11 gauge perforated steel

Perm/Semi-Perm Surface Mount BBFP-40 (PAIR) BBFP-40SM (PAIR)



12' BASEBALL/SOFTBALL FOUL POLE

- 3½" heavy-duty steel tube pole (1 piece)
- (1) 6'H x 18"W bolt-on all steel expanded metal wing panel

Perm/Semi-Perm Surface Mount BBSBFP-12 (PAIR) BBSBFP-12SM (PAIR)

15' COLLEGIATE FOUL POLE

- 3½" heavy-duty steel tube pole (1 piece)
- (1) 6'H x 18"W bolt-on all steel expanded metal wing panel

Perm/Semi-Perm	BBSBFP-15 (PAIR)		
Surface Mount	BBSBFP-15SM (PAIR)		

20' COLLEGIATE FOUL POLE

- 3½" heavy-duty steel tube pole (1 piece)
 - (2) 6'H x 18"W bolt-on all steel expanded metal wing panels

Perm/Semi-Perm

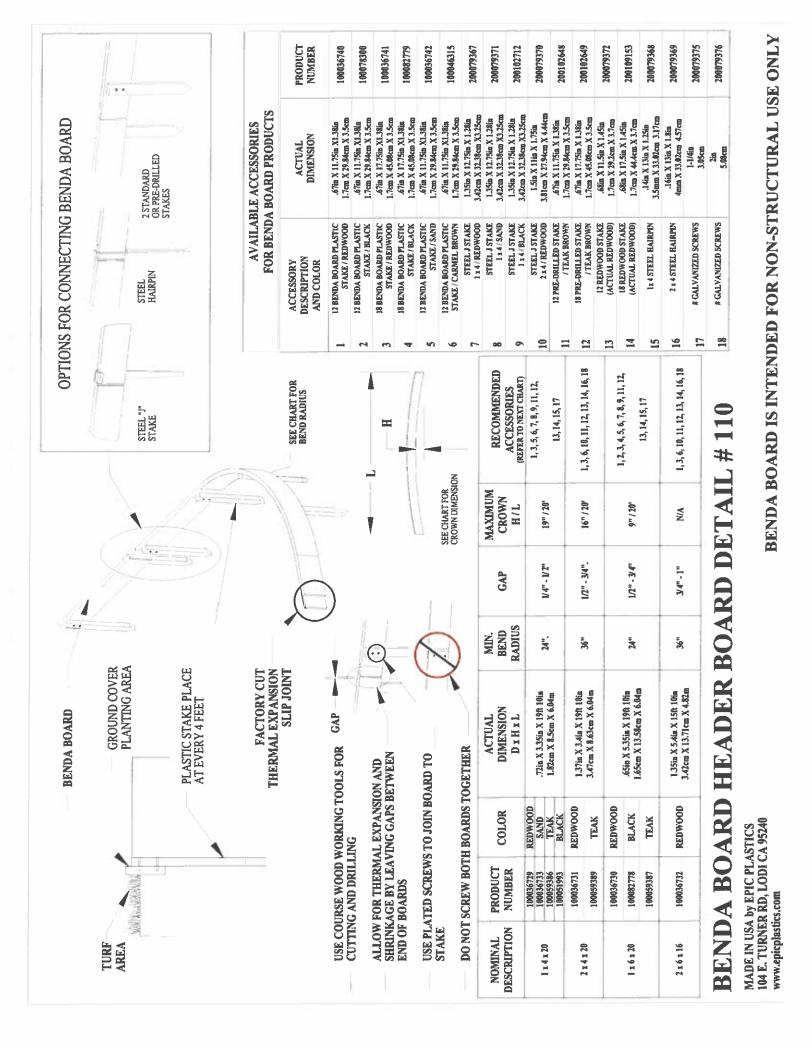
m BBCFP-20 (PAIR)

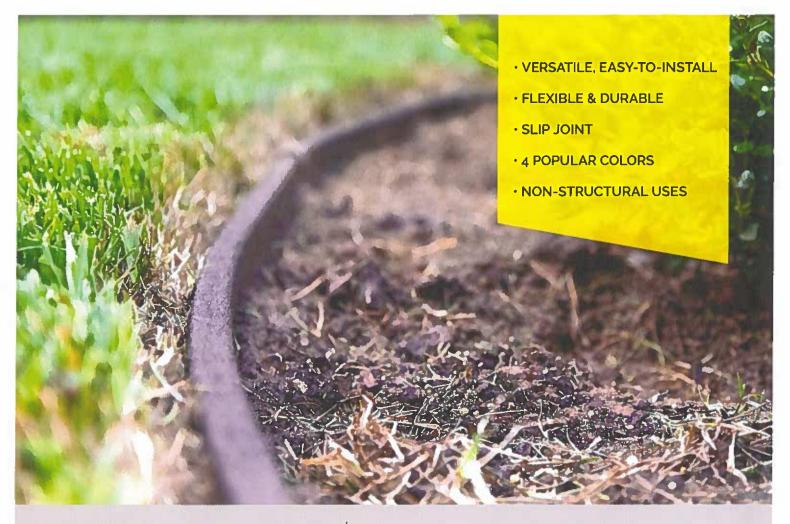
30' COLLEGIATE FOUL POLE

- 4½" heavy-duty steel tube pole (2 piece)
- (3) 6'H x 18"W bolt-on all steel expanded metal wing panels

Perm/Semi-Perm

BBCFP-30 (PAIR)





BENDA BOARD®

Create Organic Curves & Shapes

Epic Plastics' BENDA BOARD® is a durable and flexible edging solution, which is made from high-density polyethylene recycled plastic, and is ideal for creating organic curves and shapes in your landscaping.





PRODUCT SPECIFICATION

Product #	Product Color	Available Sizes	Min. Order
100036729	Redwood	1.82 cm x 8.5 cm x 6.04 m (.72 in x 3.35 in x 19 ft 10 in / 1x4x20)	120 pcs-2,400 ft/ lift
100036731	Redwood	3.47 cm x 8.63 x 6.04 m (1.37 in x 3.4 in x 19 ft 10 in / 2x4x20)	60 pcs-1,200 ft / lift
100036730	Redwood	1.65 cm x 13.58 cm x 6.04 m (.65 in x 5.35 in x 19 ft 10 in / 1X6X20)	80 pcs-1,600 ft / lift
100036732	Redwood	3.42 cm x 13.71 cm x 4.82 m (1 35 in x 5.4 in x 15 ft 10 in / 2X6X16)	40 pcs- 640 ft/ lift
100059386	Teak	1.82 cm x 8.5 cm x 6.04 m (.72 in x 3.35 in x 19 ft 10 in / 1x4x20)	100 pcs-2,000 ft/ lift
100059389	Teak	3.47 cm x 8.63 x 6.04 m (1.37 in x 3.4 in x 19 ft 10 in / 2x4x20)	50 pcs-1,000 ft / lift
100059387	Teak	1.65 cm x 13.58 cm x 6.04 m (.65 in x 5.35 in x 19 ft 10 in / 1X6X20)	100 pcs-2,000 ft/ lift
100036733	Sand	1.82 cm x 8.5 cm x 6.04 m (.72 in x 3.35 in x 19 ft 10 in / 1x4x20)	120 pcs-2,400 ft/ lift
100051993	Black	1.82 cm x 8.5 cm x 6.04 m (.72 in x 3.35 in x 19 ft 10 in / 1x4x20)	120 pcs-2,400 ft/ lift
100082778	Black	1.65 cm x 13.58 cm x 6.04 m (.65 in x 5.35 in x 19 ft 10 in / 1X6X20)	80 pcs-1,600 ft / lift

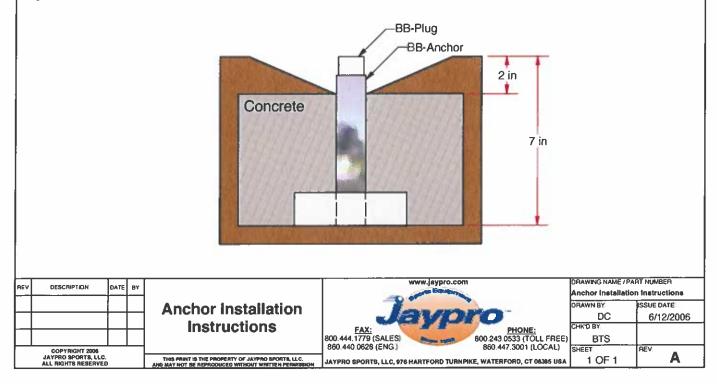


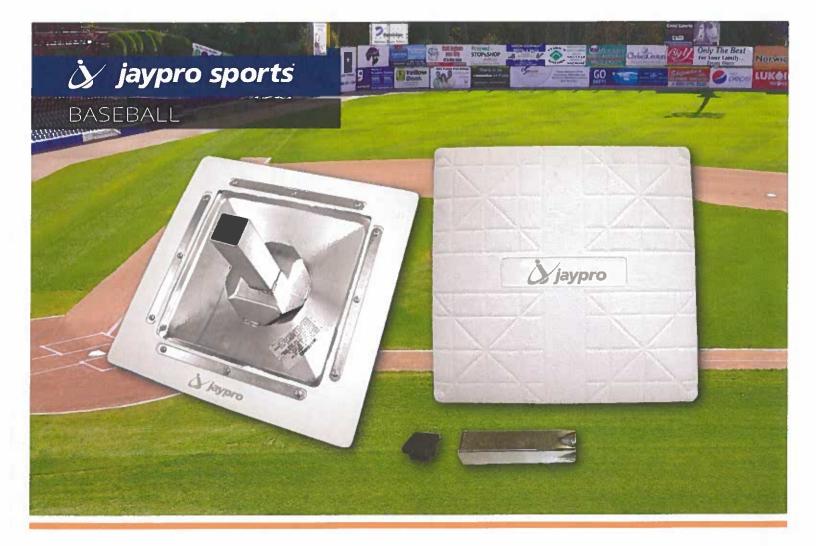
Anchor Installation Instructions

Models: BB-200, BB-400, BB-500, HP-200

- 1. Prepare a 10 inch square approximately 2-1/2 inches away from the base line by digging 7 inches deep.
- 2. Drive the 1-1/2 inch square wooden peg, 10" in length into the center of the hole. Do not set the wooden peg too firmly, in order to be able to remove it later. Make sure the sides of the peg are parallel to the base line and the top of the peg is perpindiculat to the ground level.
- 3. Place the ground anchor over the peg; flared end down. The bottom of the anchor should rest on the bottom of the hole. With a straight edge, check to insure that there is a distance of 1 inch from the top of the ground anchor to ground level.
- 4. In order to prevent concrete from blocking the lower end of the ground anchor tube or from holding in the peg, press a small amound of dirt around the bottom of the ground anchor.
- 5. Fill the hole with 5" of concrete. The upper end of the ground anchor should be 1 inch above the top of the concrete. Concrete should be completely hardened before removing the peg. Insert BB-Plug.
- 6. Fill hole with dirt on top of concrete, on an angle from the outer edge of the hole inward and downward to where the ground anchor tube and the concrete meet.

MAINTENANCE: Keep ground anchors covered with BB-Plugs when not in use to prevent dirt from getting into the anchor. Remove any dirt that might obstruct the base from entering the ground anchor.





PRO-STYLE HOLLYWOOD BASES

Used by the pros and ideal for advanced levels of play

Designed for rugged and extreme use on the field. Installation is easy with the included ground anchors and base plugs for when it's time for removal.

Recommended for: Professional, Collegiate and High School Programs

Features:

- 3 bases with a tapered lip that digs into the dirt
- 3 anchors and (3) 1½" solid rubber plugs included
- Base does not compress
- 15" x 15" x 3"

BB-500 (SET)



FLEX STYLE BASES

Ideal for recreational or competition levels of play.

- 3 bases are shock absorbing and compress on impact
- 3 anchors and (3) 1½" solid rubber plugs included
- 15" x 15" x 3"

BB-200 (SET)



FLEX STYLE DOUBLE FIRST BASE

- Double first base reduces collisions and compresses
 on impact
- 2 anchors and (2) 1½" solid rubber plugs included
- Orange and White
- 30" x 15" x 3"

BB-400 (EACH)



BREAKAWAY STYLE BASES

Fully compliant with Little League® Rule 1.06

- 3 guick release bases disengage upon impact
- 3 base covers, 3 anchors and 1½" solid rubber plugs included
- 15" x 15" x 3"

BB-700 (SET)

RECREATION DOUBLE FIRST BASE

- Foam-filled with nylon quilted cover
- Straps and 3 spikes included
- Orange and White
- 30" x 15" x 3"

BB-150 (EACH)



OFFICIAL SIZE ECONOMY BASES

- 3 foam-filled bases with heavy-duty quilted covers, straps and anchors
- Straps and 3 spikes included
- 15" x 15" x 3"

BB-100 (SET)

THROW DOWN BASES

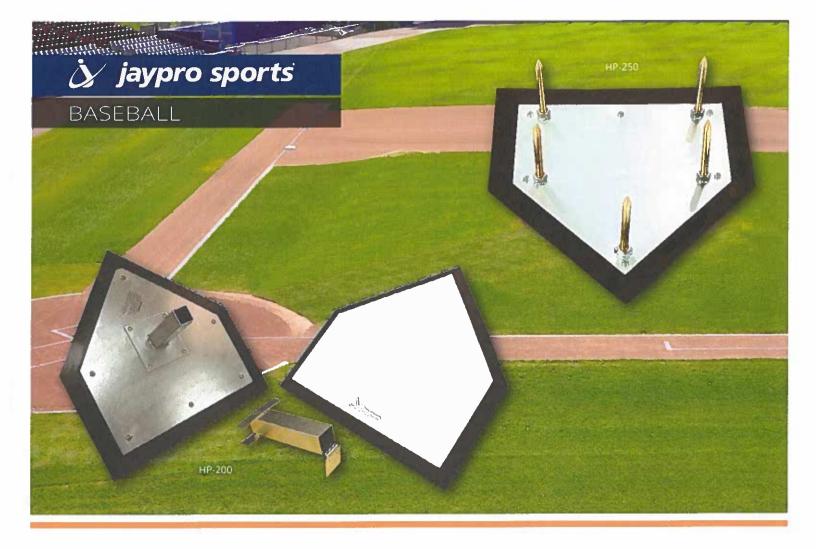
- Flexible and washable rubber bases for indoor/outdoor use
 3 bases, home plate and
- pitching rubber included

BB-50 (SET)

RUBBER THROW DOWN BASES

- Heavy-duty molded rubber with waffle bottom
- Bases are 13½" square and ½" thick
- Set of 3

BB-350 (EACH)



MAJOR LEAGUE HOME PLATE

Choose between two models for a Major League addition to your field

Designed for rugged and extreme use on the field. Features beveled edges that will not catch on runners or spikes.

Recommended for: Professional, Collegiate and High School Programs

Features:

- High durability, molded rubber construction with stanchion mounted steel plate
- 3 anchors and (3) 1½" solid rubber plugs or (5) zinc-plated spikes included
- Removes easily for maintenance and storage
- 20"L x 20"W x 4"H

Plate w/ 1½" Anchor HP-200 (EACH)

Plate w/ 5 Zinc-Plated Spikes HP-250 (EACH)

Jaypro Sports - Baseball Home Plates, continued





BURY-ALL HOME PLATE

- · Wood-filled design with no corners/edges to catch spikes
- No-skid waterproof surface
- 20"L x 20"W x 4"H

HP-150 (EACH)

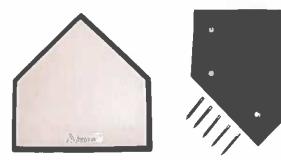




BURY-ALL HOME PLATE

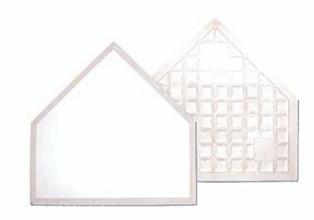
- Rubber design with no corners/edges to catch spikes
- No-skid waterproof surface
- 20"L x 20"W x 4"H

HP-100 (EACH)



ECONOMY HOME PLATE

- Durable molded rubber construction
- 5 removable spikes included



RUBBER THROW DOWN HOME PLATE

- · Heavy-duty molded rubber with waffle bottom
- 1⁄2" thick

HP-300 (EACH)



HOME PLATE EXTENSION

- Provides an extended strike zone
- More visible for umpires to make calls
- White molded vinyl composition
- 24" long

HPEXT (EACH)

HP-50 (EACH)



PROFESSIONAL PITCHING RUBBERS

Pitch with the most rugged four-sided pitching rubber available!

Designed to be buried into the mound and rotated periodically for extended life. Each time you rotate the unit, it's like you changed the rubber out for a new one.

Recommended for: Professional, Collegiate and High School Programs

Features:

- Durable molded rubber design
- Interior PVC tube increases longevity
- Fill with dirt or concrete for added stability
- Two sizes available

Major League - 6" x 24" PR-624 (EACH)

Little League - 4" x 18" PR-618 (EACH)

Jaypro Sports - Baseball Pitching Rubbers, continued

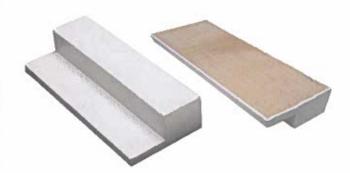


STEP DOWN PITCHING RUBBERS

- Heavy-duty all rubber design
- Step down style for better footing
- Reduces pitchers mound maintenance
- Available in two sizes

Official - 24" long PR-524 (EACH)

Youth - 18" long PR-518 (EACH)



STEP DOWN PITCHING RUBBERS

Official size pitching rubber provides the best footing and stability for practice and high level game play. The landing plate aids in reducing pitching mound maintenance.

- Heavy-duty wood-filled design
- Step down style for better footing
- Size: 12"W x 24"L

Official - 24" long PR-550 (EACH)



REMOVABLE PITCHING RUBBERS

Use on diamonds where various levels of play may require different pitching distances.

- Heavy molded rubber
- Steel ground anchors included
- Available in two sizes

Official - 24" long PR-424 (EACH)

Youth - 18" long PR-418 (EACH)



MOVABLE PITCHING RUBBER

Three metal spikes are included to hold it down securely and the rubber can easily be removed or replaced.

- Heavy molded rubber
- 3 removable metal spikes included

Official - 24" long PR-324 (EACH)

Youth - 18" long PR-318 (EACH)



Infill Product Group

Conforms to HCS 2012 - United States

SAFETY DATA SHEET Version 1.0

Revision Date: 09/29/2021

1. IDENTIFICATION Product Identifiers Product Name: Product Number: Trade Name: General Use: Chemical Family:	All Purpose Infill Wonderfill (Multiple Cołors, Mesh and Grit Sizes) Encapsulated Sand with ZOE Artificial Turf Infill VAE Coated & Treated Silicate Sand
Relevant Identified Uses Identified Uses:	All-Purpose Infill for Artificial Lawns, Playgrounds and Putting Greens
Supplier Details Company: Telephone: Email:	Western States Wholesale, Inc. 1420 S. Bon View Ave. Ontario, CA 91761 +1 (909) 947-0028 info@wswcorp.com
Emergency Telephone N Emergency Phone:	umber (800) 325-6851; Office Hours, 8AM-5PM US Pacific Time
2. HAZARDS IDENTIFICATIO Classification of the sub-	
Component Classifie	d – None
GHS Classification in	accordance with 29 CFR 1910 (OSHA HCS) - Not Classified
GHS Label elements, inc	luding precautionary statements
Pictogram	Not applicable
Signal word	No signal word
Hazard statement(s)	Not applicable
Precautionary stateme	nt(s) Not applicable
Hazards not otherwise cl	assified (HNOC) or not covered by GHS - none

3. COMPOSITION/INFORMATION ON INGREDIENTS

Substance/Mixture: Mixture

Other Means of Identification: Vinyl Coated Green and Black Sand

Ingredients

Chemical Name, Empirical Formula	CAS Number	EINECS Number	Percentage (%)
Crystalline Silica (SiO ₂ Non-Respirable)	14808-60-7	238-878-4	>99 wt

Vinyl Acetate Ethylene	24937-78-8	607-457-0	<0.5 wt
Carbon Black (C Non-Respirable)	1333-86-4	215-609-9	<0.2 wt

Hazardous Components

Per XRC(M) analysis, which combines the analytical capabilities of X-Ray Diffraction (X), Raman Spectroscopy (R) Computer Controlled Scanning Electron Microscopy/Energy Dispersive Spectroscopy (C) and Inductively Coupled Plasma/Atomic Emission Spectrophotometry (M) to conduct particle-by-particle inter-instrumental physicochemical/mineralogical analysis – any naturally occurring Respirable Crystalline Silica (RCS) and/or Carbon Black that may exist in these products are inextricably bound, environmentally unavailable and at de minimis concentrations. Thus, in their current and anticipated future physical state, these products are incapable of causing toxicologically relevant RCS or Carbon Black exposures under either normal conditions of use or extreme upset.

Additional Information

Per the scientific results of material characterization testing conducted on these earthen mixtures, there are no additional ingredients present at a significant level within these products and based on the best available information, any naturally occurring trace level impurities that might exist are not at concentration levels capable of triggering detection or classification and hence, are not reportable within this section. Therefore, any and all trace level components have been excluded from reporting and classification as either a health or environmental hazard.

4. FIRST AID MEASURES

Description of Necessary First Aid Measures

Eye Contact: In case of eye contact, flush eyes with water. If necessary, seek medical attention.

Inhalation: If adverse effects occur, remove to uncontaminated area. If not breathing, give artificial respiration or oxygen by qualified personnel. Seek immediate medical attention.

Skin Contact: Use good hygiene practices including washing of skin with soap and water. If irritation occurs, seek medical attention.

Ingestion: Not an anticipated route of exposure. If a large amount is swallowed, get medical attention.

Most Important Symptoms/Effects, Acute and Delayed

Potential Acute Health Effect	
Eye Contact	No known significant effects or critical hazards
Inhalation	No known significant effects or critical hazards
Skin Contact	No known significant effects or critical hazards
Ingestion	No known significant effects or critical hazards
Over-Exposure Signs/Sympt	oms
Eye Contact	No known significant effects or critical hazards
Inhalation	No known significant effects or critical hazards
Skin Contact	No known significant effects or critical hazards
Ingestion	No known significant effects or critical hazards

Indication of any Immediate Medical Attention and Special Treatment Needed Treat symptomatically. Seek medical care if large quantities have been ingested or inhaled.

5. FIREFIGHTING MEASURES

Suitable Extinguishing Media

Use an extinguishing agent suitable for the surrounding fire.

Unsuitable Extinguishing Media None Known

Special Hazards Arising from the Chemical No specific fire or explosion hazard

Hazardous Thermal Decomposition Products None Known

Special Protective Actions for Firefighters No special measures are required

Special Protective Equipment for Firefighters Fire-fighters should wear protective equipment appropriate to the fire hazard which exists.

6. ACCIDENTAL RELEASE MEASURES

Personal Precautions, Protective Equipment and Emergency Procedures

For Non-Emergency Personnel

Products are primarily naturally occurring earthen materials. No special precautions are known.

For Emergency Responders

Products are primarily naturally occurring earthen materials. No special precautions are known.

Environmental Precautions

Products are primarily naturally occurring earthen materials. No special precautions are known.

Methods and Material for Containment and Cleaning Up Handle wastes in accordance with local requirements.

7. HANDLING AND STORAGE

Precautions for Safe Handling

Wear personal protective equipment in accordance with those recommendations provided in Section 8. Use good hygiene practices and wash hands and face before eating, drinking or conducting personal hygiene. Reduce contamination from clothing and protective equipment before entering eating areas.

Conditions for Safe Storage, Including any Incompatibilities Store in accordance with local regulations.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

Occupational Exposure Limits (General Dusts):

OSHA (PEL):	15 mg/m3 (TWA, total particulates, not otherwise regulated)
	5 mg.m3 (TWA, respirable particulates, not otherwise regulated)
	40

ACGIH (TLV): 10 mg/m3 (TWA, inhalable particulates, not otherwise regulated) 3 mg/m3 (TWA, respirable particulates, not otherwise regulated)

Engineering Controls:

Observe occupational exposure limits and provide local ventilation as necessary to control dust inhalation.

Personal Protection:

Hygiene Measures: No specific recommendation made, but good hygiene practices are advised. Wash hands, forearms and face after handling products and prior to eating, smoking, and using the lavatory.

Eye/Face Protection: Wear eye protection where excessive eye contact may occur. Provide eyewash station.

Skin and Body Protection: Follow good Industrial Hygiene practices. Wash hands at the end of each work shift and before eating, smoking, and personal hygiene.

Respiratory Protection: No specific recommendations made, but respiratory protection must be used where general dust levels exceed occupational exposure limits. If desired, appropriate respiratory protection may be utilized in high dust conditions and affected work areas.

9. PHYSICAL AND CHEMICAL PROPERTIES

Physical state:	Granular (Round)
Color:	Green - Black
Upper/lower flammability/explosive limits:	Not Applicable
Odor:	None
Odor threshold:	Not Applicable
Vapor pressure:	Not Applicable
Vapor density:	Not Applicable
VOC Content:	None, As Produced
Viscosity:	Not Applicable
pH:	5.0 - 8.0
Specific Gravity:	2.5 – 2.8
Melting/Freezing point:	>160°F / Not Applicable
Solubility(ies)	Insoluble
Initial boiling point and boiling range:	Not Applicable
Partition coefficient: n-octanol/water:	Not Available

Flash point: Auto-ignition temperature: Evaporation rate Decomposition temperature: Flammability (solid, gas): Not Applicable Not Applicable Not Applicable Not Available Not Applicable

10. STABILITY AND REACTIVITY

Reactivity Stable under normal temperature conditions.

Chemical Stability

Stable under normal storage and handling conditions.

Possibility of Hazardous Reactions None known under normal conditions of storage and use.

Conditions to Avoid (e.g., static discharge, shock, or vibration) None known under normal conditions of storage and use.

Incompatible Materials

None known under normal conditions of storage and use.

Hazardous Decomposition Products None known under normal conditions of storage and use.

11. TOXICOLOGICAL INFORMATION

Information on Toxicological Effects

Acute Toxicity: This product is not classified.

Irritation/Corrosion: This product is not classified.

Sensitization: This product is not classified.

Mutagenicity: This product is not classified.

Carcinogenicity: This product is not classified

Reproductive Toxicity: This product is not classified.

Teratogenicity: This product is not classified.

Specific Target Organ Toxicity (Single Exposure): This product is not classified

Specific Target Organ Toxicity (Repeated Exposure): This product is not classified

Aspiration Hazard: This product is not classified.

Information on the Likely Routes of Exposure (Dermal Contact, Eye Contact, Inhalation, Ingestion)

Potential Acute Health Effects

Eye Contact: No known significant health effects or critical hazards.

Inhalation: No known significant health effects or critical hazards.

Skin Contact: No known significant health effects or critical hazards.

Ingestion: No known significant health effects or critical hazards,

Symptoms Related to the Physical, Chemical and Toxicological Characteristics

Eye Contact: No known significant health effects or critical hazards.

Inhalation: No known significant health effects or critical hazards.

Skin Contact: No known significant health effects or critical hazards.

Ingestion: No known significant health effects or critical hazards.

Delayed and Immediate Effects and Also Chronic Effects from Short and Long Term Exposure

Short Term Exposure

Potential Immediate Effects: No known significant health effects or critical hazards. Potential Delayed Effects: No known significant health effects or critical hazards.

Long Term Exposure

Potential Immediate Effects: No known significant effects or critical hazards. Potential Delayed Effects: No known significant effects or critical hazards.

Potential Chronic Health Effects

General: No known significant effects or critical hazards.

Carcinogenicity: No known significant effects or critical hazards.

Mutagenicity: No known significant effects or critical hazards.

Teratogenicity: No known significant effects or critical hazards.

Developmental Effects: No known significant effects or critical hazards.

Fertility Effects: No known significant effects or critical hazards.

Numerical Measures of Toxicity

Acute Toxicity Estimates: No data available for this product.

Toxicity: No data available for this product.

Persistence and Degradability: No data available for this product.

Bioaccumulative Potential: No data available for this product.

Mobility in Soil (Soil/Water Partition Coefficient): No data available for this product.

Other Adverse Effects: None known

12. ECOLOGICAL INFORMATION

Ecotoxicity

Not regarded as dangerous for the environment.

Acute Fish Toxicity Not considered toxic to fish.

Persistence and Degradability These products are not readily biodegradable.

Bioaccumulative Potential

These products are not bioaccumulating.

Mobility in Soil

Not relevant, due to the form of the products.

Other Adverse Effects

None. The primary components in this product represent naturally occurring earthen inert materials which do not constitute a known health hazard and are non-combustible.

13. DISPOSAL CONSIDERATIONS

Waste Treatment Methods

Dispose of waste and residues in accordance with local and national environmental requirements.

14. TRANSPORT INFORMATION

	DOT Classification	IMDG	IATA	
UN Number Not Regulated		Not Regulated	Not Regulated	
UN Proper Shipping Name		-		
Transport Hazard Class(es)				
Packing Group				
Environmental Hazards	No	No	No	

Transport in Bulk According to Annex II of MARPOL 73/78 and the IBC Code: Not applicable.

Special Precautions for User: Not applicable

15. REGULATORY INFORMATION US Federal Regulations

TSCA 8(a) PAIR Not determined

TSCA 8(a) CDR Exempt/Partial exemption Not determined

United States Inventory (TSCA 8b) All components are listed or exempted

Clean Air Act Section 112(b) Hazardous Air Pollutants (HAP's) Not listed

Clean Air Act Section 602 Class I Substances Not listed

Clean Air Act Section 602 Class II Substances Not listed

DEA List I Chemicals (Precursor Chemicals) Not Listed

DEA List II Chemicals (Essential Chemicals) Not Listed

SARA 302/304 - Composition/Information on Ingredients No products were found

SARA 313/304 RQ Not Applicable

SARA 311/312 - Classification Not applicable

SARA 313

Not applicable. This product does not contain chemicals subject to SARA Title III Section 313 Reporting requirements.

State Regulations

California Proposition 65 Components

This product does not contain chemicals known to the State of California to cause cancer, birth defects, or any other reproductive harm at levels above the "safe harbor" designation. Any naturally occurring trace component concentrations that may exist, including Respirable Crystalline Silica and/or Carbon Black, are so low that they are non-detectable utilizing established analytical techniques and incapable of creating significant exposures or risk of cancer, birth defects or reproductive harm.

Other State Right to Know Components

No investigation of State and Local requirements was performed. For details on these regulatory requirements, contact the appropriate agencies within your region.

16. OTHER INFORMATION

Procedures Used to Drive Classification

Classification	Justification
Not Classified	Toxicology Library and Available Databases

Further Information

License granted to make unlimited paper copies for internal use only. The above information is believed to be correct as of the date of preparation and does not purport to be all inclusive or account for naturally occurring variation in the composition of raw ores. It therefore, represents no guarantee of the properties associated with these products.

The information in this document should be used only as a guide in applying the appropriate safety precautions and professional consultation is advised. Should naturally occurring variation cause significant change in product composition, this information will undergo revision as appropriate. Western States Wholesale, Inc. and its affiliates shall not be held liable for any damage resulting from the end user's handling or contact with these products.

Document History

Version: 1.0

Revision Date: 09/29/2021

Mirafi



PROTECTION

Mirafi[®] N-Series Nonwoven Polypropylene Geotextiles

for Soil Separation and Drainage

TenCate develops and produces materials that function to increase performance, reduce costs and deliver measurable results by working with our customers to provide advanced solutions.

The Difference Mirafi® N-Series Nonwoven Geotextiles Make:

- . Construction, Mirafi® N-Series polypropylene nonwoven geotextiles easily conform to the ground or trench surface for trouble free installation.
- Strength, Mirafi® N-Series geotextiles withstand installation stresses with high puncture and tear resistance.
- Drainage. High permittivity properties provide high water flow rates while providing excellent soil retention.
- Environmental. Mirafi® N-Series geotextiles are chemically stable in a wide range of aggressive environments.
- Cost Effective. Mirafi® N-Series geo-. textiles provide economical solutions to many civil engineering applications including a cost effective alternative to graded aggregate filters

APPLICATIONS

Mirafi® N-Series nonwoven geotextiles are used in a wide variety of applications including soil separation and drainage applications. Lightweight nonwovens are predominantly used for subsurface drainage applications along highways, within embankments, under airfields, and athletic fields. For these drainage structures to be effective, they must have a properly designed protective filter.

Mirafi® N-Series nonwoven geotextiles eliminates the challenge of determining the aggregate gradation required to match soil conditions, finding a convenient and economical source of a specific aggregate, transporting and placing graded aggregate, and assuring that the constructed in place drainage system provides effective filter performance.

Heavyweight nonwovens are used in critical subsurface drainage systems, soil separation, permanent erosion control, and geomembrane liner protection within landfills. These geotextiles provide the required strength and abrasion resistance to withstand installation and application stresses to create an effective, long term drainage solution.



INSTALLATION GUIDELINES*

French and Trench Drains Geosynthetic Placement

Cut geosynthetic to proper width prior to placement. Width should be enough to conform to the trench perimeter with at least a 6in (15cm) top overlap. Place the geosynthetic roll over the trench, and unroll enough geosynthetic that the geosynthetic can be placed down into the trench. Anchor the edges of the geosynthetic with heavy objects to prevent the geosynthetic from falling into the trench. Where overlaps are necessary between rolls, allow for 3 ft (.9m) overlap from the upstream to the downstream roll.

* These quidelines serve as a general basis for installation. Detailed instructions are available from your TenCate representative.







Mirafi® N-Series Nonwoven Polypropylene Geotextiles

for Soil Separation and Drainage

MECHANICAL PROPERTIES	TEST Method	UNIT	140NL	140NC	140N	160N	170N	180N	1100N	1120N	1160N
Grab Tensile Strength:						MINIMUM	AVERAGE R	OLL VALUE			
Strength	ASTM D4632	lbs (N)	90 (401)	100 (445)	120 (534)	160 (712)	180 (801)	205 (912)	250 (1113)	300 (1335)	380 (1691)
Elongation	ASTM D4632	%	50	50	50	50	50	50	50	50	50
Trapezoid Tear Strength	ASTM D4533	lbs (N)	40 (178)	45 (200)	50 (223)	60 (267)	75 (334)	80 (356)	100 (445)	115 (512)	140 (623)
CBR Puncture Strength	ASTM D6241	lbs (N)	250 (1113)	250 (1113)	310 (1380)	410 (1825)	450 (2003)	500 (2224)	700 (3115)	800 (3560)	1025 (4561)
HYDRAULIC PROPERT	TIES										
						MAXIM	UM OPENIN	IG SIZE			
Apparent Opening Size	ASTM D4751	US Sieve (mm)	50 (0.30)	70 (0.212)	70 (0.212)	70 (0.212)	70 (0.212)	80 (0.18)	100 (0.15)	100 (0.15)	100 (0.15)
						MINI	NUM ROLL V	ALUE			
Permittivity	ASTM D4491	sec ¹	2.0	2.0	1.7	1.5	1.4	1.4	0.8	0.8	0.7
Flow Rate	ASTM D4491	gal/min/ft² (l/min/m²)	145 (5907)	140 (5704)	135 (5500)	110 (4481)	105 (4278)	95 (3870)	75 (3056)	65 (2648)	50 (2037)
						MINU	NUM TEST V	ALUE			
UV Resistance After 500 hrs.	ASTM D4355	% strength	70	70	70	70	70	70	70	70	70
PACKAGING		UNIT	140NL	140NC	140N	160N	170N	180N	1100N	1120N	1160N
Roll Width	_	ft (m)	12.5 (3.8) 15.0 (4.57)	12,5 (3.8) 15.0 (4.57)	12.5 (3.8) 15.0 (4.57)	12.5 (3.8) 15.0 (4.57)	12.5 (3.8) 15.0 (4.57)	12.5 (3.8) 15.0 (4.57)	15.0 (4.57)	15.0 (4.57)	15.0 (4.57)
Roll Length	_	ft (m)	360 (110)	360 (110)	360 (110)	300 (91.4) 360 (110)	300 (91.4) 360 (110)	360 (110) 300 (91.4)	300 (91.4)	300 (91.4)	150 (46)
Roll Area	_	yd² (m²)	500 (418) 600 (502)	500 (418)	500 (418)	250 (209)					
Based on Third Party Testing	Note: Values and	I methods could ch	ange without n	otice							

Mirafi® N-Series Woven Geotextiles



PDS.N0821

365 South Holland Drive Tel +1 706 693 2226 Pendergrass, GA 30567 www.tencategeo.us











SEPARATION FILTRATION

DRAINAGE

Mirafi[®] 140N

Mirafi[®] 140N is a needlepunched nonwoven geotextile composed of polypropylene fibers, which are formed into a stable network such that the fibers retain their relative position. Mirafi^{*} 140N is inert to biological degradation and resists naturally encountered chemicals, alkalis, and acids. Mirafi[®] 140N meets AASHTO M288 Class 3 for Elongation > 50%.

TenCate Geosynthetics Americas Laboratories are accredited by Geosynthetic Accreditation Institute - Laboratory Accreditation Program (GAI-LAP). NTPEP Listed

			MINIMUN	1 AVERAGE	
MECHANICAL PROPERTIES	TEST METHOD	UNIT	ROLL	VALUE	
		·	MD	CD	
Weight	ASTM D5261	oz/yd² (g/m²)	4.0	(136)	
Grab Tensile Strength	ASTM D4632	lbs (N)	120(534)	120 (534)	
Grab Tensile Elongation	ASTM D4632	%	50	50	
Trapezoid Tear Strength	ASTM D4533	lbs (N)	50 (223)	50 (223)	
CBR Puncture Strength	ASTM D6241	lbs (N)	310 (1380)	
			MAXIMUM	OPENING SIZE	
Apparent Opening Size (AOS)	ASTM D4751	U.S. Sieve (mm)	70 (0	.212)	
MECHANICAL PROPERTIES	TEST METHOD	UNIT	MINIMUM	ROLL VALUE	
Permittivity	ASTM D4491	sec-1	1.7		
Flow Rate	ASTM D4491	gal/min/ft² (l/min/m²)	135 (5500)		
			MINIMUM	TEST VALUE	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	7	0	
PHYSICAL PROPERTIES		UNIT	ROLL SIZE		
Roll Dimensions (width x length)		ft (m)	12.5 x 360 15 x		
			(3.8 x 110)	(4.5 x 110)	
Roll Area		yd2 (m2)	500 (418)	600 (502)	
Roll Weight		lbs (kg)	151 (69)	177 (80)	
Label Color					

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NTPE

ETQR 97

365 South Holland Drive Tel +1 706 693 2226 Pendergrass, GA 30567

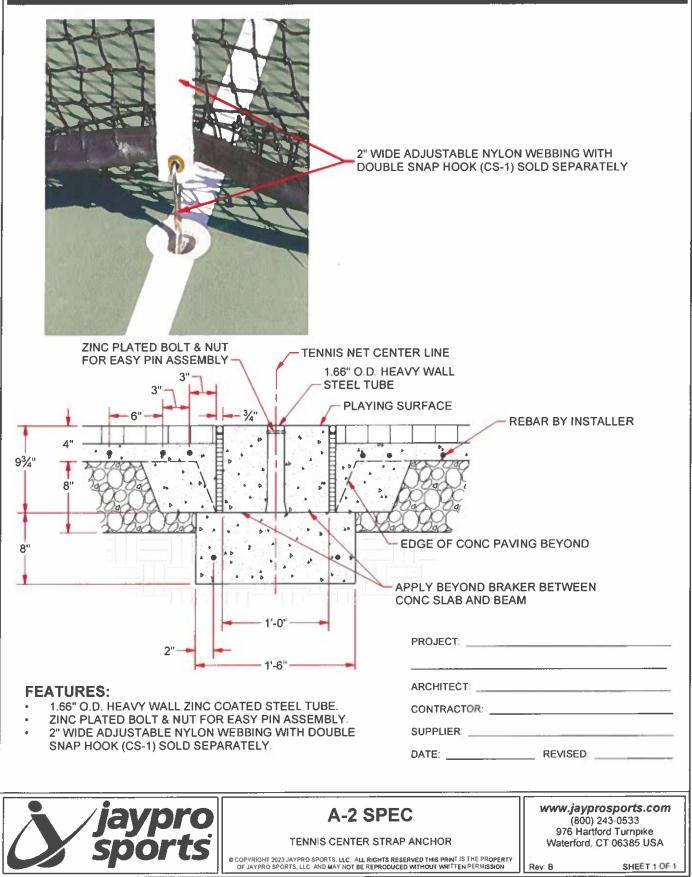
www.tencategeo.us

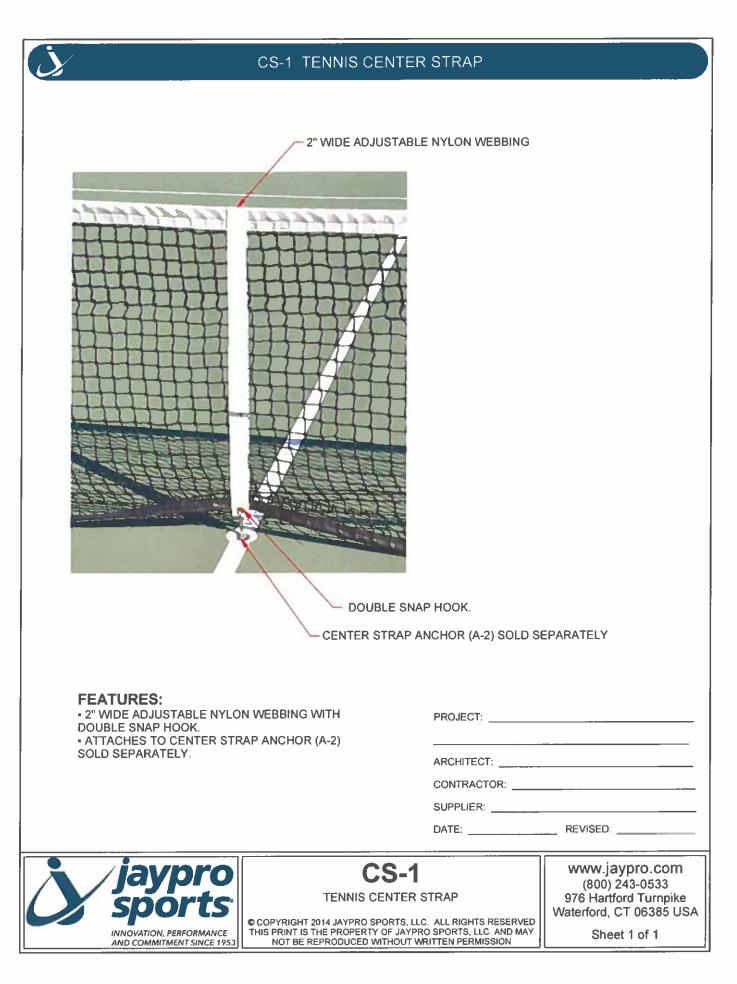




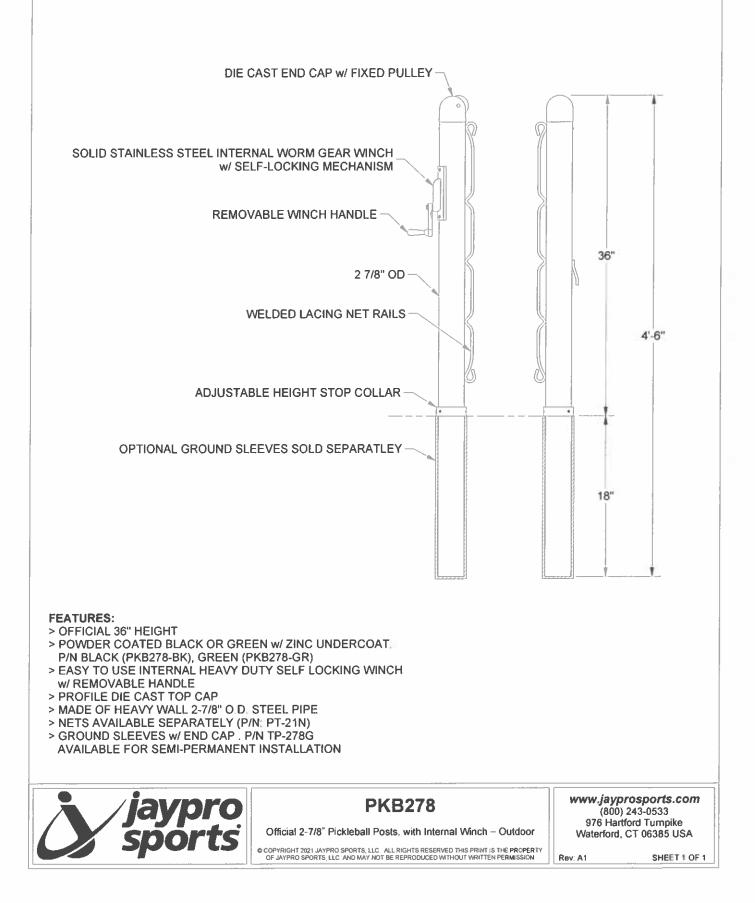


A-2 TENNIS CENTER STRAP ANCHOR

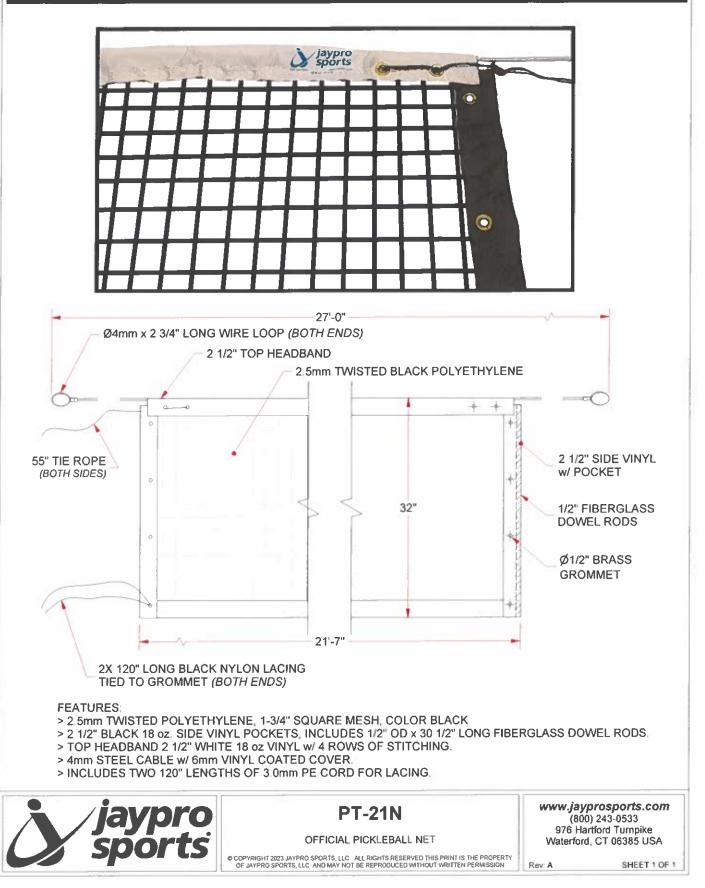




Official 2-7/8" Pickleball Posts, with Internal Winch – Outdoor



PT-21N OFFICIAL PICKLEBALL NET





Contractor: Genesis Floor Covering

Project: Ira Harbison ES 3235 E 8th St National City

Plant: Vulcan Materials / Chula Vista (SMARA# 91-31-0035)

Material: 3/4" Class II Permeable Base Product Code: 66000

This is to certify that Vulcan Materials Company, Western Division, **Chula Vista**, will supply 3/4" Class II Permeable Base to the above listed project and that this product will conform to Section 68- 2.02 F(3) of the 2018 State of California Standard Specifications **at the Vulcan production facility only**. Placement, compaction and permeability results are the responsibility of the contractor.

Sieve Size		Caltrans Section 68 - 2.02 F(3)	Percent Passing
25 mm	(1")	100	100
19 mm	(3/4")	90 - 100	99
12.5 mm	(1/2")		80
9.5 mm	(3/8")	40 - 100	53
4.75 mm	(No. 4)	25 - 40	34
2.36 mm	(No. 8)	18 - 33	26
1.18 mm	(No. 16)		19
600 um	(No. 30)	5 - 15	11
300 um	(No. 50)	0 - 7	6
150 um	(No. 100)		3
75 um	(No. 200)	0 - 3	1.7

	Result	Spec.
Sand Equivalent	78	75 min
Durability Index	79	40 min

Due to the natural segregation of aggregates that occurs during transportation, Vulcan will only guarantee the aggregate gradations at Vulcan's production facility not on the project site. Vulcan makes no representations or warranties as to whether this submittal complies with any project specifications or standards set forth in any contracts or design drawings, and is not responsible for obtaining any necessary approvals or certifications for use of these aggregates.

This submittal is valid for 90-days from date of submittal.

Respectfully, Vulcan Materials Company Technical Services Department Los Angeles Regional Laboratory (626) 856-6190

VULCAN HEREBY EXCLUDES ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE, AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, OF THE MATERIAL SOLD BY VULCAN TO BUYER HEREUNDER, OTHER THAN THE APPLICABLE EXPRESS WARRANTY STATED ABOVE.

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> Southern California Quality Control Department 16009 Foothill Boulevard • Irwindale, California 91706 Telephone (626) 856-6190 • Fax (626) 969-2918 Please Note: Not Valid if Altered



20623

March 21, 2023



DESCRIPTION

Ultrabond Turf Tape is a PET-based, spun-bonded, nonwoven fabric tape designed specifically to work with MAPEI turf adhesives for seaming synthetic turf. Ultrabond Turf Tape is waterproof and provides superior tensile strength and tear resistance, which is vital for installations of professional athletic playing fields. It is also perfectly suited as a seaming base for other synthetic turf applications, including installations of residential landscaping, playgrounds and golf courses.

FEATURES AND BENEFITS

- Superior tensile and shear strength
- Perfectly suited for use with MAPEI turf adhesives
- Meets FIFA standards

INDUSTRY STANDARDS AND APPROVALS

FIFA Joint Strength (EN 12228 and EN 13744): > 25N/100mm

WHERE TO USE

- Interior and exterior synthetic turf installations
- Professional and educational synthetic sports field arenas
- Commercial and residential landscaping applications of synthetic turf

LIMITATIONS

Install only in areas recommended by the turf manufacturer.

SUITABLE SUBSTRATES

 Properly prepared field base (per the turf manufacturer's specifications for compaction and drainage)

Underlayment mat (approved by the synthetic turf manufacturer)

SURFACE PREPARATION

- All substrates must be prepared in accordance with the synthetic playing surface manufacturer for the type of intended use and must comply with current regulations and industry standards.
- All substrates must be structurally sound, dry, solid and stable.
- Substrate should be clean and free of dust, dirt, oil, grease, paint, curing
 agents, concrete sealers, loosely bonded toppings, loose particles, old
 adhesive residues, and any other substance or condition that may prevent
 or reduce adhesion.
- All surfaces must be level, even, flat and smooth.

PRODUCT APPLICATION

- Synthetic turf must be unrolled and acclimated per the manufacturer's written instructions to allow reduction of internal tensions caused by packaging and transport.
- Place Ultrabond Turf Tape at the turf seam line directly on the properly prepared base.
- Select the proper MAPEI turf adhesive. Refer to the adhesive's Technical Data Sheet for complete installation instructions.
- Install turf in strict accordance with the turf manufacturer's written instructions.

Note: Weights may be required on lurf searns to ensure proper bonding and even thatch heights.

Product Performance Properties

Laboratory Tests	Results
Fabric type	PET
Color	White
Shelf life	2 years
Storage conditions	50°F to 90°F (10°C to 32°C)

Packaging

Size	
Roll: 12" x 330 ft. (30 cm x 101 m)	
Roll: 6" x 100 ft. (15 cm x 30,5 m)	
Roll: 60" x 100 ft. (150 cm x 30,5 m)	

Refer to the SDS for specific data related to health and safety as well as product handling.

LEGAL NOTICE

The contents of this Technical Data Sheet ("TDS") may be copied into another project-related document, but the resulting document shall not supplement or replace requirements per the TDS in effect at the time of the MAPEI product installation. For the most upto-date TDS and warranty information, please visit our website at

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WWW MAPPELCOM. ANY ALTERATIONS TO THE WORDING OR REQUIREMENTS CONTAINED IN OR DERIVED FROM THIS TOS SHALL VOID ALL RELATED MAPEI WARBANTIES.

Before using, the user must determine the suitability of our products for the intended use, and the user alone assumes all risks and liability. ANY CLAIM SHALL BE DEEMED WAIVED UNLESS MADE IN WRITING TO US WITHIN FIFTEEN (15) DAYS FROM DATE IT WAS. OR REASONABLY SHOULD HAVE BEEN. DISCOVERED.

We proudly support the following industry organizations:



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1-800-42-MAPEI (1-800-426-2734)

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Technical Guidelines Brock PowerBase YSR

Synthetic Base System for Synthetic Turf Fields

Materials, Installation, and Performance Guidelines for Synthetic (Drainage and Impact) Underlayment

Synthetic Base Material and Performance

Scope:

This document defines requirements for the installation and operating performance of an athletic field synthetic base underlayment material needed for a professional-grade synthetic turf field. Defined are the primary system requirements for insuring quality, environmental compatibility, optimum safety of the playing surface (impact attenuation/surface playability) and high capacity subsurface drainage of the installed playing field.

Specifications listed are defined per applicable ASTM standard test methods, or other national or internationally recognized testing standards. All other specifications and tolerances listed shall be defined under standard ANSI and/or ISO drawing and specification rules.

Note: This specification requires prior installation of stabilized subsurface base, including a perimeter foundation-grade concrete curb and high-capacity trenched storm drain system.

Part 1: Specification References

1.1 Related Specification Sections

Section 02319: Sub-Grade Foundation and Drainage Section 02792: Synthetic Turf System

Part 2: Testing References

2.1 American Society for Testing and Materials (ASTM), International Standards Organization (ISO), European Committee for Standardization (EN), German Institute for Standardization (DIN), Cradle to Cradle Products Innovation Institute (C2CPII), Environmental Protection Agency (EPA):

ASTM D3574-08 Test E	Standard Specification for Flexible Materials - Tensile Strength, Tensile Elongation
ASTM D3575-08, Test D	Flexible cellular polymeric materials - Determination of Compression Strength
ASTM D696	Determination of Coefficient of Linear Thermal Expansion
ISO 62:2008 DIN 53 428	Standard Test Method for Water Absorption of Plastics
ASTM 1551: DIN 18-035, Part 6	Water Permeability of Synthetic Turf Systems and Permeable Bases
ASTM D4716-14	Standard Test Method for Determining the (In-plane) Flow Rate per Unit Width and Hydraulic Transmissivity of a Geosynthetic Using a Constant Head – TRI procedure using characteristic flow equation.

ASTM F355-16 Missile E	Standard Test Method for Impact Attenuation of Turf Playing Surface Systems, Other Protective Sport Systems, and Materials Used for Athletics, Recreation and Play	
ASTM F3146-18	Standard Test Method for Impact Attenuation of Turf Playing Surface Systems Designated for Rugby	
ASTM F355-16 Missile A	Standard Test Method for Impact Attenuation of Playing Surface Systems, Other Protective Sport Systems, and Materials Used for Athletics, Recreation and Play	
ASTM F3189-17	Standard Method for Measuring Force Reduction, Vertical Deformation, Energy Restitution of Synthetic Turf Systems Using the Advanced Artificial Athlete	
EN 14808:2005	Surfaces for Sports Areas. Determination of Shock Absorption	
EN 14809:2005	Surfaces for Sports Areas. Determination of Vertical Deformation	
ASTM F1936-10	Standard Specification for Impact Attenuation of Turf Playing Systems as Measured in the Field	
ASTM F925	Test Method for Resistance to Chemicals of Resilient Flooring	
EN 14030:2010 ISO 12960:1998	Resistance to Acid and Alkaline Liquids	
ISO 13438:2004	Resistance to Oxidation (Accelerating Aging)	
ASTM G22-76	Determining the Resistance of Plastics to Bacteria	
ASTM G21-96	Determining Resistance of Synthetic Materials to Fungi	
ISO 14001:2004	Environmental Management Systems	
ISO 9001:2008	Quality Management Systems	
C2CPII	Cradle to Cradle	
EPA 6010B 7470A, 7471A	Heavy Metals, Mercury	
EPA 8260B	Volatile Organics	
EPA 8270C	Semi-Volatile Organics	

Part 3: Synthetic Turf Underlayment Description

- 3.1 <u>General Requirements for Underlayment System</u> An impact energy absorbing sub-base drainage system designed specifically for use with synthetic turf is required. The specified material must have physical, drainage and performance properties that meet the following requirements:
 - 3.1.1 Minimum material nominal thickness 25mm material thickness must be within ± 1.5mm
 - 3.1.2 Tensile Strength >80 psi (ASTM D3574-08 Test E)
 - 3.1.3 Tensile Elongation >30% (ASTM D3574-08 Test E)
 - 3.1.4 Compression Strength >20psi @ 25% strain (ASTM 3575-08 Test D)
 - 3.1.5 Linear Thermal Expansion < 0.10 mm /m /° C (ASTM D696)
 - 3.1.6 Water Absorption ≤1% after 24 hrs (ISO 62:2008 / DIN 52 438)
 - 3.1.7 Water Permeability >500"/hr (ASTM 1551 DIN 18-035, Part 6)
 - 3.1.8 Lateral Transmissivity at 0.005 gradient ≥ 0.50 gpm/ft (ASTM D4716 TRI Environmental method using characteristic flow equation)
 - 3.1.9 Head Injury Criterion <1000 from a 1.2m drop height and <700 from a 1.0m drop height (ASTM F3146-18, Procedure A)
 - 3.1.10 Gmax <90 G's (ASTM 355-16, missile A)
 - 3.1.11 Shock Absorption >60% (ASTM F3189-17 / EN 14808:2005)
 - 3.1.12 Vertical Deformation <7.0mm (EN 14809:2005)
 - 3.1.13 Resistance to Chemicals \leq 2 (ASTM F925)
 - 3.1.14 Resistance to Acid and Alkaline Liquids 0% tensile strength loss after 100year model (EN 14030:2010 / ISO 12960:1998)
 - 3.1.15 Resistance to Accelerated Aging (Oxidation) <10% tensile strength loss after 100-year model of 56 days at 110°C (ISO 13438:2004)
 - 3.1.16 Resistance to Bacteria no growth (ASTM G22)
 - 3.1.17 Resistance to Fungi no growth (ASTM G21)

Impact Safety Requirements for installed Surface System of Infilled Synthetic Turf and Underlayment:

- 3.1.18 Surface system must provide average HIC <700 from a 1.3m drop height upon initial testing of installed field. (ASTM F3146-18, Procedure A)
- 3.1.19 Surface system must provide maximum average Gmax of <100 g upon initial testing of installed field (ASTM F1936-10)
- 3.1.20 Surface system must provide maximum average Gmax of field of 120 g during warranty period of artificial turf. (ASTM F1936-10)

Part 4: Quality Assurance, Guarantees and Insurance

- 4.1 Product must be made in ISO accredited facility in the United States of America according to the Federal Trade Commission Made in USA Standard.
- 4.2 Material must be manufactured in an ISO 9000:2008 certified facility.
- 4.3 Product must be of a homogenous material composition, with a documented chain of custody of all raw materials. Variable content material will not be accepted.
- 4.4 Manufacturer must provide documentation of material content and pre-approved standard OSHA MSDS sheet.
- 4.5 Manufacturer must demonstrate successful athletic field installation in the United States of at least 40 million square feet (approx. 500 fields) over a minimum period of 10 years.
- 4.6 Material must be covered by a pre-approved and binding 25-year limited product and performance warranty issue by a company in the United States of America. Warranty shall include the provision that manufacturer will deliver to the Owner and install new panels to replace the non-conforming panels. The installation shall include the temporary removal and repair or replacement of the artificial turf and infill over the affected area.
- 4.7 Warranty must specify static and dynamic load limits in pounds and pounds per square inch. Warranty must not specify monetary limits of liability. Warranty must allow owner a notice period of at least 30 days for non-compliance claims.
- 4.8 Warranty must include guarantee for surface system HIC <700 from a 1.3m drop height according to ASTM F3148-18 upon initial testing of installed field.
- 4.9 Warranty must include guarantee for surface system Gmax <120 g according to ASTM F1936-10 for warranty period of artificial turf.
- 4.10 System seams should be mechanically locked into place by hand without cutting, splicing, use of additional materials, glue, fasteners, or secondary processes and equipment.
- 4.11 Material must be installed according to manufacturer's instructions, without exceptions.
- 4.12 Manufacturer must provide written procedures to selected turf supplier or contractor for the installation of turf on top of underlayment.
- 4.13 Product is to be shipped as flat panels on pre-packaged pallets.
- 4.14 Prior to installation, manufacturer must provide an endorsed certificate as proof of at least \$1,000,000 product liability insurance stipulated in the United States of America with field owner named as the certificate holder. The insurance certificate must specify the name and address of the field facility at which the specified product will be installed.

Part 5: Environmental Compatibility

- 5.1 Material must be manufactured in an ISO 14001:2004 certified facility.
- 5.2 Product must be Cradle to Cradle[™] Certified by the Cradle to Cradle Products Innovation Institute.
- 5.3 Product must not contain concentrations of metals, volatile organic compounds (VOCs), or semi-volatile organic compounds (SVOCs) at concentrations greater than EPA Regional Screening Levels or Department of Toxic Substances Control Human Health Risk Assessment (HHRA) Note 3 thresholds. (EPA 60108, EPA 7470A EPA 7471A, EPA 8260B, EPA 8270C).
- 5.4 Product must not contain leachable concentrations of metals, VOCs, or SVOCs (using the synthetic precipitation leaching procedure) greater than maximum contaminant levels (MCLs) or Regional Water Quality Control Board Environmental Screening Levels for groundwater and surface water fresh water aquatic habitat. (EPA 60108, EPA 7470A EPA 7471A, EPA 8260B, EPA 8270C).
- 5.5 Manufacturer must provide a product lifetime recycle / reuse program within the United States of America. Down-cycling and/or energy production not acceptable.

Additional Requirements for California:

- 5.6 Product must not contain a chemical on the current California Proposition 65 Safe Drinking Water and Toxic Enforcement Act of 1986 - Update effective 06 JUNE 2014
- 5.7 Product must not contain concentrations of substances at hazardous waste levels per California Code of Regulations, Title 22, Division 4.5, Chapter 11 Identification and Listing of Hazardous Waste.

Part 6: Submittals

- 6.1 General: Bidding contractor must identify performance base system with bid package. If a non-specified product is identified, the proposed alternate product must be submitted and pre-approved by the design architect/engineer 10 days prior to the bid opening. If bidding contractor does not identify a manufacturer, the Township/School District will assume that the specified product is included in the bid package and will not consider substitutions.
- 6.2 Product Data: Submit 8" x 12" product sample and typical properties sheet.
- 6.3 Shop Drawings: Submit cross-sectional view showing product installation in relation to sub-base and synthetic turf (including edge attachment).
- 6.4 Test Data: Submit all applicable test data for compliance to specifications. All testing to be performed following applicable ASTM or other internationally recognized standards and procedures.

- 6.5 Installation: Submit copy of product installation instructions. Submit copy installation recommendations.
- 6.6 Warranty: Submit copy of product 25 -Year warranty coverage as specified in 4.6 4.8.
- 6.7 Insurance: Submit copy of endorsed insurance certificate as specified in 4.13.

Part 7: Products

- 7.1 Description: Resilient Molded Expanded Polypropylene Base System
- 7.2 Product: Brock PowerBase YSR or pre-approved equal
- 7.3 Contact Information: Brock USA LLC
 3090 Sterling Circle
 Boulder, CO 80301
 Telephone: (303) 544-5800 Fax: 866-850-9421
 www.brockusa.com
- 7.4 Manufacturing/Ordering Information: Brock USA LLC
 3090 Sterling Circle
 Boulder, CO 80301
 Telephone: (303) 544-5800
 Fax: 866-850-9421
- 7.5 Product format: Interlocking panels
 Size: approximately 73.5 x 49.0 inches (1867 x 1245 mm) overall dimensions
 Area: Net coverage per panel 24.15 ft² (2.24 m²)
 Thickness: 1.00" (25.4mm) ± .08"
 Panel Weight: approximately 5.2 lbs / panel

Part 8: Product Substitutions

8.1 Product substitutions are allowed only in accordance with pre-bid substitution request procedures outlined in the contract documents. No substitutions will be allowed after the bid date. Bidding contractor must identify performance base system with bid package. If a non-specified product is identified, the proposed alternate product must be submitted and pre-approved by the design architect/engineer 10 days prior to the bid opening. If bidding contractor does not identify a manufacturer, the Township/School District will assume that the specified product is included in the bid package and will not consider substitutions.

Part 9: Installation

9.1 Per manufacturer's recommendation - obtain written installation instructions and procedures from the manufacturer.

Part 10: Surplus Material

10.1 Surplus materials to be determined by the Owner prior to order and delivery of product to the installation site. Surplus quantities to be identified in writing by the General Contractor at the time of order placement.

Part 11: Project Completion

- 11.1 Upon completion of installation, a walk-through will be conducted to inspect the quality of work and ensure all details meet specifications.
- 11.2 A punch list of unacceptable or incomplete items will be documented and agreed upon for completion prior to final project closeout and acceptance.

Part 12: Approvals

- 12.1 Finished synthetic base installation workmanship must be approved in advance by the turf manufacturer. Approvals to be based on a physical inspection performed at the site prior to installation of any synthetic turf material.
- 12.2 Any approvals sought after turf installation will be declined. Any associated repair or replacement costs associated with rework of the synthetic base will be the responsibility of the turf supplier/installer.

END OF SECTION



Typical Properties & Specification

Product Number	PBYSR
Material Type	Expanded Polypropylene
Part Format	Interlocking panel
Part Size, nominal net coverage	24.15 sq ft per panel (2.24 sq m)
Part Thickness, nominal	1.00 in (25 mm)
Part Length, nominal	73.5 in (1867 mm)
Part Width, nominal	49.0 in (1245 mm)
Part Weight, nominal	5.2 lbs per panel (2.36 kg)

Property (Shock Pad Only)	Typical Value - Nominal Density	Spe	cification
Tensile Strength 1	92 psi	> 80 psi	ASTM D3574-08 Test E
Tensile Elongation 1	41%	> 30%	ASTM D3574-08 Test E
Compression Strength * @ 25% strain @ 50% strain	26 psi 38 psi	> 20 psi > 30 psi	ASTM 3575-08 Test D
Compression Set 35 psi for 30 minutes – Set after 24 hrs	7 2%	< 10%	Brock Test Method
Coefficient of Linear Thermal Expansion 4 per 18 C change	0.083 m/m	< 0.10 mm/m	ASTM D696
Thermal Conductivity (Lambda Value) 5	0.0377 W/mK	Information Only	EN 12667:2001 / ISO 7345
Thermal Resistance (R Value)	0.64 Km₹AW	Information Only	EN 12667:2001 / ISO 7345
Water Absorption * After 24 hrs immersion	~ 1%	≤ 1%	DIN 534 28
Water Permeability 7	720 in / hr	> 500 in / hr	ASTM 1551 Suffix-DIN 18-035, Part 6
* Lateral Transmissivity Flow Rate @ 005 Gradient Flow Rate @ 0075 Gradient Flow Rate @ 01 Gradient	0.57 gpm/ti 0.74 gpm/ti 0.90 gpm/ti	0.50 gpm/tt -	ASTM D4716-14
Head Injury Criterion 1,000 - Critical Fall Height 9	1.2 m	1.2 m	ASTM F3146-18, Procedure A
Gmax ^e	79 g	< 90 g	ASTM F355-16 Missile A
Shock Absorption *	70%	> 60%	ASTM F3189-17
Vertical Deformation ⁹	9.7mm	< 10mm	ASTM F3189-17 Advanced Artificial Athlete
Vertical Deformation ⁹	6.9mm	< 7mm	EN 14809:2005 Artificial Athlete
Resistance to Chemicals 19	1/2	s 2	JSP Method based on ASTM F925
Resistance to Acid and Alkaline Liquids 11 % tensile strength loss - 100yr model	0% after 12 days	0% after 12 days	EN 14030:2010 ISO 12960 1998
Resistance to Oxidation (Accelerated Aging) 12 % tensile strength loss - 100yr model	6% after 56 days @ 110°C	6% alter 56 days @ 110°C	EN ISO 13438:2004
Microbiological Analysis bacteria resistance ¹³ lungi resistance ¹⁴	No growth No growth	No growth No growth	ASTM G22-76 ASTM G21-96
Environmental Standards Testing Cradle to Cradle ¹⁵ Heavy Metals ^{16†} 17	Certified Compliant to EPA human health	Certified Compliant to EPA human health	Cradle to Cradle Products Innovation Institute
VOC's 18/17 SVOC's 18/17	standards, surface water quality, groundwater quality	standards, surface water quality, groundwater quality	EPA 6010B, 7470A, 7471A EPA 8260B EPA 8270C
California Title 22 17	Compliant	Compliant	California Code of Regulations, Title 22, Division 4.5, Chapter 11
California Proposition 65 18	Centilied	Cenneo	California Proposition 6/614

DATA ARE TYPICAL PROPERTIES ONLY. THIS DOCUMENT DOES NOT CREATE ANY WARRANTY, EXPRESS OR IMPLIED

The Brock PowerBase product group includes PowerBase PRO, PowerBase YSR, Performance Base F24, Performance Base F20

* Note that ASTM D4716 flow rate and hydraulic transmissivity values are not an indication of overall athletic field drainage performance.

¹⁴⁸ Test reports available upon request

OUTDOOR TURF SERIES

& Summit Turf



Pet Friendly Landscape Turf

Summit Turf is a 60oz per square yard product designed specifically for landscape applications with specific considerations for pets. It is constructed with a field/apple PE monofilament face yarn, and field green/jute thatch. Summit is tufted on a 3/8" gauge at 1 1/8" pile height. Two poly backs and a 20oz polyurethane coating with perforations is standard.

OUTDOOR TURF SERIES



Showroom

Warehouse

Connect

1215 N. Red Gum Street, Suite B Anaheim, CA 92806 15171 Del Amo Avenue, Ste 8 Tustin, CA 92780 catalinaproducts.international info@catalinaproducts.international 714.716.1667

SUMMIT TURF



TURF SPECIFICATIONS

Yarn #1 Type	Mattex Omega Monofilament
Color Name	Field Green/Apple
Total Denier	10,800(1800/6)
Thickness/Form	Approx. 360 micron.
Description	Proprietary PE Formulation for Superior Wear Resistance
Yarn #2 Type	Texturized Thatch
Color Name	Field Green/Jute
Total Denier	5000
Description	Texturized Monofiliment PE Thatch
Total Yarn Face Weight	60 Oz. / SqYd
Primary Backing #1	Tencate K29, consisting of two warp knitted primaries woven into one
Primary Backing Weight	7 Oz. / SqYd
Secondary Coating	20 Oz. Urethane / SqYd
Total Product Weight	87 Oz. / SqYd

TUFTING SPECIFICATIONS

	Pile Height	1 1/8" tufted, approx. 1" finished
	Stitch Rate	AS REQUIRED
	Tufting Gauge	3/8″
	Roll Widths	15′
[Drainage Perforations	STANDARD 3"x4" pattern

TENCATE BACKING SPECIFICATIONS

Unit	Typical Value	Minimum	Maximum
g/m²	250,0	236,5	263,5
threads/10 cm	118	117	119
threads/10 cm	71	70	72
threads/10 cm	118	117	119
threads/10 cm	43	42	44
N/5 cm	1900	1650	
N/5 cm	2850	2450	
%	20,0	15,0	25,0
%	20,0	15,0	25,0
%	4,8		5,5
%	2,0		2,5
	g/m ² threads/10 cm threads/10 cm threads/10 cm N/5 cm N/5 cm % %	g/m² 250,0 threads/10 cm 118 threads/10 cm 71 threads/10 cm 118 threads/10 cm 118 threads/10 cm 43 N/5 cm 1900 N/5 cm 2850 % 20,0 % 4,8	g/m²250,0236,5threads/10 cm118117threads/10 cm7170threads/10 cm118117threads/10 cm4342N/5 cm19001650N/5 cm28502450%20,015,0%4,815,0

GENERAL INFORMATION

For Pricing, Samples, Warranties and Installation Guides, please contact us at contact@catalinaproducts.international or call 714-716-1667.

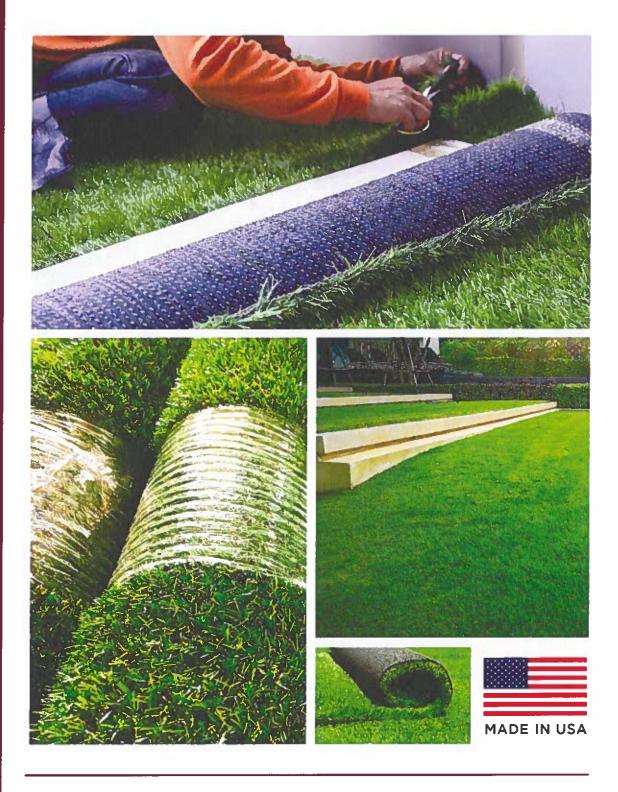




Commercial and Residential Landscape Turf

Our Vista Turf is specifically engineered with a W-shape cross section to help withstand matting, crushing and wear. The natural W-shape allows the fibers to stand straight up as soon as it is unrolled. This yarn shape is extremely popular in Europe and CPI is one of the first to use it in the US market. Vista Turf is tufted on a 1/2" gauge, with 2 poly backs and 20oz per square yard polyurethane coating. This product is offered in the field/olive color combination with jute thatch.

OUTDOOR TURF SERIE



Showroom

Warehouse

Connect

1215 N. Red Gum Street, Suite B Anaheim, CA 92806 15171 Del Amo Avenue, Ste 8 Tustin, CA 92780 catalinaproducts.international info@catalinaproducts.international 714.716.1667

VISTA TURF



TURF SPECIFICATIONS

Yarn #1 Type	Mattex W-shape Monofilament
Color Name	Field Green/Olive
Total Denier	10,800(1800/6)
Form	Wave shape Cross Section
Description	Proprietary PE Formulation for Superior Wear Resistance
Yarn #2 Type	Texturized Thatch
Color Name	Field Green/Jute
Total Denier	5000
Description	Texturized Monofiliment PE Thatch
Total Yarn Face Weight	62 Oz. / SqYd
Primary Backing #1	Tencate K29, consisting of two warp knitted primaries woven together
Primary Backing Weight	7 Oz. / SqYd
Secondary Coating	20 Oz. Urethane / SqYd
Total Product Weight	89 Oz. / SqYd

TUFTING SPECIFICATIONS

Pile Height	1 5/8" tufted, approx. 1 1/2" finished
Stitch Rate	AS REQUIRED
Tufting Gauge	1/2"
Roll Widths	15'
Drainage Perforations	STANDARD 3"x4" pattern

TENCATE BACKING SPECIFICATIONS

Unit	Typical Value	Minimum	Maximum
g/m²	250,0	236,5	263,5
threads/10 cm	118	117	119
threads/10 cm	71	70	72
threads/10 cm	118	117	119
threads/10 cm	43	42	44
N/5 cm	1900	1650	
N/5 cm	2850	2450	
%	20,0	15,0	25,0
%	20,0	15,0	25,0
%	4,8		5,5
%	2,0		2,5
	g/m ² threads/10 cm threads/10 cm threads/10 cm threads/10 cm N/5 cm N/5 cm % %	g/m²250,0threads/10 cm118threads/10 cm71threads/10 cm118threads/10 cm43N/5 cm1900N/5 cm2850%20,0%4,8	g/m²250,0236,5threads/10 cm118117threads/10 cm7170threads/10 cm118117threads/10 cm4342N/5 cm19001650N/5 cm28502450%20,015,0%4,815,0

GENERAL INFORMATION

For Pricing, Samples, Warranties and Installation Guides, please contact us at contact@catalinaproducts.international or call 714-716-1667.

TOCOOL. PARKS, RECREATION, & LANDSCAPE SAND

COOLS OFF HOT TURF

A patented infill technology that drastically reduces the surface temperature of artificial grass playgrounds through the natural process of evaporative cooling.

HOW IT WORKS

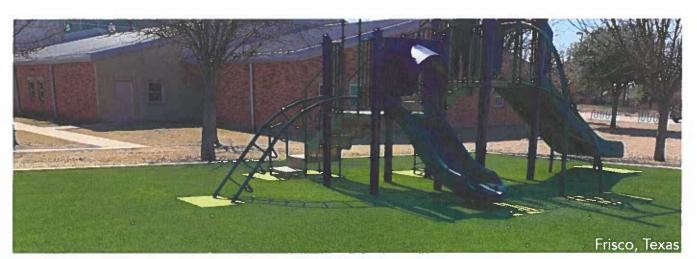
- T°Cool® Rec Sand works on the same principle as human perspiration. Stored moisture is slowly released from treated sand infill, removing heat energy and allowing the synthetic turf playground or landscape to cool.
- The T°Cool Technology captures water from rainfall, dew, or irrigation and stores it for later use. As the sun's radiation heats up turf, T°Cool releases moisture, keeping the turf surface cool for up to four days from a single moisture event.

IS IT SAFE?

The patented technology is based on a proprietary Super Absorbent Polymer formulation. T°Cool is 100% non hazardous, non toxic with no HAP or VOCs, and has zero negative environmental effects. T°Cool is participant friendly and has no impact on HIC, GMAX, or turf drainage.

HOW COOL? FOR HOW LONG?

T°Cool provides 30°F to 50°F lower surface temperatures compared to untreated turf in independent studies. T°Cool is the only proven cooling solution for multipurpose synthetic turf recreational surfaces.



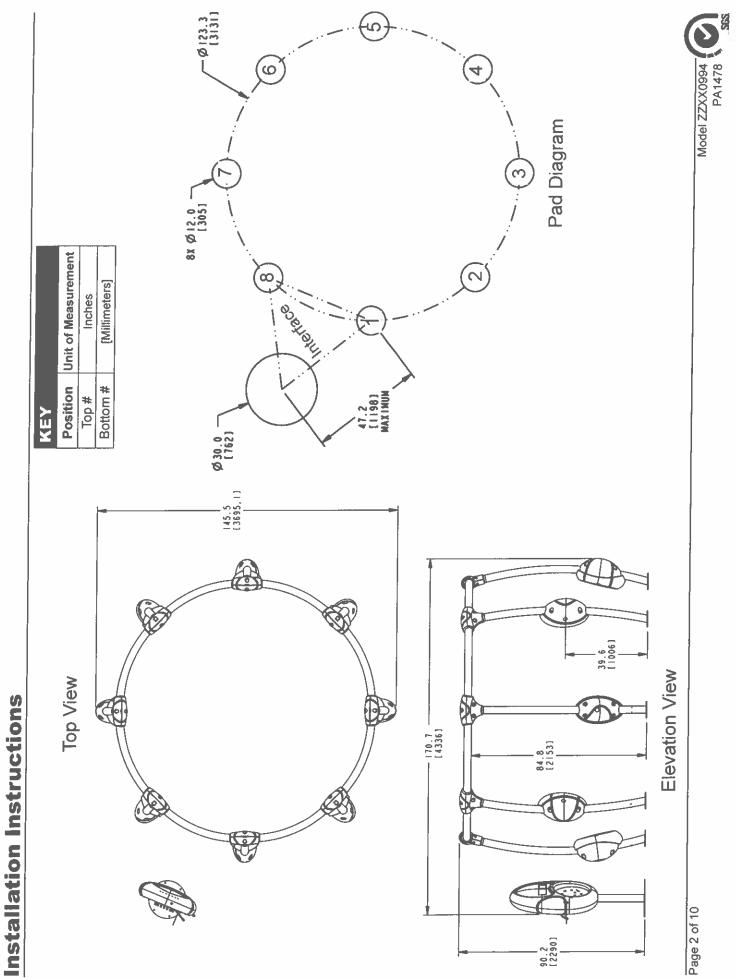
The T°Cool® application is available via pretreated sand infill. Contact jacob.tetrault@tcoolturf.com (404) 490-3554 www.tcoolturf.com

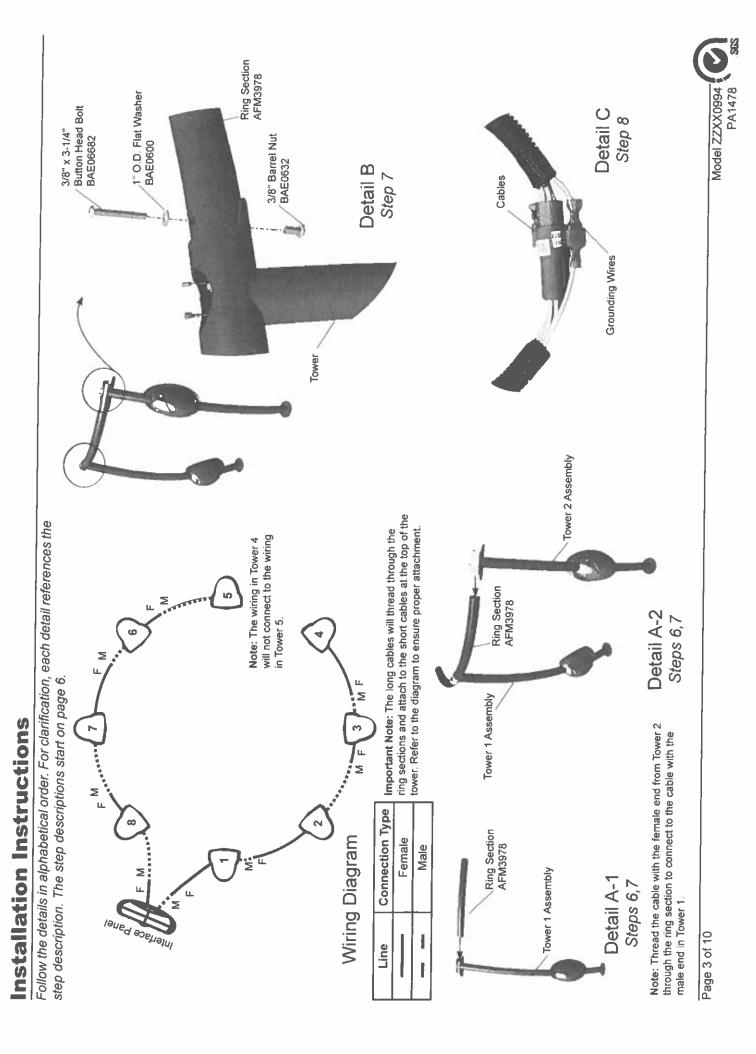




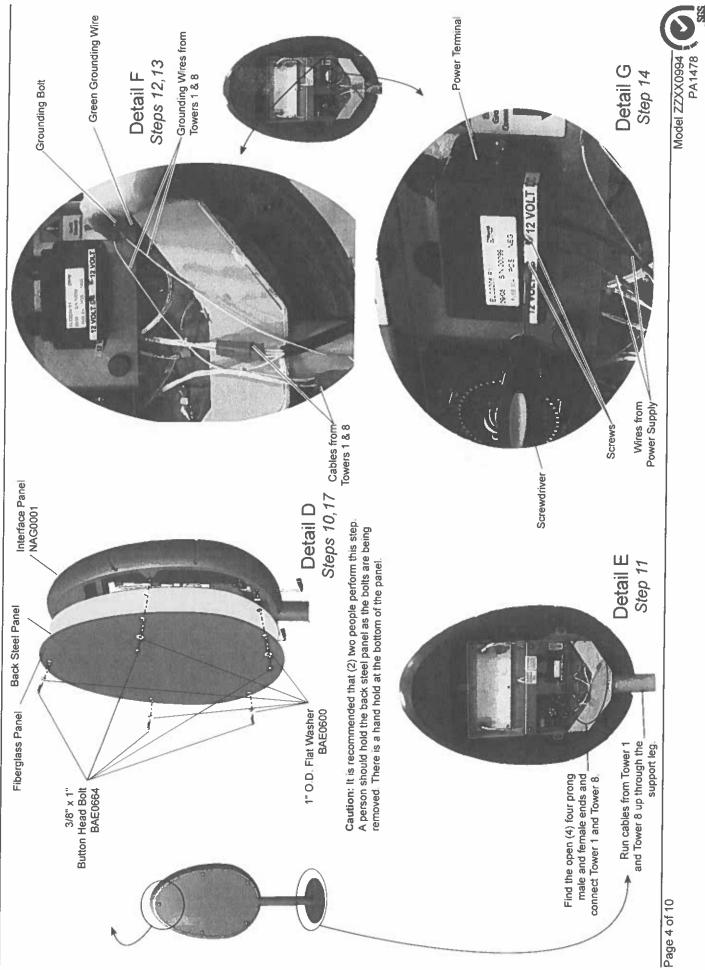
50°F

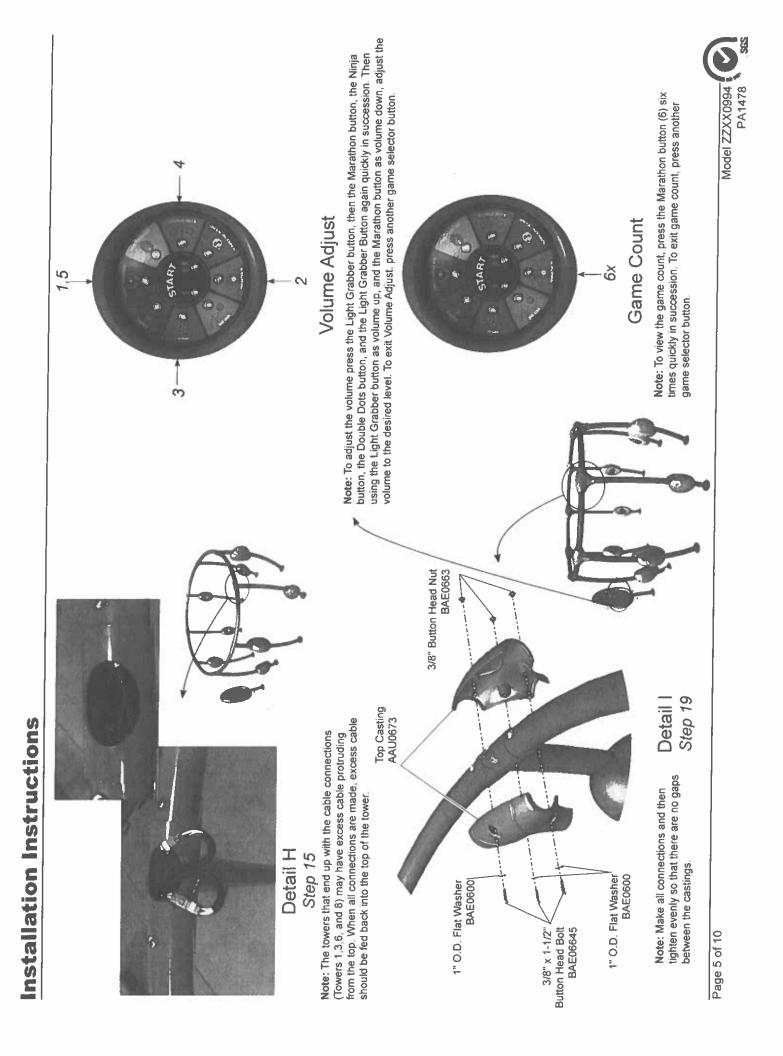
	Installation Instructions Playworld Systems [®] Model XX0994	NEOS 360 - ADA	paration	recommended Orew	ICON KEY	Fully Tighten Hardware	Do <u>Not</u> Fully Tighten Hardware	Drill Drill Dig Footing Holes	Hammer Critical Falt Height		Model ZZXX0994
SYSTEMS [®]	The world needs play. [®]					Assembly View				Dane 1 ×f 10	











Installation Instructions	
Notes Before You Begin: Do not over tighten bolts during assembly, only snug tighten them until assembly is complete.	Step 8: Connect the cables and grounding wires. See Detail C. Select the cable and grounding wires from Tower 1 and Tower 2. Connect as shown.
Carefully read and understand these installation instructions before you begin. Step 1: Before attempting to assemble your equipment, please review all installation information carefully. Should you experience any difficulty during the	Step 9: Repeat <i>Steps</i> 6-8 for the remaining towers. Each tower will connect in numerical order as indicated on the label positioned on the top of the tower. Refer to the diagram on page 3 for wiring reference.
installation process, please call us at the phone number shown on the last page of these instructions.	Position the interface panel. Step 10: Place the interface panel near the prepared footing. Remove the back panel from the interface panel. See Detail D. There are (5) five connections.
 >tep z: Separate and Identity all components and hardware. Step 3: Prepare the pad. Note: It is recommended that a 150 in. (3810 mm) x 175 in. (4470 mm) x 4 in. (102 mm) concrete or asphalt pad be prepared for NEOS 360. 	Remove the hardware and panels from the back of the interface panel as shown. Caution: It is recommended that (2) two people perform this step. A person should hold the back panel as the bolts are being removed. There is a hand hold at the bottom of the panel. If possible, you may want to lay the panel down.
Step 4: Arrange the NEOS 360 towers on the ground in the approximate area that they will be installed. They will be in numerical order from Tower 1 to Tower 8. Refer to the Pad Diagram on page 2.	Step 11: Run the cables from Tower 1 and Tower 8 up through the bottom of the interface panel support leg. See Detail E . There should be prepared conduit leading from Tower 1, Tower 8, and the power supply. Run the appropriate cables
Position Tower 1 and Tower 8. Step 5: Place Tower 1 and Tower 8 into position. Refer to the Pad Diagram on page 2. The towers will have one cable coming out of the top of the tower and one coming out of the batter of the batter of the tower and one coming out of the batter of	through the conduit leading from Tower 1 and Tower 8 up through the bottom of the interface panel and into the back of the panel. Connect the cables from Tower 1 and 8 to the open (4) four prong cables in the interface panel. Place the interface panel over the prepared footing.
conduit in the footing and leave open for a later connection.	Step 12: Connect the grounding wires from the cables from Tower 1 and Tower 8 to the interface name! See Datail E. Domoto the ball from the prover
Connect the towers. Step 6: Connect the towers. See Details A-1, A-2, and the Wiring Diagram . Select Tower 1, Tower 2, and a ring section. Thread the female ended cable from Tower 2 through the ring section and into the top of Toward 1, 10000 the condi-	"Earth Ground Connection." Insert the bolt through the grounding wire from the Tower 1 and Tower 8 cables. There will already be a green grounding wire on the bolt. Replace the bolt with the three grounding wires into the interface panel.
exposed for connection. Note: Start the assembly of the ring with Tower 1.	<u>Important Note: Steps 13-14 <i>must</i> be executed by a professional electrician.</u>
Step 7: Connect the ring section. See Details A-1, A-2, and B . Select the appropriate hardware. There is (1) one connection per tower, (2) two total connections loser the ring section into the top of the towers as chosen have the top of the top of the towers as chosen have the top of the top of the towers as chosen have too top of the top of the towers as chosen have too top of the top of top	Position the interface panel. Step 13: NEOS 360 must be attached to earth ground. See Detail F. Using the green grounding wire, attach the NEOS 360 to the earth ground.
hardware and attach as shown. Do not fully tighten the hardware.	Step 14: Insert the wires from the customer supplied power supply into the power terminal. Tighten the screws in the power indicator box. See Detail G . Using a flat head screw driver, tighten the screws onto the wires. Note: Leave the back off of the interface panel off until you have assembled the entire NEOS 360 unit and checked that the unit turns on
Page 6 of 10	Model ZZXX0994

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Step 15: When all connections have been made, feed the excess cable back into the top of the tower as shown in Detail H .	NEOS 360 settings. Volume Adjust: Refer to the Volume Adjust Detail on page 5. To adjust the volume press the Light Grabber button, then the Marathon button, the Ninja button, the Double Doub
Make sure that the NEOS 360 is working properly. Step 16: After the power supply is attached and powered, the NEOS 360 will automatically go through a diagnostic test. When it finishes the diagnostic test you will hear the sound of a heartbeat and it will then be in a game ready state.	Then using the Light Grabber button again quickly in succession. Then using the Light Grabber button as volume up, and the Marathon button as volume down, adjust the volume to the desired level. To exit Volume Adjust, press another game selector button.
If the unit does not turn on, check to see if the power indicator light is illuminated in the power terminal. See Detail G . If the power indicator light is not on, consult an electrician and return to steps 13-14.	Game Count: Refer to the Game Count Detail on page 5. To view the game count, press the Marathon button (6) six times quickly in succession. To exit game count, press another game selector button.
Replace back panel from the interface panel. Step 17: Replace the back panel from the interface panel. See Detail D. There are (5) five connections. Replace the hardware and panels from the back of the interface panel as shown.	Diagnostic Test: If there is any operational problem, the NEOS 360 will go through a diagnostic test. At the end of the test an error code will appear on the score display board. Please take note of the error code and call customer service at the number indicated below.
Final Details. Step 18: Plumb and level the component. Tighten all fasteners Fully fighten	Note: To make the NEOS 360 run a diagnostic test, turn the power to the unit off, and then turn it back on again.
all fasteners according to tightening torque specifications. Bolt down all surface mount supports in accordance with specifications provided by your registered structural engineer.	Addressing Mode: The green button inside the interface panel will force the Neos 360 into Addressing Mode. Each Neos tower should be correctly addressed
Important Note: Surface mount hardware is not supplied. Customer is responsible for concrete base and for providing surface mount hardware as specified by a registered structural engineer for each specific project application. Torque Specifications : Bolts & Nuts - Snug tighten and then tighten an additional	when originally snipped from the factory, but re-addressing may be necessary if a circuit board in one of the towers is replaced. Once in Addressing Mode, the score display will show "Adr 0." Starting with tower 1, hit the button on each tower in sequence (2,3,etc,). This process will "teach" each circuit board which location it is in. Addressing should not be required again unless another circuit
Attach the top castings. Step 19: Attach the top castings. See Detail I. Select the top castings and	board is replaced.
appropriate hardware. There are (3) three connections per casting, (24) twenty-four total connections. Place a casting on either side of the top of a tower. Attach as shown. When all connections have been made, fully tighten the connections. Note: Make all connections and then tighten evenly so that there are no gaps between the castings.	



ZZXX0994 - NEOS 360 - ADA

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DESCRIPTION	CASTING - NEOS 360 TOP	FAB METAL - 3.50" O.D. ROLLED	WASHER - 1" O.D. FLAT	NUT - 3/8"-16 × 1-1/4 BARREL w/PATCH	NUT - 3/8"-16 x 7/16" BUTTON HEAD	BOLT - 3/8"-16 x 1-1/2" BUTTON HEAD - SS	BOLT - 3/8"-16 x 3-1/4" BUTTON HEAD - SS	ASSEMBLY - NEOS - SHORT NODE ENTRY (TOWER 1)	ASSEMBLY - NEOS - SHORT NODE MIDDLE (TOWERS 3 &7) 2	ASSEMBLY - NEOS - SHORT NODE END (TOWER 5)	NEOS - 360 INTERFACE	ASSM - NEOS - TALL NODE ENTRY (ADA) (TOWER 8)	ASSM - NEOS - TALL NODE MIDDLE (ADA) (TOWERS 2 & 6)	ASSM - NEOS - TALL NODE END (ADA) (TOWER 4)	LABEL KIT - 18 MTHS - 12 YRS ASTM CSA FRENCH	
PART NO.	AAU0673	AFM3978	BAE0600	BAE0632	BAE0663	BAE06645	BAE06682	NAD0001	NAE0001	NAF0001	NAG0001	NAK0001	NAL0001	NAM0001	ASY0589	





Fasteners

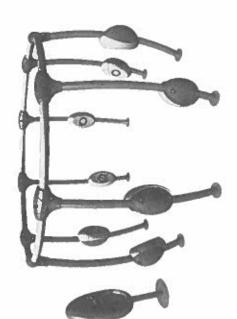
- Inspect for loose fasteners.
- Tightening torque specifications are: Bolts and Nuts: Snug tighten and tighten an additional one-half turn.
 - Inspect drive rivets to insure they are intact and secure.
- Inspect for missing, worn or broken fasteners. If any missing, worn or broken fasteners are found, refer to the installation instructions for proper replacement fastener. If any damage is detected, barricade equipment to prevent use until repair is completed. Contact your sales representative immediately for a replacement part.

Replacement Parts

- Refer to your installation instructions to obtain replacement part number.
- Contact your sales representative or call Playworld Systems' Customer Service for a replacement part.

Equipment Maintenance

Playworld Systems[®] Model XX0994 NEOS 360 - ADA



Finish

Inspect metal parts for finish damage.

or jagged edges. If any damage is detected and is

Inspect all plastic surfaces for sharp points, cracks

Plastic Parts

use until repair is completed. Minor burrs or sharp edges

may be removed by using a sharp utility knife or block

plane to remove sharp burr.

determined to be unsafe, barricade equipment to prevent

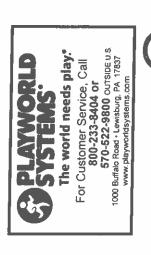
To repair painted surfaces, sand damaged area with sandpaper and wipe clean. Mask area and paint with primer and allow to dry. Paint primed area with colormatching paint and allow to dry. Recoat area with colormatching paint if required. Drying time is approximately 8 hours between coats.

Footings

 Inspect component to be solid in footing and secure. If any damage is detected, barricade equipment to prevent use until repair is completed.

Surfacing

Refer to the specific surfacing maintenance detail sheet for additional information.



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PA1478

Model ZZXX0994

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- Be sure that you are using a copy of this Inspection Form and not your original.
 Use the Inspection Codes listed below and record condition of equipment at time of examination on the Inspection Checklist.

... for Safety's Sake!

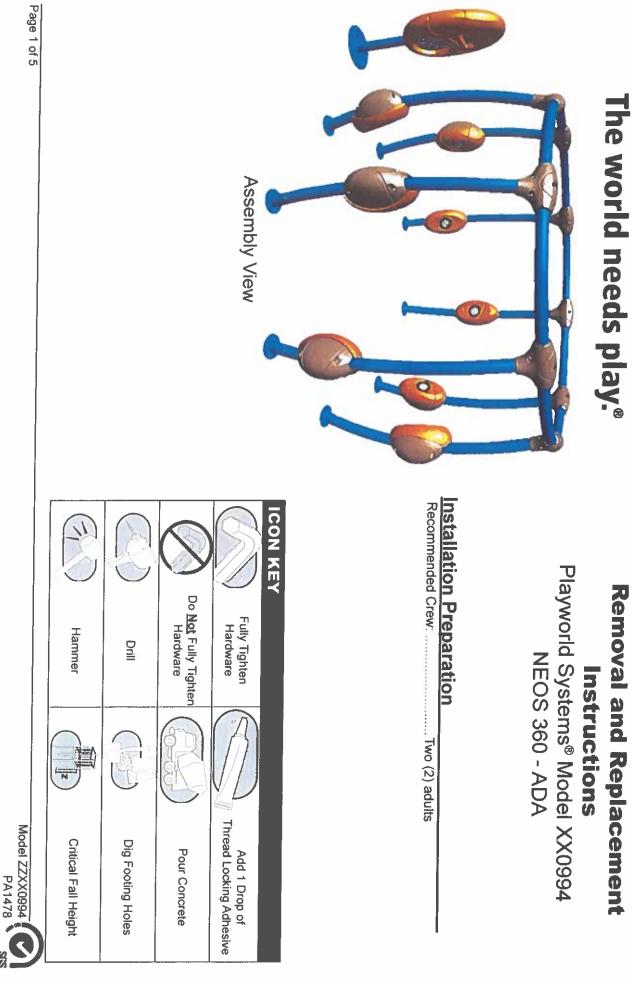
Preventive Maintenance

- · Document any item from the Inspection Checklist that will require maintenance along with any corrective action on the Maintenance Schedule.
- Be sure to include appropriate dates and signatures on each section to properly document maintenance procedure.

INSPECTION CHECKLIST		Frequency	Inspection Code Date	Date Repairs Completed	
Inspect plastic parts for damage.		Medium			Inspection Codes
Inspect surfacing to insure proper depth and distribution.	stribution.	High			P = Pass F ≃ Fail
Inspect metal parts for structural and finish damage.	nage.	Medium			NA = Not Applicable
Inspect for loose, missing, worn, or broken fasteners.	eners.	High			
Inspect footing to insure support is secure and footing is not	footing is not damaged.	Low			
Inspector: Name (Please Print)	Signature:			Dat	Date: / /
MAINTENANCE SCHEDULE					
Item in Question	Description of Problem		Corrective Action	e Action	Date
					740

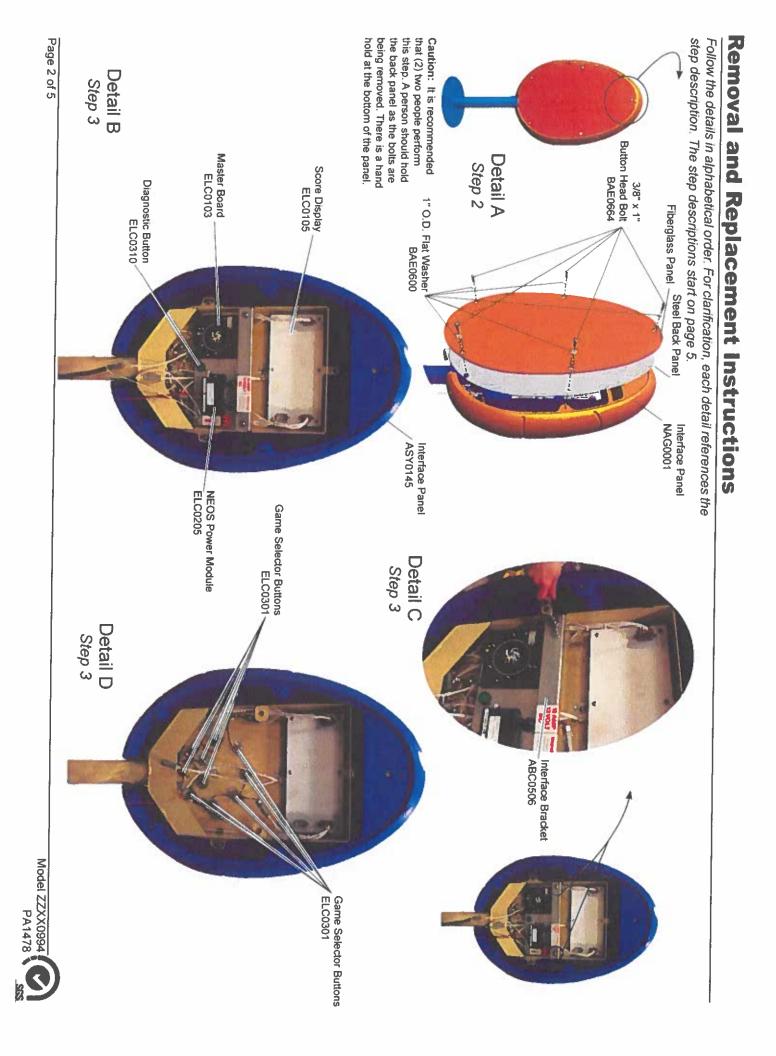
Page 10 of 10

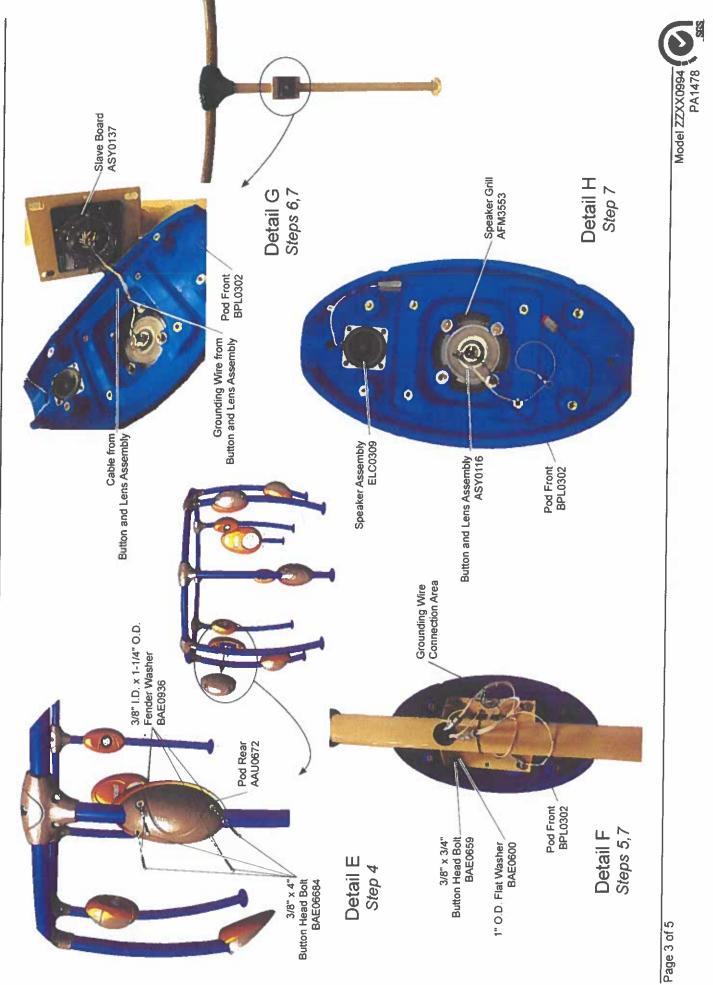
Υ. Model ZZXX0994



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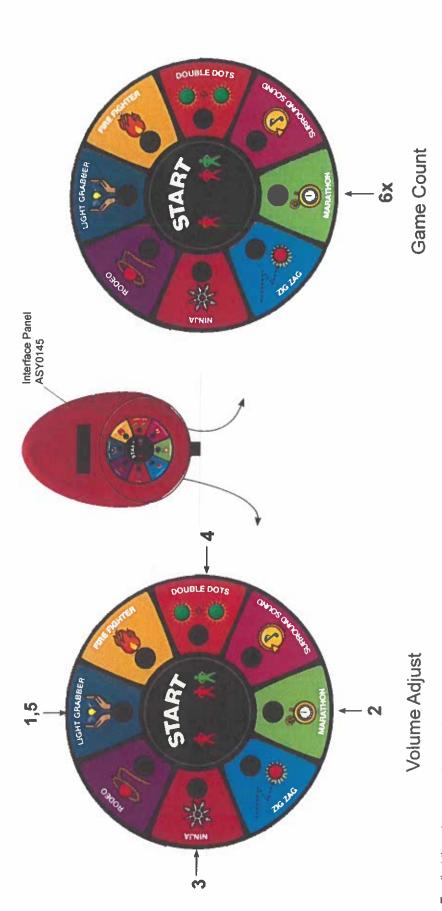
Model ZZXX0994





Removal and Replacement Instructions





Note: To adjust the volume press the Light Grabber button, then the Marathon button, the Ninja button, the Double Dots button, and the Light Grabber Button again quickly in succession. Then using the Light Grabber button as volume up, and the Marathon button as volume down, adjust the volume to the desired level. To exit Volume Adjust, press another game selector button.

Note: To view the game count, press the Marathon button (6) six times quickly in succession. To exit game count, press another game selector button.

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Model ZZXX0994 PA1478



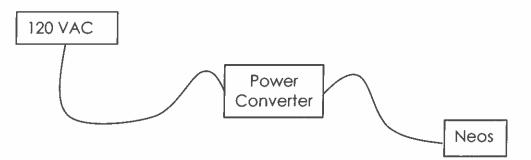
NEOS 360 Accessible All Ages

Powering A Neos

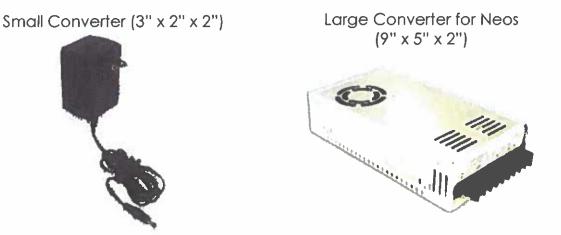
General Notes:

The Neos products run on 12 volt, direct current electricity. This is the same type of electrical power used in automobiles. For comparison, homes in the US are wired for 120 volt, alternating current. The lower voltage makes Neos an intrinsically safe product – there is no danger of being shocked by a Neos.

Most of the time, Neos is powered by taking 120 volt AC power and using a converter to make 12 volt DC power. This is shown schematically below:



The power converters for Neos are just larger versions of the small power converters found on numerous home appliances:



The power converter for a Neos must be 12 volt, and it must produce DC current. There are many low voltage outdoor lighting systems that run on 12 volt AC current. The power converters for these systems will not work for Neos.

Along with being 12 volt and direct current, the power converter must be large enough to supply the current that Neos requires. The small

converter pictured above might be able to supply 1 ampere of current. Neos requires 20 amperes of current.

There are a number of 12 volt DC power converters available on-line that will work for Neos. See the "Available Power Converters for Neos" document for a listing of where to obtain these converters. These converters typically cost \$150 - \$300.

Voltage Drop in Power Supply Lines

Often it is convenient to locate the power converter in a shed or similar structure and run an underground cable to the Neos. In this situation, the voltage will drop as it travels along the cable. This drop in voltage is proportional to the length of the supply cable. Care must be taken not to let the voltage drop below 10. Increasing the diameter of the cable will cause the voltage drop to be lower. Below is a chart that shows recommended wire gages for various distances between the power converter and the Neos: (Lower wire gages are larger diameter.)

Distance (feet)	20	40	60	80	100	120	140	160	180	200
Wire Gage	14	10	8	8	6	6	4	4	4	4

Outdoor Enclosures for the Power Converter

If there is not a shed or other building nearby to house the power converter, it can be housed in an outdoor enclosure. This enclosure can be mounted to a post or concrete pad. There are even enclosures that can be buried in the ground. Contact a local electrician for converter options.

Powering a Neos with Solar Power

 Because Neos runs on 12 volt DC power, it is a good candidate for a Solar Power supply. However, a solar supply system that is large enough to ensure that Neos is always powered, regardless of the weather can be fairly expensive - \$5,000 or more depending on the location. Contact a local electrician for solar power options.

Power Converters for Neos:

The Mean Well SP320-12:

- This power converter does not come with a cable and plug. You either wire it directly into a 120 volt supply, or you can obtain and attach a cable and plug.
- The voltage on this power converter can be adjusted up to 13 volts to account for voltage drop between the converter and Neos.
- This power converter will also work with 240 volt input.
- Available at:
- <u>http://www.alliedelec.com/m/d/2156faf9b8b87f2189b791f4791cd4</u> 2b.pdf

The Tripp Lite PR-25:

- This power converter comes with a cable and plug.
- This converter is not adjustable.
- This converter only works with 120 volt input (it does not accommodate 240 volt input.)



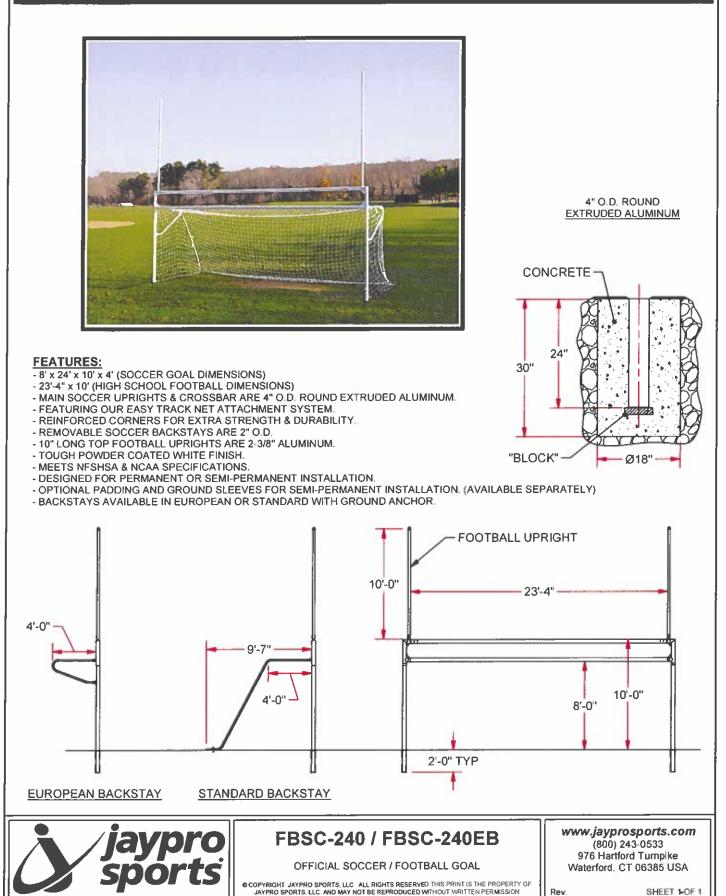
http://www.provantage.com/tripp-lite-pr25~7TRTR01Q.htm



Model 77XX0904	Page 5 of 5
For Customer Service, Call 800-23-8404 or 570-522-9800 oursue u.s 1000 Buffalo Road - Lewisburg, PA 17837 www.playworldsystems.com	Step 6: Remove the pod front from the tower. See Detail G. Note that the cable and grounding wire from the Button Lens Assembly will thread through the Slave Board.
The world needs play:	female cable ends. Be sure that you don't connect the Slave Board cable ends to each other.
Note: To make the NEOS 360 run a diagnostic test, turn the power to the unit off, and then turn it back on again.	<u>Step 5:</u> Remove the pod front from the tower. See Detail F. There are (4) four connections, and (1) one grounding wire connection. Disconnect all cables. Remove the bolt holding down the grounding wires. Remove the hardware and the pod front from the back of the tower as shown
Diagnostic Test: If there is any operational problem, the NEOS 360 will go through a diagnostic test. At the end of the test an error code will appear on the score display board. Please take note of the error code and call customer service at the purpher indicated between the error code and call customer service.	Step 4: Remove the pod rear from the back of the tower containing the part to be removed. See Detail E . There are (4) four connections. Remove the hardware and the pod rear from the back of the tower as shown.
<u>Game Count:</u> Refer to the Game Count Detail on page 5. To view the game count, press the Marathon button (6) six times quickly in succession. To exit game count, press another game selector button.	
the Double Dots button, and the Light Grabber Button again quickly in succession. Then using the Light Grabber button as volume up, and the Marathon button as volume down, adjust the volume to the desired level. To exit Volume Adjust, press another game selector button.	<u>Step 3:</u> Locate the part to be replaced. See Detail B . Remove the existing part. Make a note as to where the part was connected. Insert the replacement part in the same position. Reconnect the part. Note: To replace the Game Selector Buttons, refer to Details C and D . The
NEOS 360 settings. Volume Adjust: Refer to the Volume Adjust Detail on page 5. To adjust the volume press the Light Grabber button, then the Marathon button, the Ninja button,	Caution: It is recommended that (2) two people perform this step. A person should hold the back panel as the bolts are being removed. There is a hand hold at the bottom of the panel.
check that all connections were made correctly. If there is an error, an error code will appear on the score display board. Please take note of the error code and call customer service at the number indicated below. If the diagnostic test runs, and the unit enters a game ready state (you will hear the sound of a heartbeat), the unit can be reassembled. Reassemble the unit by reversing the directions.	Replacing the Diagnostic Button, Game Selector Buttons, Master Board, Power Module, or Score Display. Step 2: Remove the back panel from the interface panel. See Detail A. There are (5) five connections. Remove the hardware and panels from the back of the interface panel as shown.
Reassembly/Operational Test. <u>Step 8:</u> Before replacing the back panel or pod rear, check to make sure that the NEOS 360 is working properly. Turn on the power to the unit. The NEOS 360 will automatically go through a diagnostic test. If the unit does not work properly	Step 1: Before attempting to disassemble your equipment, please <i>turn off the power</i> to the NEOS 360 unit. Should you experience any difficulty during the process, please call us at the phone number shown on the last page of these instructions.
Step 7: Locate the part to be replaced. See Details F, G, or H. Remove the existing part. Make a note as to where the part was connected. Insert the replacement part in the same position. Reconnect the part.	Removal and Replacement Instructions Notes Before You Begin: Do not over tighten bolts during assembly, only snug tighten them until assembly is complete.

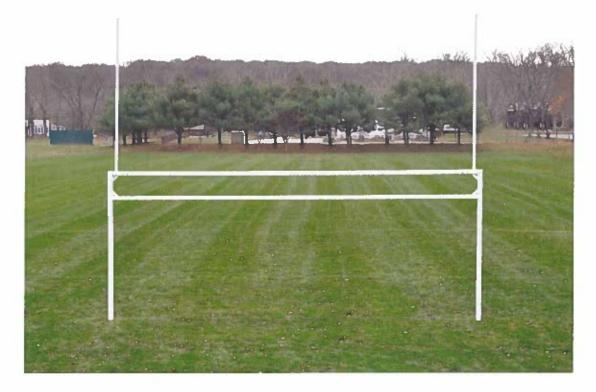
Model ZZXX0994

FBSC-240 / FBSC-240EB





--- FBSC-240 & FBSC-240EB ---(OFFICIAL SOCCER / FOOTBALL GOAL) Installation Instructions



Call Jaypro Sports Equipment at 1-800-243-0533 during regular business hours for technical support. <u>www.jaypro.com</u>

JAYPRO SPORTS FBSC-240 & FBSC-240EB COMBO GOAL

IMPORTANT NOTICE:

- 1) BEFORE EACH USE CHECK EQUIPMENT FOR PROPER CONNECTING HARDWARE AND STRUCTURAL INTEGRITY. REPLACE DAMAGED OR MISSING HARDWARE IMMEDIATELY.
- 2) NEVER ALLOW ANYONE TO CLIMB OR HANG ON THE NET OR GOAL FRAME. AS SERIOUS INJURY OR DAMAGE TO THE EQUIPMENT MAY OCCUR.
- 3) USE OF THIS EQUIPMENT OTHER THAN INTENDED, MAY BE HAZARDOUS.
- 4) ALTERATION OR MODIFICATION OF THIS EQUIPMENT MAY BE HAZARDOUS AND RESULT IN INJURY. FOR REPAIR OR REPLACEMENT, CONTACT YOUR DEALER OR JAYPRO SPORTS.

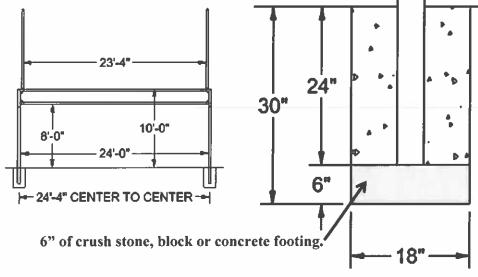
TOOLS REQUIRED:

- (1) Socket and / or Box Wrench Set
- (1) Electric Drill with 1/4" Socket Bit or Driver
- (1) Step Ladder, 12 FT
- (1) Rubber Mallet
- Unpack all parts and check against parts list to ensure that all have been included.
- Inspect all parts for damage. Report any damages to the trucking company.

ITEM	DESCRIPTION	FBSC-240	FBSC-240EB
1	FRONT RIGHT CORNER WELDMENT	2	2
2	FRONT LEFT CORNER WELDMENT	2	2
3	4" DIA UPRIGHT EXTRUSION x 116" LONG	4	4
4	4" DIA CROSSBAR EXTRUSION x 278" LONG	2	2
5	FOOTBALL CROSSBAR x 278" LONG	2	2
6	FOOTBALL UPRIGHT x 120" LONG or 240" LONG	4	4
7	1.66" DIAMETER BACKSTAY BRACE	4	N/A
8	2-1/2" DOME CAP, AL.	4	4
9	GROUND STAKE	4	N/A
10	3/8"-16 x 3" HEX HEAD CAP SCREW ZP	8	8
11	3/8"-16 x 4-1/2" CARRIAGE BOLT, ZP	8	8
12	3/8" FLAT WASHER, SS	48	68
13	3/8"-16 THIN HEX HD LOCKNUT, ZP	20	24
14	#8 x 3/4" HEX HEAD FLANGE SELF DRILL SCREW, ZP	8	8
15	1.66" DIA EUROPEAN STYLE BACKSTAY	N/A	4
16	EUROPEAN BACKSTAY LOWER HUB	N/A	4
17	7/8" x 5" LONG BACKING BAR	N/A	4
18	3/8" MEDIUM SPLIT LOCK WASHER, ZP	16	28
19	3/8"-16 x 1 1/4" BUTTON HEAD, SS	16	28
20	3/8"-16 x 2 1/2" HX HEAD CAP SCREW, ZP	4	16
20	EC-824 (Optional if purchased)	2	2
21	NET (Optional if purchased)	2	2
22	Ground Sleeves (Optional if purchased PN: SGP-445G)	4	4
		ΟΤΥ	(PAIR)

Site prep:

- 1. Determine the proper location for the goal uprights on the playing field. The spacing between uprights is 24'-4" center to center. Dig the footing holes to the dimensions as shown on the illustration below. These are minimum suggested dimensions for average soil conditions.
- 2. For best results assemble the lower goal frame; uprights and crossbar assembly on the ground prior to placing in the footing.



These are suggested dimensions for average soil conditions, consult local building codes.

Semi-permanent installation: SGP-445G ground sleeve sold separately

- 1. Note: Whenever goal is removed from ground sleeves for maintenance or storage, always cover the open end of the sleeve using the top cap provided.
- 2. Install ground sleeves as shown in drawing SGP-445G. Ground sleeves may be installed with or without using the goal frame itself.
- 3. If using goal frame to install sleeve in. Slide the sleeves onto the bottom of each upright and lower the assembled goal into the footing. Be careful to ensure that concrete does not enter the sleeve recommend wrapping tape around goal upright & top of sleeve. Make sure the distance between the underside of the soccer crossbar and the playing surface measures 8 FT. Brace the structure to assure that it doesn't shift during curing process.
- 4. Wait for the concrete to fully cure according to the manufacturer's instructions. (A minimum of 48 hours)

Permanent installation:

- 1. Lower the assembled goal (see frame assembly instructions) into the footing. Pay special attention to proper orientation with regards to the face side. Block beneath and around each upright, plumb the structure and pour the concrete. Check that the distance between the playing surface and the crossbar of the upright is 8'. Brace the structure to assure that it does not shift during the footing curing process.
- 2. Wait for the concrete to fully cure according to the manufacturer's instructions. (A minimum of 48 hours)

Assemble lower goal frame:

- 1. Loosely assemble the lower goal frame face down on a flat dry surface.
- 2. Then slide both soccer crossbar and football crossbar onto one corner piece; making sure all holes are properly aligned. See figure 1 & 2.
- 3. Slide the opposite corner piece onto the two crossbars.
- 4. Loosely install the crossbar hardware. Note the orientation of the carriage bolt heads.
- 5. After all bolts have been inserted, sink the carriage bolts by tapping the heads with a rubber mallet. Securely tighten all nuts.

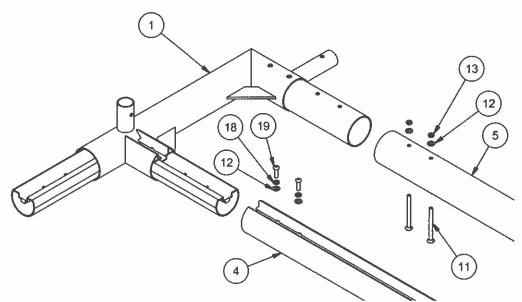


Figure 1: Install Corner Assembly

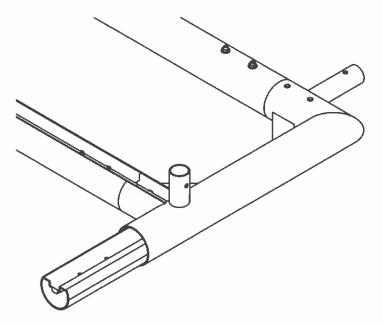
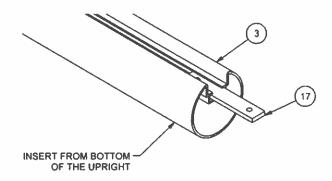


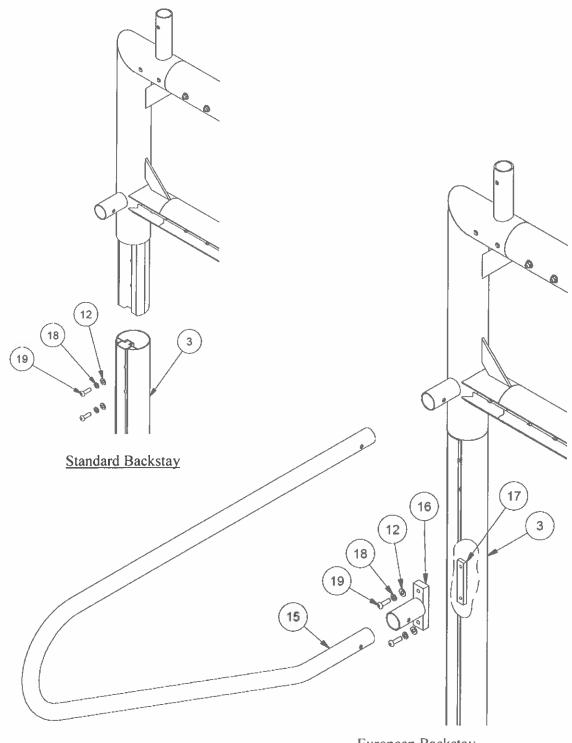
Figure 2: Assemble Both Corner Piece

Assemble lower goal frame : Continue

- 6. Install both lower uprights onto the crossbar assembly.
- 7. Install and secure hardware, noting the orientation of the carriage bolt heads.
- 8. If you have the model FBSC-240EB with European backstay install the lower backstay hubs at this point.
 - a. Slide one 7/8" x 5" long backing bar (item 17) into the channel at the bottom of the upright (item 3). Slide the bar along the channel to about 30" from the top end of the upright.



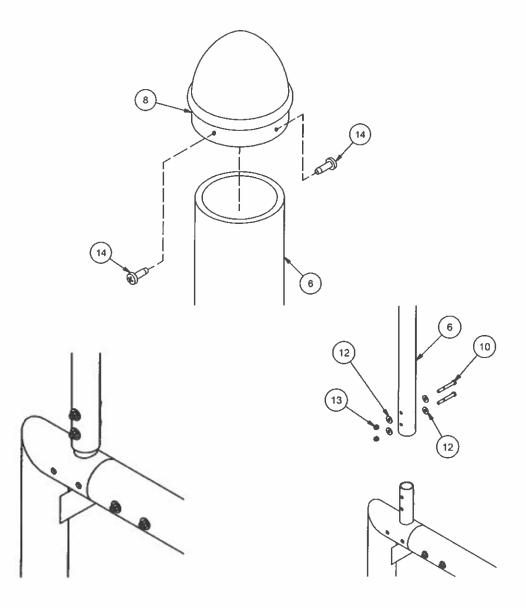
- b. Attach the lower hub (item 16) to the backing bar as shown leaving the hardware loose.
- c. Properly position the lower hub by inserting the European backstay into both top and bottom hubs.
- d. Tighten the hardware, securing the hub and remove the backstay for now.
- e. Repeat process for the other side.
- 9. Stand the assembled lower goal frame and carefully place it into the footing or previously installed ground sleeve.



European Backstay

Install football uprights:

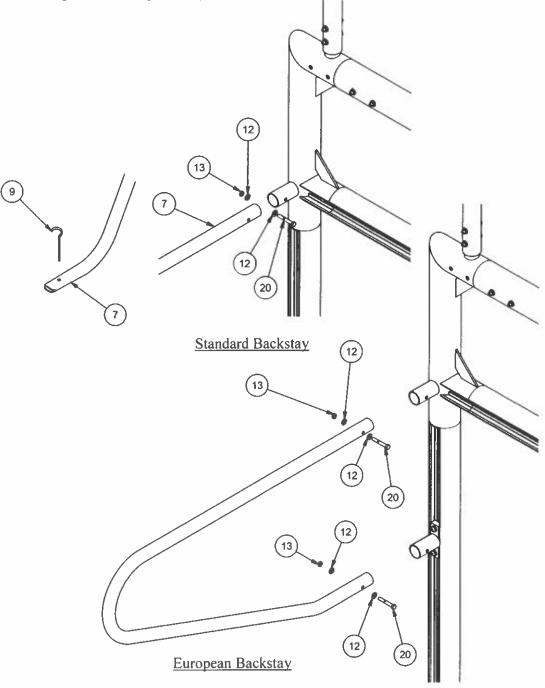
- 1. Install the end caps onto the top uprights as shown. The cap (item 8) goes onto the end without holes. Secure the cap with the self-taping screw (item 14).
- 2. Place the upright over the upright and install the upper bolt.
- 3. Plum the upright and drill a 3/8" hole in the insert for the bottom bolt. Using a 3/8" transfer punch is recommended to help accurately locate the center of the hole.
- 4. Install the lower bolt.



Install soccer backstay and net:

(Note: Always remove soccer net and backstay before football use)

- 1. Install the rear backstays into the hub of each corner piece. Anchor base of each rear backstay using a ground stake.
- 2. If you have the model FBSC-240EB with European backstay. Install the rear backstays into the hub of each corner piece. Anchor base of each rear backstay using the hardware as shown.
- 3. Locate the upper corner of the net. Draping the net over the rear backstays attach the net to the goal face using the easy clips provided.





DELUXE SOCCER/FOOTBALL GOAL

Ideal for multi-purpose athletic fields

Designed for permanent or semi-permanent installation with your choice of standard or European backstays.

Recommended for: High School and Town Programs

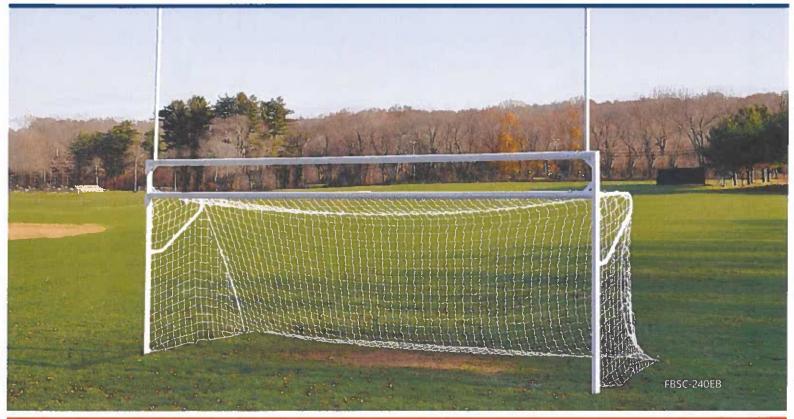
Features:

- 4" round extruded aluminum soccer uprights and crossbars, powder coated white
- · 2" removable soccer backstays
- 10' tall x 2%" aluminum football uprights
- Features Jaypro Sports flush mount Easy Track[™] net attachment system with clips
- Soccer Dimensions 8' x 24' x 4' x 10'
- Aluminum ground sleeves with locking caps (SGP-445G) sold separately
- Nets (SND-8 recommended), post padding, and ground sleeves sold separately

Goal with Standard Backstays FBSC-240 (PAIR)

Goal with European Backstays FBSC-240EB (PAIR)

Jaypro Sports - Soccer Combo Goal, continued



GOAL FEATURES:



Football



European Backstay



Standard Backstay

Aluminum Ground Sleeves (Set of 4) SGP-445G (SET)

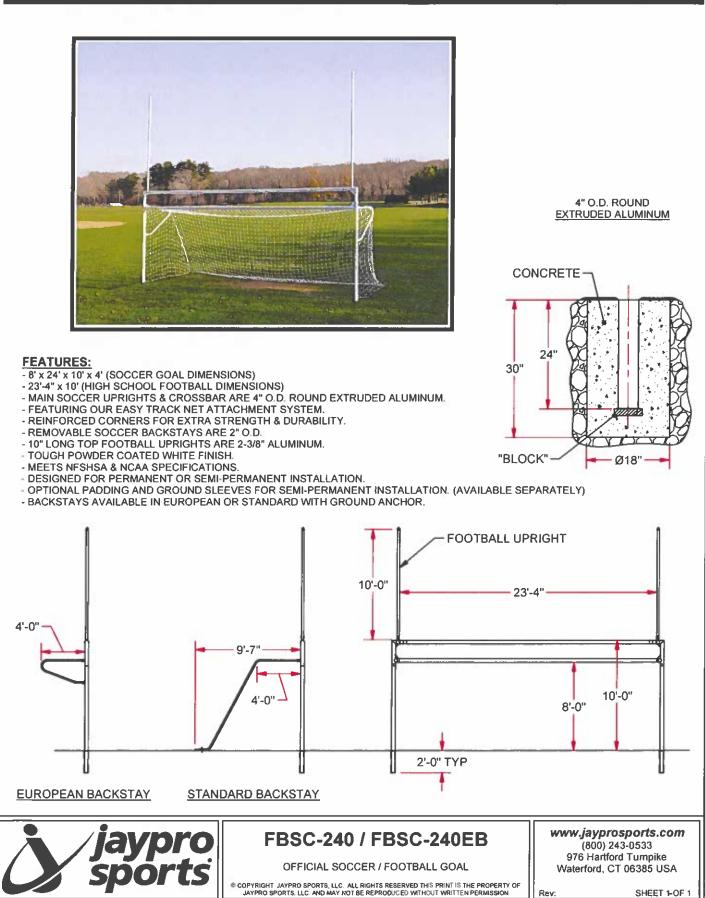


Net attachment around entire frame



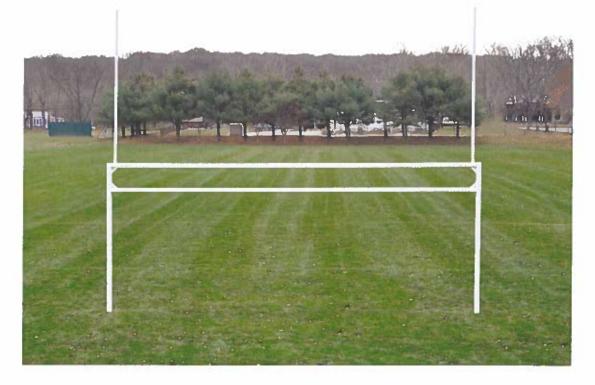
Gusset

FBSC-240 / FBSC-240EB





--- FBSC-240 & FBSC-240EB ---(OFFICIAL SOCCER / FOOTBALL GOAL) Installation Instructions



Call Jaypro Sports Equipment at 1-800-243-0533 during regular business hours for technical support. www.jaypro.com

JAYPRO SPORTS FBSC-240 & FBSC-240EB COMBO GOAL

IMPORTANT NOTICE:

- 1) BEFORE EACH USE CHECK EQUIPMENT FOR PROPER CONNECTING HARDWARE AND STRUCTURAL INTEGRITY. REPLACE DAMAGED OR MISSING HARDWARE IMMEDIATELY.
- 2) NEVER ALLOW ANYONE TO CLIMB OR HANG ON THE NET OR GOAL FRAME. AS SERIOUS INJURY OR DAMAGE TO THE EQUIPMENT MAY OCCUR.
- 3) USE OF THIS EQUIPMENT OTHER THAN INTENDED, MAY BE HAZARDOUS.
- 4) ALTERATION OR MODIFICATION OF THIS EQUIPMENT MAY BE HAZARDOUS AND RESULT IN INJURY. FOR REPAIR OR REPLACEMENT, CONTACT YOUR DEALER OR JAYPRO SPORTS.

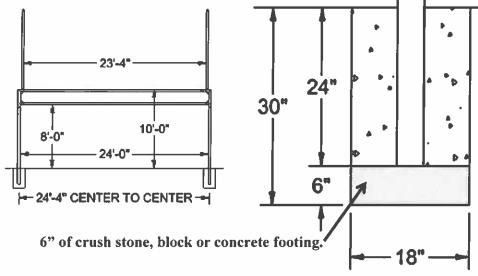
TOOLS REQUIRED:

- (1) Socket and / or Box Wrench Set
- (1) Electric Drill with 1/4" Socket Bit or Driver
- (1) Step Ladder, 12 FT
- (1) Rubber Mallet
- Unpack all parts and check against parts list to ensure that all have been included.
- Inspect all parts for damage. Report any damages to the trucking company.

ITEM	DESCRIPTION	FBSC-240	FBSC-240EB
1	FRONT RIGHT CORNER WELDMENT	2	2
2	FRONT LEFT CORNER WELDMENT	2	2
3	4" DIA UPRIGHT EXTRUSION x 116" LONG	4	4
4	4" DIA CROSSBAR EXTRUSION x 278" LONG	2	2
5	FOOTBALL CROSSBAR x 278" LONG	2	2
6	FOOTBALL UPRIGHT x 120" LONG or 240" LONG	4	4
7	1.66" DIAMETER BACKSTAY BRACE	4	N/A
8	2-1/2" DOME CAP, AL.	4	4
9	GROUND STAKE	4	N/A
10	3/8"-16 x 3" HEX HEAD CAP SCREW ZP	8	8
11	3/8"-16 x 4-1/2" CARRIAGE BOLT, ZP	8	8
12	3/8" FLAT WASHER, SS	48	68
13	3/8"-16 THIN HEX HD LOCKNUT, ZP	20	24
14	#8 x 3/4" HEX HEAD FLANGE SELF DRILL SCREW, ZP	8	8
15	1.66" DIA EUROPEAN STYLE BACKSTAY	N/A	4
16	EUROPEAN BACKSTAY LOWER HUB	N/A	4
17	7/8" x 5" LONG BACKING BAR	N/A	4
18	3/8" MEDIUM SPLIT LOCK WASHER, ZP	16	28
19	3/8"-16 x 1 1/4" BUTTON HEAD, SS	16	28
20	3/8"-16 x 2 1/2" HX HEAD CAP SCREW, ZP	4	16
20	EC-824 (Optional if purchased)	2	2
21	NET (Optional if purchased)	2	2
22	Ground Sleeves (Optional if purchased PN: SGP-445G)	4	4
		QTY (PAIR)	

Site prep:

- 1. Determine the proper location for the goal uprights on the playing field. The spacing between uprights is 24'-4" center to center. Dig the footing holes to the dimensions as shown on the illustration below. These are minimum suggested dimensions for average soil conditions.
- 2. For best results assemble the lower goal frame; uprights and crossbar assembly on the ground prior to placing in the footing.



These are suggested dimensions for average soil conditions, consult local building codes.

Semi-permanent installation: SGP-445G ground sleeve sold separately

- 1. Note: Whenever goal is removed from ground sleeves for maintenance or storage, always cover the open end of the sleeve using the top cap provided.
- 2. Install ground sleeves as shown in drawing SGP-445G. Ground sleeves may be installed with or without using the goal frame itself.
- 3. If using goal frame to install sleeve in. Slide the sleeves onto the bottom of each upright and lower the assembled goal into the footing. Be careful to ensure that concrete does not enter the sleeve recommend wrapping tape around goal upright & top of sleeve. Make sure the distance between the underside of the soccer crossbar and the playing surface measures 8 FT. Brace the structure to assure that it doesn't shift during curing process.
- 4. Wait for the concrete to fully cure according to the manufacturer's instructions. (A minimum of 48 hours)

Permanent installation:

- 1. Lower the assembled goal (see frame assembly instructions) into the footing. Pay special attention to proper orientation with regards to the face side. Block beneath and around each upright, plumb the structure and pour the concrete. Check that the distance between the playing surface and the crossbar of the upright is 8'. Brace the structure to assure that it does not shift during the footing curing process.
- 2. Wait for the concrete to fully cure according to the manufacturer's instructions. (A minimum of 48 hours)

Assemble lower goal frame:

- 1. Loosely assemble the lower goal frame face down on a flat dry surface.
- 2. Then slide both soccer crossbar and football crossbar onto one corner piece; making sure all holes are properly aligned. See figure 1 & 2.
- 3. Slide the opposite corner piece onto the two crossbars.
- 4. Loosely install the crossbar hardware. Note the orientation of the carriage bolt heads.
- 5. After all bolts have been inserted, sink the carriage bolts by tapping the heads with a rubber mallet. Securely tighten all nuts.

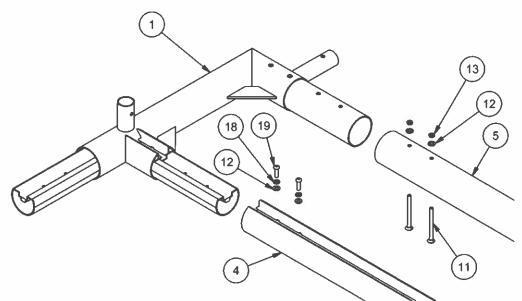


Figure 1: Install Corner Assembly

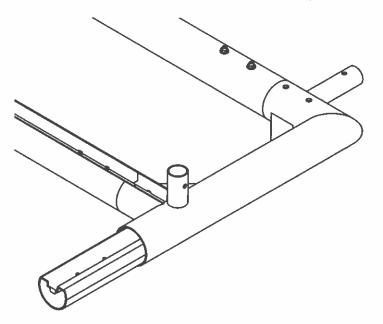
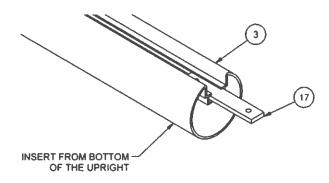


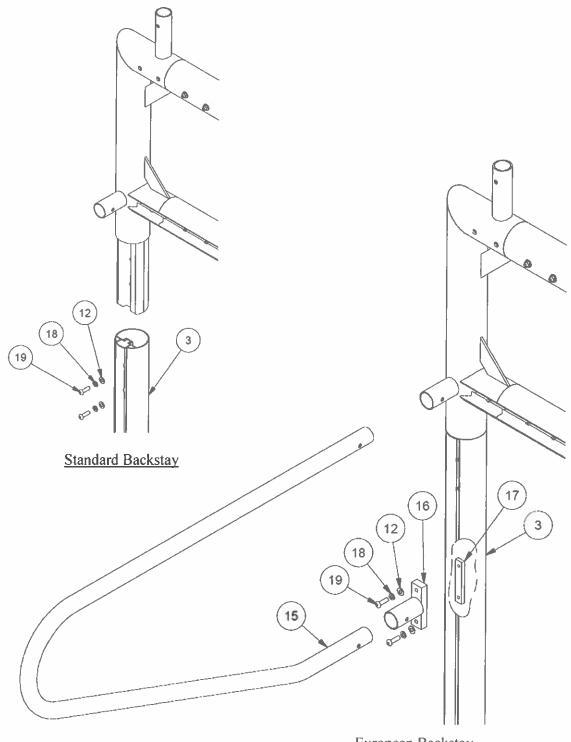
Figure 2: Assemble Both Corner Piece

Assemble lower goal frame : Continue

- 6. Install both lower uprights onto the crossbar assembly.
- 7. Install and secure hardware, noting the orientation of the carriage bolt heads.
- 8. If you have the model FBSC-240EB with European backstay install the lower backstay hubs at this point.
 - a. Slide one 7/8" x 5" long backing bar (item 17) into the channel at the bottom of the upright (item 3). Slide the bar along the channel to about 30" from the top end of the upright.



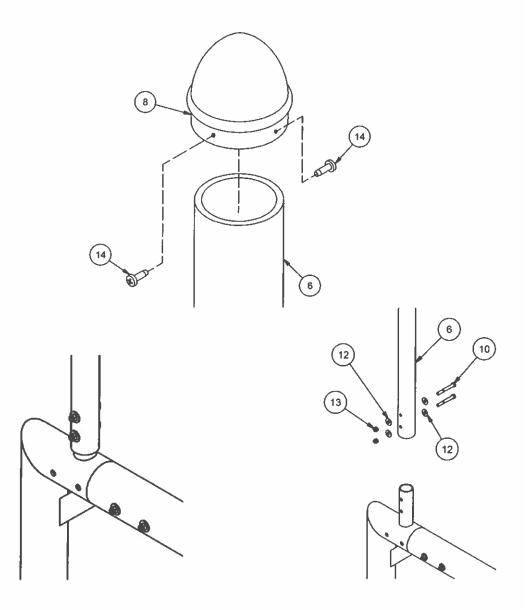
- b. Attach the lower hub (item 16) to the backing bar as shown leaving the hardware loose.
- c. Properly position the lower hub by inserting the European backstay into both top and bottom hubs.
- d. Tighten the hardware, securing the hub and remove the backstay for now.e. Repeat process for the other side.
- 9. Stand the assembled lower goal frame and carefully place it into the footing or previously installed ground sleeve.



European Backstay

Install football uprights:

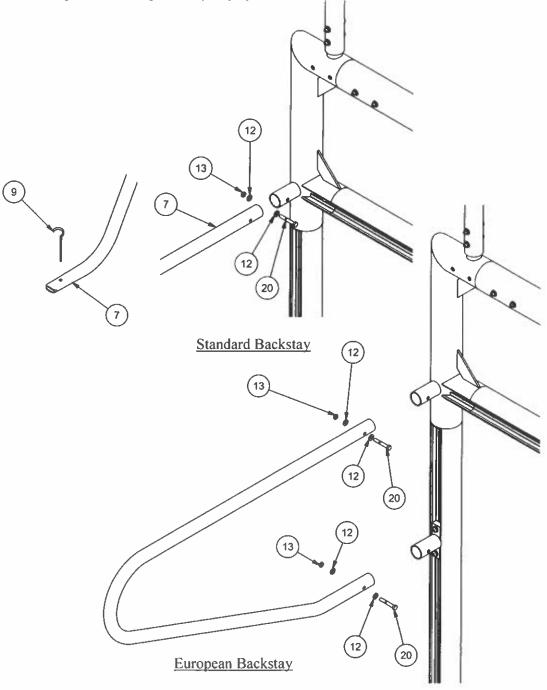
- 1. Install the end caps onto the top uprights as shown. The cap (item 8) goes onto the end without holes. Secure the cap with the self-taping screw (item 14).
- 2. Place the upright over the upright and install the upper bolt.
- 3. Plum the upright and drill a 3/8" hole in the insert for the bottom bolt. Using a 3/8" transfer punch is recommended to help accurately locate the center of the hole.
- 4. Install the lower bolt.



Install soccer backstay and net:

(Note: Always remove soccer net and backstay before football use)

- 1. Install the rear backstays into the hub of each corner piece. Anchor base of each rear backstay using a ground stake.
- 2. If you have the model FBSC-240EB with European backstay. Install the rear backstays into the hub of each corner piece. Anchor base of each rear backstay using the hardware as shown.
- 3. Locate the upper corner of the net. Draping the net over the rear backstays attach the net to the goal face using the easy clips provided.





DELUXE SOCCER/FOOTBALL GOAL

Ideal for multi-purpose athletic fields

Designed for permanent or semi-permanent installation with your choice of standard or European backstays.

Recommended for: High School and Town Programs

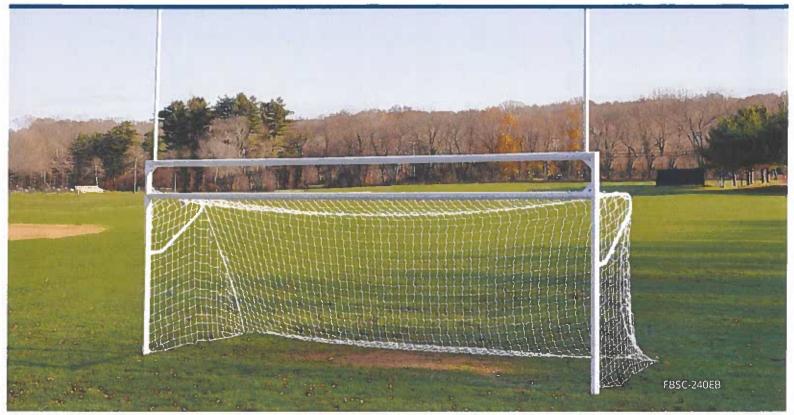
Features:

- 4" round extruded aluminum soccer uprights and crossbars, powder coated white
- · 2" removable soccer backstays
- 10' tall x 2%" aluminum football uprights
- Features Jaypro Sports flush mount Easy Track[™] net attachment system with clips
- Soccer Dimensions 8' x 24' x 4' x 10'
- Aluminum ground sleeves with locking caps (SGP-445G) sold separately
- Nets (SND-8 recommended), post padding, and ground sleeves sold separately

Goal with Standard Backstays FBSC-240 (PAIR)

Goal with European Backstays FBSC-240EB (PAIR)

Jaypro Sports - Soccer Combo Goal, continued



GOAL FEATURES:



Football



European Backstay



Standard Backstay

Aluminum Ground Sleeves (Set of 4) SGP-445G (SET)



Net attachment around entire frame



Gusset

