PACIFIC GROVE UNIFIED SCHOOL DISTRICT

SPECIFICATION

FOR

Project Title: Pacific Grove High School Roofing and Painting

Bid Number: D84

Bid Issued	3/19/2026
Mandatory Pre-Bid Walk	11:00 AM on 4/1/2026
Bid Questions Due	12:00 PM on 4/7/2026
Bid Due Date	11:00 AM on 4/14/2026
Bid Opening	11:15 AM on 4/14/2026

1st Publication Date: _____

2nd Publication Date: _____

NOTICE TO BIDDERS

CALL FOR BIDS
Bid Number: D84
Title: Pacific Grove High School Roofing and Painting

The Pacific Grove Unified School District is requesting bids for: Pacific Grove High School Roofing and Painting

Call for Bids (CFB) must be received prior to 11:00AM., on **4/14/2026**. CFB's must be submitted in a sealed envelope, marked with the Name and Address of the bidder and the **Bid Number** and **Project Title**, and returned to the Pacific Grove Unified School District, District Office at 435 Hillcrest Ave, Pacific Grove, CA 93950.

A mandatory site visit will be held at Pacific Grove High School 615 Sunset Ave, Pacific Grove, CA 93950 on Wednesday April 1, 2026, at 11:00 AM. Bidders are to meet at Parking lot A near the gymnasium to sign in. Additional materials may be dispersed at the site visit.

Bids received later than the designated time and specified date will be returned to the bidder unopened. Emails or Facsimile (FAX) copies of the proposal will not be accepted. The District reserves the right to accept or reject any or all proposals or any combination thereof and to waive any informality in the bidding process. Bids will be open at the District Office at 11:15 AM on 4/14/2026.

Copies of the Call for Bids (CFB) documents may be obtained from **Pacific Grove Unified School District, Maintenance, Operations, & Transportation Depart 435 Hillcrest Ave, Pacific Grove, CA 93950,** or at https://www.pgusd.org/Parents--Community/Facilities/BID-OPPORTUNITIES/index.html

Bid Questions: **Email to:** facilities@pgusd.org

TABLE OF CONTENTS

NOTICE TO BIDDERS 2
INTRODUCTION TO BID 5
PURPOSE OF BID 5
OVERVIEW OF THE DISTRICT 5
INSTRUCTIONS FOR BIDDERS 5
BIDS/PROPOSALS 5
DEFINITIONS 6
THE BID 7
BID BOND 7
FACSIMILE/EMAIL 7
RESPONSIBLE BIDDER 7
NON-COLLUSION 8
CONTRACTOR QUALIFICATION 8
SUBCONTRACTORS 8
SITE INSPECTION 8
INTERPRETATION OF SPECIFICATIONS 9
ADDENDA- 9
UNBALANCED BID 9
WITHDRAWAL OF BID 9
BID NEGOTIATIONS 9
BID EXCEPTIONS 9
BID REJECTION or ACCEPTANCE 10
BID PROTEST 10
SCOPE OF WORK 11
ACKNOWLEDGMENT OF CONDITIONS- 11
GENERAL REQUIREMENTS 13
SPECIFICATIONS 13
BID SCHEDULES 17
BASIS OF AWARD 17
BID ITEM DESCRIPTIONS 18
BID ITEMS 1-4 18

TIME AND MATERIAL LABOR RATES – BID ITEMS 4-9 18
MATERIALS MARK-UP 19
ANCILLARY - 19
CONTRACTUAL REQUIREMENTS 19
EXECUTION OF CONTRACT (AWARD) 19
ASSIGNMENT OF CONTRACT OR PURCHASE ORDER 20
DEFAULT BY CONTRACTOR 20
PREVAILING WAGE 20
PRICES 21
TAXES 21
INSURANCE 21
INDEMNIFICATION 21
WAIVER OF SUBROGATION 22
PERFORMANCE GUARANTEE 22
MATERIAL AND LABOR SURETY 22
ESCROW 22
SEVERABILITY 23
TERMINATION WITHOUT CAUSE 23
DELIVERY 23
QUANTITY AND QUALITY OF MATERIALS OR SERVICES 23
AMERICAN MADE PRODUCTS 23
SAFETY DATA SHEETS 23
PROTECTION OF WORK AND SITE SAFETY 23
SAMPLES 24
ELECTRICIAN - 24
REMOVAL OF OBSTRUCTIONS - 24
UNDERGROUND UTILITIES 24
UTILITY COMPANY COORDINATION 24
DUST CONTROL - 24
CONNECTION TO EXISTING UTILITIES 24
INSPECTION OF WORK 25
RECORD DRAWINGS 25
ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS 25

PAYMENT AND TERMS 28
INVOICES AND PAYMENTS 28
CERTIFIED PAYROLL 28
CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH STANDARDS 29
WORKER'S COMPENSATION 29
Appendix: 29
DOCUMENTS DUE WITH BID 29
CONTRACT DOCUMENTS 30

INTRODUCTION TO BID

PURPOSE OF BID

The purpose of this bid is to solicit offers from qualified General Contractors to provide Roofing Encapsulation, Painting and Gutter & Downspout replacement of selected buildings at the Pacific Grove High School. The Work shall include but not be limited to: Removal of gravel ballast, wood rot and termite damage repairs, roof patching, roof encapsulation, gutter and downspout replacement, and painting.

OVERVIEW OF THE DISTRICT

The Pacific Grove Unified School District ("District") is located in Monterey County. The District consists of two elementary schools, one middle school, one high school, one community high school, one charter school, one adult school and a district office. The District serves approximately 1,800 students in the city of Pacific Grove. The District's administrative offices are located at 435 Hillcrest Ave, Pacific Grove, CA 93950.

INSTRUCTIONS FOR BIDDERS

BIDS/PROPOSALS- To receive consideration, Bids/Proposals shall be made in accordance with the following terms:

Contractors shall follow the instructions contained within this document. All documents and information requested in this document must be completed using the forms supplied in the Call for Bids except where noted in the instructions.

Pacific Grove Unified School District ("District") will evaluate information submitted by the apparent low Bidder and, if incomplete or unsatisfactory to the District, Bidder's bid may be rejected at the sole discretion of the District.

1. The District will receive sealed bids from bidders as stipulated in the Notice to Bidders.

    a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.

    b. Bids must be submitted to the District Office, 435 Hillcrest Ave, Pacific Grove, California 93950. All bids shall be on the forms provided by the District and must be received by the date and time shown in the Notice to Bidders. *If the bidder hand delivers the Bid, it is the Bidders responsibility to ensure that the office stamps the date and writes the time received on the envelope.*

    c. Bids must contain all documents as required herein.

    d. Bidders must submit Bids on the forms provided by the District included in the Bid package. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. When additional sheets are necessary, they are to be supplied with the required forms and NOT in lieu of.

    e. Bid Forms shall not be modified. Bidders shall NOT submit forms that have been reformatted or retyped. Bidders shall NOT make additions or deletions to forms. The District reserves the right to reject any bid containing erasures, deletions, or illegible contents.

    f. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Office for use by bidders or their representatives.

DEFINITIONS – For the purposes of this document, the following definitions shall apply:

ADA: The Americans with Disabilities Act

BIDDER: Party submitting a bid for consideration by the District.

CBC: California Building Code, latest version.

BID: For the purpose of this document the terms *proposal* and *bid* are synonymous, meaning to offer to provide and service(s) or product(s) at a specified fee.

CONTRACT: For the purpose of this document the terms *contract, agreement,* and *purchase order* are synonymous, meaning a written agreement intended to be enforceable by law.

CONTRACTOR: The term Contractor refers to and indicates the party or parties contracting to perform the work to be done in pursuance of this contract and specifications.

DISTRICT: The Pacific Unified School District, Locates in the City of Pacific Grove, CA.

DSA: The State of California Division of State Architect.

PLANS: The project plans referred to herein.

SPECIFICATIONS: This document in its entirety.

THE BID – All items on the forms should be stated in figures, and signatures of all individuals must be in long hand. The completed forms shall be without interlineations, alterations, or erasures. Unsigned bids will not be accepted.

BID BOND- If required Bidders must submit with their Bids cash, a cashier's check, or a certified check payable to the District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of base Bid, plus all additive alternates when applicable. If the Bidder chooses to provide a Bid Bond as security, the Bidder must use the required form of corporate surety provided by District. The Surety on the Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered. If the Bidder to whom a contract is awarded ("Contract" or "Agreement") fails or neglects to enter into Contract and submit required bonds, insurance certificates, and all other required documents, within SEVEN (7) calendar days after the date of the Notice of Award, District may deposit a Bid Bond, cash, a cashier's check, or a certified check for collection, and proceeds thereof may be retained by the District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of the District. It is agreed that calculation of damages the District may suffer because of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.

FACSIMILE/EMAIL – Facsimile copies or Emails of bids will not be accepted.

RESPONSIBLE BIDDER - Responsible bidder as it pertains to this contract shall be as follows:

1. Standards of Responsibility: The District may reject bids on the basis of non-responsibility. A responsible bidder is one that has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance of the contract. Factors to be considered in determining whether the standard of responsibility has been met include whether a bidder has:
    a. The appropriate financial, material, equipment, facility, capacity (adequate workforce to complete the job in a timely fashion) and personnel resources, including all required certifications, licenses, and expertise necessary to indicate its capacity to meet all contractual requirements, including the following specific requirements:
        i. Adequate workforce to meet multiple critical work schedules at once;
        ii. Ability to start projects on the commencement dates set forth by the District and satisfactorily complete them within the District's stated time limits.
    b. A satisfactory record of performance, including but not limited to any prior work performed by bidder for the District or other agency;
    c. Evidence of bidder's ability to provide the required bonding and insurance capacity. Apparent low bidder with cash or cashier's check as bid bond is required to submit a pre-

qualification letter from an acceptable surety or cashier's check as performance bond within fourteen (14) calendar days of the bid opening;

d. A satisfactory record of integrity, diligence, and professionalism in the specific contract work;
e. The legal qualifications to contract with the District; and
f. Supplied all information requested by the District in connection with the inquiry concerning responsibility.

NON-COLLUSION- Bidders shall submit the Non-Collusion Declaration with their Bid. Bids submitted without the Non-Collusion Declaration shall be deemed non-responsive and will not be considered.

CONTRACTOR QUALIFICATION- All contractors must submit with their Bids a Contractor Qualification Information Form. This for includes information necessary to demonstrate to the District that the Contractor is duly qualified to perform the work for which they are bidding.

SUBCONTRACTORS- Bidders must submit with the Bid the Designated Subcontractors List for those subcontractors who will perform any portion of the Project, ("Subcontractor") including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings and/or specifications contained in the Call For Bids, in excess of one half of one percent (0.5%) of the total Bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered. After bids are accepted no Subcontractor substitutions can be made.

All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.

1. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the MCOE within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
2. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
    a. The subcontractor is registered prior to the bid opening.
    b. The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
    c. The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.

SITE INSPECTION- When a mandatory pre-bid conference and/or site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. During site visits or pre-bid conferences no questions will be answered or documented. All Bid Questions resulting from a site visit and/or pre-bid conference must be submitted in writing to The Maintenance, Operations & Transportation Department, at facilities@pgusd.org. All bid questions must

be received 72 hours prior to the bid close to allow sufficient time for the District to answer questions. The bid due date may be extended at the discretion of the District to allow sufficient time to answer bid questions when necessary.

INTERPRETATION OF SPECIFICATIONS- Should a Bidder be in doubt as to the true meaning of any item in the Specifications or should Bidder discover items containing discrepancies or omissions, the District shall be immediately notified. All requests for interpretations must be submitted ninety-six (96) hours before bid opening. All questions must be directed to the Maintenance, Operations and Transportation department by emailing facilities@pgusd.org. The project name and number must be referenced in all communications.

ADDENDA- The District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the site visit and/or pre-bid conference. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District, if any, shall constitute the sole and exclusive record and statement of the results of bid questions. Such addenda are to be considered as part of the contract documents. No addenda can be issued less than forty-eight (48) hours before bid opening without an accompanying bid time extension. The District reserves the right to extending the bid period. Bidders must acknowledge all addenda if any on the Acknowledgement of Addenda Form and submit the form with their Bid. When Addenda are issued, Bids submitted without the Acknowledgement of Addenda Form shall be deemed non-responsive and will not be considered.

UNBALANCED BID - Bids which are unbalanced may be rejected. For the purposes of this section, an unbalanced bid is a bid that has unit prices based on nominal prices for some items of work and enhanced unit prices for other items of work, and the amount and manner in which the unit prices are distributed is not reflective of the true cost to perform the work. Any unbalanced bid may be rejected by the District whether the result of the unbalanced bid increases the cost of the project to the District or not.

WITHDRAWAL OF BID – Bid proposals may be withdrawn by the bidders prior to the time fixed for the opening of bids. However, No Bidder may withdraw their bid for a period of **ninety (90) days** from the date of opening of the bids for the purpose of reviewing the bids and investigating the qualifications of Bidders, prior to awarding of the contract. A successful bidder shall not be relieved of the bid submitted without the District's consent or bidder's recourse to Public Contract Code Sections 5100 et. seq.

BID NEGOTIATIONS – A bid response to any specific item of this bid with terms such as "negotiable", "will negotiate" or of similar intent, will be considered as non-responsive to the specific item.

BID EXCEPTIONS – All exceptions which are taken in response to this bid must be stated clearly. The taking of bid exceptions or providing false, incomplete, or unresponsive statements may result in the disqualification of the bid. Allowance of exceptions will be determined by the governing board whose decisions shall be final. Any bid exceptions or additional conditions requested after bid closure, which

are not detailed within the bid response, may result in disqualification of the bid. No oral or telegraphic modification of any bid submitted will be considered.

BID REJECTION or ACCEPTANCE- The District reserves the right to reject any or all bids as the best interests of the District may dictate and, to the extent permitted by law, waive any irregularity in any bid. If there is any reason for believing that collusion exists among the bidders, the District may reject any or all bids. The District may purchase an individual item or combination of items, whichever is in the best interest of the District, provided also that bidder(s) may specify that the District's acceptance of one item shall be contingent upon the District's acceptance of one or more additional items submitted in the same bid. Bids shall remain open and valid and subject to acceptance for ninety (90) calendar days after the bid opening.

BID PROTEST - Any Bid protest by any Bidder regarding any other Bid must be submitted in writing to the District, before 5:00 p.m. of the FIFTH (5TH) business day following Bid opening.

1. Only a Bidder who has submitted a Bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a Bid protest. Subcontractors are not eligible to submit Bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.

2. A Bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the Bid protest deadline will not be considered.

3. The protest must refer to the specific portions of all documents that form the basis for the protest.

    a. Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a Bid protest or grounds for considering the Bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.

    b. Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a Bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:

        i. The Subcontractor is registered prior to the Bid opening.

        ii. The Subcontractor is registered and has paid the penalty registration fee within 24 hours after the Bid opening.

        iii. The subcontractor is replaced by another registered Subcontractor pursuant to Public Contract Code section 4107.

4. The protest must include the name, address and telephone number of the person representing the

protesting party.

5. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

6. The procedure and time limits set forth in this paragraph are mandatory and are each Bidder's sole and exclusive remedy in the event of Bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the Bid protest, including filing a Government Code Claim or legal proceedings.

SCOPE OF WORK

ACKNOWLEDGMENT OF CONDITIONS- By submitting a Bid, bidders are acknowledging that they have fully examined the bid requirements, clearly understand the scope of work, logistical requirements and have had any bid questions sufficiently answered. Bidders must complete the tasks listed below as a condition of bidding. Submission of a Bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:

a. Bidder has visited the site, if required, and has examined to the extent necessary to understand the Work, the project and work sites, location, and conditions, including as-built conditions, and all local conditions. Understands and has knowledge of applicable federal, state and local laws, and regulations that in any manner may affect site mobilization, cost, progress, performance, or timely completion of the Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by bidder and safety precautions and programs incident thereto;

b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground utilities, and all other physical conditions at or adjoining the Work Site or otherwise that may affect the site mobilization, cost, progress, performance, or timely completion of the Work, as Bidder considers necessary for the performance of the Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by the Bidder for such purposes;

c. The Bidder has full knowledge of the results of all such observations, examinations, investigations, explorations, tests, reports, and studies as related to the terms and conditions of the Contract Documents;

d. The Bidder has given the District prompt written notice of all perceived conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to the Bidder;

e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that the Bidder believes any representative of the District or other officer, or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;

f. The Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Contract that it performed prior to bidding. The Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.

g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, the District only warrants, and the Contractor may only rely, on the accuracy of limited types of information.

    i. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and the Contractor is required to make such verification as a condition to bidding. In submitting its Bid, Contractor shall rely on the results of its own independent investigation. In submitting its Bid, Contractor shall not rely on District-supplied information regarding above-ground conditions or as built conditions.

    ii. As to any subsurface condition shown or indicated in the Contract Documents, Contractor may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. The District is not responsible for the completeness of such information for bidding or construction; nor is the District responsible in any way for any conclusions or opinions that the Contractor has drawn from such information; nor is the District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas adjoining areas where a subsurface condition is shown).

h. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:

i. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and

ii. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or adjoining to the Site that has been utilized by Architect in preparing the Contract Documents.

iii. These reports and drawings are not Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, the Contractor may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, the Contractor must make its own independent investigation of all conditions affecting the Work and must not rely solely on information provided by District.

GENERAL REQUIREMENTS

The Contractor shall supply labor, materials and supervision necessary to complete the full scope of work as per specifications provided. Manufacturer specifications and instructions for application of materials selected shall be followed to insure applicability of warranty. The Contractor shall supply a project schedule (Gantt Chart) outlining the milestones and critical path tasks to insure a successful outcome of the project. The Contractor shall provide all necessary supervision and management of the Contractors employees and all sub-contractors involved in the execution of the work. An open line of communication shall be maintained with the District for the duration of the project, including after-hours response to issues arising from and related to the scope of work.

The District's preferred order of execution shall be as follows:

1. Building Q (gymnasium & weight room)
2. Building P (locker rooms)

SPECIFICATIONS

Roofing Specification: The roof of the gymnasium & weight room (building Q) and if awarded as an additive alternate the locker rooms (building P) shall be encapsulated with a liquid applied seamless roof coating Weatherweld R-16-30-A brand or equal. Weatherweld specifications can be found by following the link below: https://www.weatherweld.com/technical

The manufacturers' specific instruction for the approved roofing product shall be followed. The following scope of work is typical of liquid applied seamless fiber reinforced roofing systems. This scope of work is provided for the benefit of bidding purposes only.

1. Remove and Dispose of All Loose Gravel.
   1.1 Protect all roof vents and rooftop mechanical systems to prevent gravel from being introduced into plumbing or HVAC systems.
   1.2 Use vacuum to remove gravel ballast.
2. Roof Preparations (Adhesion assurance).
   2.1 Power wash roofs, ensuring that the runoff is diverted from storm water systems.
   2.2 Remove rust, scale, dirt, dust, bird feces, moss, lichens, and similar contaminates.
   2.3 Remove loose, peeling or flaking portions of existing roof system.
   2.4 Careful attention should be taken not to force water into or dame the existing roofing system.
   2.5 Rinse the roof a minimum of two times to ensure all cleaning agents are off the roof.
   2.6 The roof must be fully dried before the application process can begin.
3. Flashings and Edge Metal.
   3.1 Remove and replace all edge metal flashings. (See detail sheets)
   3.2 Remove and dispose of gutters & downspouts.
   3.3 Ensure all existing flashings and pipe jacks are serviceable.
   3.4 Replace all flashings that are compromised with new.
   3.5 Correct any incorrectly installed roofing components.
   3.6 Confirm no existing conditions will compromise the integrity of the new roofing system.
4. Polyester Leveling System
   4.1 Spot clean roof as need to avoid adhesion issues.
   4.2 Apply emulsion at 15 gallons for every 100 square feet of roof.
   4.3 Thoroughly embed polyester in the emulsion
   4.4 Ensure polyester is brought to the top of base flashings. (See detail sheets)
   4.5 Allow to dry to accept foot traffic prior to proceeding to next step.
5. Seamless Roofing Material
   5.1 Ensure the roof is free of debris prior to starting application.
   5.2 Apply undiluted asphalt emulsion at 30 gallons for every 100 square feet of roof.
   5.3 Apply fiberglass reinforcing at 16 pounds for every 100 square feet of roof.
   5.4 No water or solvents can be added to emulsion to extend pot life or thin emulsion.
   5.5 Fiberglass and emulsion require thorough mixing prior to application.
   5.6 Fiber must be disbursed using the applicator in varying lengths and intertwined up to 24 inches.
   5.7 Loose strands are to be brushed by hand, removed, or filled in to ensure a continuous surface.
   5.8 The completed roof application must attain a dry film thick (DFT) of 250 millimeters.
   5.9 All roof flashings require additional material application to achieve a DFT of 500 millimeters.
   5.10 Base flashing, roof penetrations and similar areas where wet material application exceeds 500 millimeter will require hand brushing to prevent crazing.
6. Reflective Coating
   6.1 Wash roof down with clean water.
   6.2 Allow roof to thoroughly dry. Use moisture meter to ensure dryness.
   6.3 The reflective coating shall be title 24 compliant.
   6.4 Apply 2 layers of coating at 1.5 gallons for every 100 square feet of roof. The combined layers should be equal to 3 gallons per 100 square feet of roof.
   6.5 Each layer of coating application shall be back rolled to ensure uniform coverage.
7. Roof Accessories Once Reflective Coating is completed storm collars, pipe stands, cap flashings, scupper drain covers, and similar devices can be installed.

8. Gymnasium Roof Vent Specification
   8.1. There are 4 each 36” x 36” static roof vents that require replacement.
   8.2. PGUSD will supply the roof vents due to long lead time.
   8.3. Contract shall remove and dispose of the existing roof vents
   8.4. New vents shall be installed manufacturers specification prior to application of liquid applied

seamless roof coating.

Gutter Specification: Gutters shall be commercial roll formed 7" box gutters. The gutter shall be *Kynar* or similarly coated aluminum.

9. Gutters & Downspouts
   - 8.1 Gutters and downspouts shall be installed after roofing and painting are completed.
   - 8.2 Gutters shall be roll formed continuous gutters not to exceed 50 linear feet between seams.
   - 8.3 Downspouts are to be installed in the same locations where downspouts were originally installed.
   - 8.4 Downspouts where applicable are to be attached to existing drains. Where not attached to drains, gutter shall have 75-degree elbows installed to divert water away from foundation.
   - 8.5 Gutters shall be attached with corrosion resistant fasteners and hangers. Fasteners, if not stainless steel, must have neoprene or nylon washers to prevent electrolysis.

Wood Rot Specification: It is impossible to fully assess the roofs with the gravel ballast in place. As such the following covers how wood rot will be addressed for this project.

10. Wood Rot Repairs
    - 9.1 Fascia Replacement
      - 9.1.1 Inspect fascia boards when removing Edge metal flashings and gutters.
      - 9.1.2 Document linear feet of fascia requiring replacement and notify the District representative.
      - 9.1.3 Provide a Proposed Change Order based on time and materials rates and obtain approval prior to performing any work. All replacements shall be made with like-kind materials.
      - 9.1.4 Wood replacement materials and labor shall be accomplished by skilled carpenters and a journeyman carpenter at minimum shall supervise any work performed by apprentices.
    - 9.2 Roof Sheathing
      - 9.2.1 Inspect roofs when removing gravel and cleaning.
      - 9.2.2 Notify the District when areas of suspect wood rot are discovered.
      - 9.2.3 Provide a Proposed Change Order based on time and materials rates and obtain approval prior to performing any work. Estimate shall include the cost to remove and patch in roofing in area of wood rot replacement. All replacements shall be made with like-kind materials.
      - 9.2.4 Wood replacement materials and labor shall be accomplished by skilled carpenters and a journeyman carpenter at minimum shall supervise any work performed by apprentices.

Painting of buildings shall be coordinated in proper phase with roofing progress. The paint colors shall be supplied by the District. The contractor shall include in the cost of work all paint, primers, patching materials, caulking, glazing material, masking materials, brushes, roller and standard paint equipment, as necessary to properly prepare and paint. All painting shall be accomplished with a standard of care that adheres to PDCA Industry Standards. Primers used must be compliant with paint manufacturers' recommendation.

10 Painting Preparation
   - 10.1 All surfaces are to be pressure washed.
   - 10.2 Loose paint is to be removed, edges feathered, and spot primed.
   - 10.3 All new wood or fiber cement shall be primed before painting.
   - 10.4 Concrete and masonry shall be primed with appropriate primer as per manufacturers' recommendation. Sherwin Williams, Loxon primer or Equivalent.
   - 10.5 Rusty metal including conduits and electrical enclosures shall be sanded and/or wire

brushed and treated with a rust converter.

10.6 Metal doors and door trim shall be scuffed and sanded as needed then apply one coat of tinted Sherwin-Williams, Pro Industrial DTM Acrylic Primer/Finish or equivalent.

10.7 Cracks in stucco or masonry shall be patched or filled with appropriate cementitious product.

10.8 Staples, pins, nails, used to hang banners signs etc. shall be removed. Tape and tape residue shall be sanded or scraped off surfaces to be painted.

10.9 Paintable elastomeric caulking shall be used to fill gaps around door frames, conduits, pipes etc.

10.10 Plants adjacent to buildings shall be tied back covered with burlap to allow for painting behind plants.

10.11 Drop cloths and/or plastic sheeting shall be used to protect sidewalks, murals or other areas not being painted.

10.12 Spills, drops or overspray shall be cleaned up readily and surfaces shall be returned to their original condition.

11 Painting

11.1 Paint shall not be diluted or thinned.

11.2 Only the specified paints can be used, this will ensure the desired Dry Film Thickness is achieved. Thinning or use of paint with a lesser solids content will result in Contractor painting additional coats of paint at no-charge to the District.

11.3 When spraying surfaces backrolling with a wet roller is required to ensure even coat and filling of pinholes or voids.

11.4 Exterior fire sprinkler pipes shall be painted with Rustoleum “Stops Rust” Protective Enamel or similar rust preventative paint. Sprinkler heads shall not be painted.

11.5 Metal surfaces shall be painted with a Direct to Metal (DTM) paint. The paint shall be Sherwin-Williams, DTM Acrylic semi-gloss or equivalent.

11.6 Concrete and masonry shall be painted with Sherwin-Williams, Conflex-SherLastic or equivalent.

11.7 Siding, Eaves, and Wood shall be painted with Sherwin Williams, Duration Low Luster or equivalent.

11.8 Fascia and Trim shall be painted with Sherwin Williams, Emerald Urethane trim Enamel or equivalent.

11.9 Exterior conduits and pipes other than fire sprinkler pipes shall be painted the same color as adjacent wall colors.

BID SCHEDULES

BASE BID SCHEDULE		
Building Q Gymnasium		
Item	Description	Cost
1	Roof Coating	$
2	Painting	$
3	Gutters & Downspouts	$
4	Siding Replacement	$
A	**Total Base Cost Building Q**	**$**

ADDITIVE ALTERNATE BID SCHEDULE		
Building P Locker rooms (Additive Alternate)		
Item	Description	Cost
1	Roof Coating	$
2	Painting	$
3	Gutters & Downspouts	$
B	**Total Cost Building P**	**$**

TIME AND MATERIAL LABOR RATES		
Item	Description	Hourly Rate
4	Journeyman Carpenter	$
5	Apprentice Carpenter	$
6	Laborer	$
7	Journeyman Roofer	$
8	Apprentice Roofer	$
9	Foreman Hourly Rate (Supervision)	$
T&M Total (4+5+6+7+8+9)		**$**

BASE BID TOTAL	
Total Base Bid(A)	$
T&M Total (4+5+6+7+8+9)	$
Combined Bid Total	**$**

BASIS OF AWARD

Award of contract, if any is made, shall be made to the Contractor with the lowest responsive, responsible bid based on the Base Bid Total. The lowest bid shall be based on the lowest Base Bid price combined with the Time and Material rates (items 1-9), without consideration of the prices on the additive items. In order to ensure a fair bidding process, every box in the bid schedule must have a dollar amount to cover costs associated with the corresponding bid item description, regardless of whether the bidder assumes the

service will not be required during the potential contract period. Zero-dollar amounts will be interpreted as no-charge items for which the District may request services and will not be invoiced.

BID ITEM DESCRIPTIONS

This section covers details of individual items of the Bid Schedule to ensure that it is clear as to what is to be included in each item. The costs submitted with each item are to reflect the work to be completed under that bid item only. Payment of all the following items shall be for actual materials installed on the job and for actual work accomplished.

BID ITEMS 1-4

1. Roofing - Measurement and payment for this item shall be on a Lump Sum basis for each building. The bid shall pay for all the costs of mobilization and demobilization to site. The work shall include preparatory and cleanup work necessary for performance of the scope. All materials, labor, equipment, consumables, and incidentals necessary to complete the scope shall also be included in the bid.

2. Painting - Measurement and payment for this item shall be on a Lump Sum basis for each building. The bid shall pay for all the costs of mobilization and demobilization to site. The work shall include preparatory and cleanup work necessary for performance of the scope. All materials, labor, equipment, consumables, and incidentals necessary to complete the scope shall also be included in the bid.

3. Gutters & Downspouts - Measurement and payment for this item shall be on a Lump Sum basis for each building. The bid shall pay for all the costs of mobilization and demobilization to site. The work shall include preparatory and cleanup work necessary for performance of the scope. All materials, labor, equipment, consumables, and incidentals necessary to complete the scope shall also be included in the bid.

4. Siding Replacement - Measurement and payment for this item shall be on a Lump Sum basis for each building. The bid shall pay for all the costs of mobilization and demobilization to site. The work shall include preparatory and cleanup work necessary for performance of the scope. All materials, labor, equipment, consumables, and incidentals necessary to complete the scope shall also be included in the bid.

TIME AND MATERIAL LABOR RATES – BID ITEMS 4-9

5. Journeyman Carpenter - Measurement and payment for this item shall be based on an hourly price paid for furnishing all Journeyman Carpenter labor, tools, equipment, and all incidentals for work involved in repairs of wood rot or termite damage.

6. Apprentice Carpenter - Measurement and payment for this item shall be based on an hourly price paid for furnishing all Apprentice Carpenter labor, tools, equipment, and all incidentals for work involved in repairs of wood rot or termite damage.

7. Journeyman Roofer - Measurement and payment for this item shall be based on an hourly price paid for furnishing all Journeyman Roofer labor, tools, equipment, and all incidentals for work involved in repairs of wood rot or termite damage.

8. Apprentice Roofer - Measurement and payment for this item shall be based on an hourly price paid for furnishing all Apprentice Roofer labor, tools, equipment, and all incidentals for work involved in repairs of wood rot or termite damage.

9. Laborer - Measurement and payment for this item shall be based on an hourly price paid for furnishing all Journeyman Laborer labor, tools, equipment, and all incidentals for work involved in repairs of wood rot or termite damage.

10. Supervision - Measurement and payment for this item shall be based on an hourly price paid for furnishing all Supervision labor, tools, equipment, and all incidentals for work involved in repairs of wood rot or termite damage.

MATERIALS MARK-UP – Materials mark-up shall be limited to a maximum of cost plus 15%. The District reserves the ability to obtain copies of receipts upon request.

ANCILLARY - Payment for any items that do not have instruction indicating where expenses for said items are to be accounted for are to be considered ancillary to the work and accounted for in every one of the lump sum or unit price items and no additional compensation will be allowed therefor.

CONTRACTUAL REQUIREMENTS

EXECUTION OF CONTRACT (AWARD) – The District shall award the Contract to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot. In the event all Bids exceed the bid threshold, the District's Governing Board may elect to pass a resolution to award the Contract to the lowest responsible Bidder. Issuance of a Purchase Order shall be evidence the contractual agreement between the bidder(s) and the District and the bidder's acceptance of these Bid Instructions and Conditions. The District reserves the right of determination that items bid meet or do not meet bid specifications. Further, the District reserves the right to accept or reject any or all bids and to waive any informality in the bidding.

1. The Bidder to whom a Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the SEVENTH (7th) calendar day following the date of the Notice of Intent to Award. Failure to properly and timely submit these documents entitles District to reject the bid as non-responsive.

    a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.

    b. Performance Bond (100% of Contract Price): On the form provided in the Contract Documents and fully executed as indicated on the form. (when required)

    c. Payment Bond (100%) (Contractor's Labor and Material Bond): On the form provided in the Contract Documents and fully executed as indicated on the form. (when required)

    d. Certificates of Insurance and Endorsements, as required.

    e. Workers' Compensation Certification.

f. Prevailing Wage and Related Labor Requirements Certification.

g. Drug & Tobacco Free Workplace Certification.

h. Hazardous Materials Certification. (when required)

i. Lead-Based Materials Certification. (when required)

j. Criminal Background Investigation/Fingerprinting Certification.

k. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers

ASSIGNMENT OF CONTRACT OR PURCHASE ORDER – The Bidder(s) shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the bond, if any, and the District.

DEFAULT BY CONTRACTOR – The District shall hold the bidder(s) responsible for any damage which may be sustained because of failure or neglect to comply with any terms or conditions listed herein. It is specifically provided and agreed that time shall be of the essence in meeting the contract delivery requirements. If the successful bidder(s) fails or neglects to furnish or deliver any of the materials, supplies or services listed herein at the prices named and at the time and place herein stated or otherwise fails or neglects to comply with the terms of the bid, the District may, upon written notice to the bidder, cancel the contract/purchase order in its entirety or cancel or rescind any or all items affected by such default, and may, whether or not the contract is cancelled in whole or in part, purchase the materials, supplies or services elsewhere without further notice to the bidder. The prices paid by the District at the time such purchases are made shall be considered the prevailing market price. Any extra cost incurred by such default may be collected by the District from the bidder or deducted from any funds due the bidder.

PREVAILING WAGE - Local prevailing wage rates shall be paid in accordance with Sections 1770, 1773, and 1782, as amended, of the California Labor Code. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Wage determinations can be found at https://www.dir.ca.gov/oprl/dprewagedetermination.htm. In accordance with the provisions of Section 1773.3 of the Labor Code, the District shall provide notice to the Department of Industrial Relations (DIR) of the award of any public works contract subject to the requirements of Chapter 1 of the Labor Code, within five days of the award. The notice shall be transmitted electronically in a format specified by the DIR (see https://www.dir.ca.gov/pwc100ext/) and shall include the name of the contractor, any subcontractor listed on the successful bid, the bid and contract award dates, the contract amount, the estimated start and completion dates, job site location, and any additional information the DIR specifies that aids in the administration and enforcement of this chapter. Any Bidder contractor awarded a public works contract that uses a craft or classification not in the general prevailing wage determinations may be required to pay the wage rate most closely related in the general determinations, effective at the time of the call for bids.

PRICES – Prices should be typed and shown as instructed on the bid form for each item, in the amount of quantity specified in the bid form. Taxes shall not be included. Errors may be crossed off and corrections made prior to bid opening only and must be initialed in ink by the person signing the bid or bidder's authorized representative. If during the contract period there should be a decrease in prices of the items bid, a corresponding decrease in prices on the balance of the deliveries shall be made to the District for as long as the lower prices are in effect, but at no time shall the prices charged the District exceed the prices bid. The District shall be given the benefit of any lower prices which may, for comparable quality and delivery be given by the contractor to any other school district or any other state, county, municipal or local governmental agency in Monterey County for products listed herein.

TAXES – Taxes shall not be included in unit prices. The District will pay only the State Sales and Use Tax; however, California Use Tax will be paid to out-of-state vendors only when their permit number is shown on both their bid and invoices. The successful bidder(s) shall list separately any taxes payable by the District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. Federal Excise Tax is not applicable, as school districts are exempt therefrom. The District, upon request, shall furnish the contractor such Federal Tax Exemption Certificates as may be required,

INSURANCE – The successful bidder(s) shall maintain insurance adequate to protect him from claims under Workers' Compensation Laws and from claims for damages for personal injury, including death and damage to property, which may arise from bidder's operations under the contract. Also, the bidder may be required to file proof of such insurance, naming Pacific Grove Unified School District as an additional insured by separate endorsement as follows: The bidder is required to provide proof of insurance to the Governing Board of a comprehensive general liability insurance policy providing occurrence-based coverage to be in effect during the term of the contract. Bodily Injury shall be $1,000,000, combined single limit or $1,000,000 per person, $1,000,000 per accident. Property Damage shall be $500,000 per loss. Failure to furnish such evidence and insurance, if required, may be considered default by the bidder(s). Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless otherwise acceptable to the Entity. Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13.

INDEMNIFICATION - To the fullest extent permitted by law, Contractor agrees to indemnify, investigate, defend (at Contractor's sole cost and expense and with legal counsel reasonably approved by District), protect and hold harmless, the District, its officials, officers, employees, agents, and representatives from and against any and all claims [including, without limitation, claims for bodily injury or death (including but not limited to Contractor, persons employed by Contractor, persons acting on behalf of Contractor, and third parties) or damage to property], demands, obligations, losses, damages, actions, causes of action, suits, judgments, fines, penalties, liabilities, defense costs, and expenses (including, without limitation, reasonable attorneys' fees, disbursements, and court costs, and all other professional, expert, or Contractors' fees and costs) of every kind or nature arising out of or in connection with or relating to any work or activities of Contractor (or Contractor's contractors or subcontractors, if any) conducted under this Agreement or arising out of the failure on Contractor's part to perform their

obligations under this agreement. Except as provided by law, the indemnification provisions stated above shall apply regardless of the existence or degree of fault of the District, except for those claims which arise out of the active negligence, sole negligence, or willful misconduct of the District.
Notwithstanding the provisions of the above paragraph, Contractor agrees to assume all risk and to indemnify and hold harmless the District from and against any and all claims, demands, defense costs, liability, expense, or damages of any kind or nature arising out of or in connection with damage to or loss of any property belonging to Contractor or Contractor's employees, contractors, representatives, patrons, guests, or invitees.

Contractor further agrees to indemnify District for damage to or loss of District property arising out of or in connection with Contractor's work associated with this Agreement or arising out of any act or omission of Contractor or any of Contractor's employees, agents, contractors, representatives, patrons, guests, or invitees, excepting such damage or loss arising out of the negligence of the District.
Right of general supervision by the District shall not make the Contractor an agent of the District, and the liability of the Contractor for all damages to persons or to public or private property arising from the Contractor's execution of the work shall not be lessened because of such general supervision.

WAIVER OF SUBROGATION - Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Entity for all work performed by the Contractor, its employees, agents, and subcontractors.

PERFORMANCE GUARANTEE – The successful bidder(s) may be required to provide a performance guarantee (performance bond). Such a requirement shall be at the discretion of the District's Assistant Superintendent. A continuous performance bond in the amount of 100% of the total amount of the award executed by an admitted surety in the State of California and satisfactory to the District and filed with the Manager of Purchasing Services is the preferred form of performance guarantee. Said bond, if required, shall be furnished within ten (10) calendar days from the date of Notice of Award. Failure to promptly submit a performance guarantee when requested may result in the rejection of an otherwise acceptable low bid.

MATERIAL AND LABOR SURETY- The successful bidder(s) shall be required to provide a payment bond for all public works projects which incur expenses in excess of $25,000. The Contractor, at the time of signing and executing the contract, shall execute and file with the District a payment bond (public works labor and materials bond) to the satisfaction and approval of the District in a sum not less than 100 percent of the total amount payable pursuant to the public works contract. The bond shall be in the form of a bond and not a deposit in lieu of a bond. The bond shall be executed by an admitted surety insurer.

ESCROW - The successful bidder will be allowed to substitute securities or establish an escrow in lieu of retainage, pursuant to Public Contract Code Section 22300, and as described in the Agreement Between MCOE and Contractor and General Conditions.

SEVERABILITY – If any provisions of this agreement shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

TERMINATION WITHOUT CAUSE – This Agreement may be terminated by the District upon giving thirty days' advance written notice of an intention to terminate.

DELIVERY – Time and manner of delivery are essential factors in proper performance under the contract. Unless otherwise specified, the successful bidder(s) shall be responsible for delivery and shall pay all costs, including drayage, freight and packing for delivery to locations in the District as may be specified in the bid form. Each item shall be securely and properly packed and clearly marked as to the contents. All items purchased for delivery by truck or freight line shall be palletized. The preferred pallet size should be 48" long by 40" wide. All shipments shall be accompanied by a packing slip and the District purchase order number shall appear on all cases and packages.

QUANTITY AND QUALITY OF MATERIALS OR SERVICES – The successful bidder(s) shall furnish and deliver the quantities designated in the bid or purchase order. All materials, supplies or services furnished under the contract shall be in accordance with the bid specifications and the District's sample or the sample furnished by the bidder(s) and accepted by the District. Materials or supplies which, in the opinion of the Manager of Purchasing Services, are not in accordance and conformity with said specifications and samples shall be rejected and removed from the District premises at the bidder's expense. When a sample is taken from a shipment and sent to a laboratory for testing and the test shows that the sample does not comply with the bid specifications, the cost of such test shall be paid by the bidder(s). In bidding, the bidder(s) certifies that all materials conform to all applicable requirements of CAL OSHA and all other requirements of law. All items of equipment and individual components, where applicable standards have been established, shall be listed by the Underwriter Laboratories, Inc., and bear the UL label.

AMERICAN MADE PRODUCTS – In compliance with Sections 4300 to 4305 of the California Government Code, only materials produced or manufactured in the United States will be procured by the District, except for those which fall within the purview of Sections 4301, 4302 and 4303.5. In compliance with Code Sections 4330 to 4334 inclusive California products shall receive preference over materials made elsewhere. If a bidder is proposing an article of foreign make, the fact must be stated in the bid.

SAFETY DATA SHEETS – For all products requiring a Safety Data Sheet – The District requires that a Safety Data Sheet accompany all orders at the time of delivery. Further, The contract shall have on site Safety Data Sheets for all products used on site for the performance of the Work.

PROTECTION OF WORK AND SITE SAFETY - The Contractor shall furnish, erect, and maintain such fences, barricades, guards, lights, and other devices as are necessary to prevent accidents and avoid damage to the construction work or injury to the public. No separate payment shall be made for such work. If in the opinion of the District, adequate barricades or warning devices are not maintained by the Contractor, the District may furnish and erect same and charge the Contractor therefor.

SAMPLES – Samples shall be furnished free of cost to the District after the bid opening. If requested, they are to be sent within seven (7) days to Purchasing Services, 435 Hillcrest Ave. Pacific Grove, CA 93950, unless otherwise specified. The District reserves the right to reject the bid of any bidder failing to submit samples as requested. Samples must be plainly marked with the name of the bidder, bid number and date of the bid opening. Samples of the successful bidder(s) may be retained for comparison with deliveries. Bidder(s) may pick up samples (if not destroyed by test) on notice from the Manager of Purchasing Services. If not picked up within fifteen (15) calendar days after the date of such notice, samples may be disposed of by the District. Bidder(s) (or their agent) hereby assume all risks of loss or damage to samples whatever the cause.

ELECTRICIAN - All electricians performing work under this contract, as defined as making electrical connections at or above 100 volt-amperes, shall be certified pursuant to Section 3099 et seq. of the California Labor Code. Contractor shall submit proof of certification, or proof that the requirements of Section 3099.4 (a) of the California Labor Code have been met, prior to electricians commencing work under this contract.

REMOVAL OF OBSTRUCTIONS - If archeological items or hazardous wastes are discovered during construction operations, the Contractor shall cease operations in those areas and the Contractor shall immediately notify the District.

UNDERGROUND UTILITIES - Contractor shall locate all underground obstructions and utilities, (electric, gas, water lines, etc.). The Plans show the approximate location of underground facilities in the project area as they have been provided to the District. Repair of damage to any utility line shown on the Plans with reasonable accuracy shall be made at the Contractor's expense. However, the District shall fairly compensate the Contractor for costs of locating and repairing damage not due to failure of the Contractor to exercise reasonable care and removing or relocating such facilities not indicated or in a location different from that indicated on the Specifications with reasonable accuracy, and for equipment on the project necessarily idled during such work. The contractor shall not be assessed liquidated damages for delay in completion of the project when such delay was caused by the failure of the District or utility company to provide for removal or relocation of such utility facilities. The contractor shall notify all utility companies of trenching operations forty-eight (48) hours in advance to enable the utility companies to take any action they deem appropriate.

UTILITY COMPANY COORDINATION - Contractor shall coordinate construction activities with the utility companies as required and shall adjust the construction schedule to accommodate utility relocation as necessary.

DUST CONTROL - The Contractor shall minimize dust generation from the jobsite and shall spray the site with water or dust palliative as required. Flame retardant plastic critical barriers and HEPA filtration shall be used when warranted to prevent interior dust.

CONNECTION TO EXISTING UTILITIES - The District shall permit the Contractor to use available existing utilities at the District's expense, excluding telephone; however, if the Contractor chooses to make use of said utilities, Contractor shall assume full responsibility for any changes made by Contractor related thereto, and for any consequences caused thereby. Upon completion of the work, Contractor shall remove any modifications to existing utilities made by Contractor and shall restore existing utilities to conditions existing at time of award.

INSPECTION OF WORK - It is the responsibility of the contractor to call for all required inspections within the required timelines. The District reserves the right to perform random inspections at any time. The District shall at all times have access to the work during construction and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials used and employed in the work. Whenever the work provided and contemplated by the contract shall have been satisfactorily completed and the final cleanup performed, the District will make the final inspection.

RECORD DRAWINGS - A set of marked-up prints, clear, legible, and made with standard drafting tools and indicating all changes, added work, and deviations from the design and reflecting the record (As-Built) condition of the work must be received before the work is considered complete. Existing utilities exposed during construction are to be located, including invert or top elevation, and shown on the Record (As-Built) drawings.

The Record (As-Built) Drawings shall be completed for the District's acceptance before final payment and Notice of Completion on this contract will be made.

ENVIRONMENTAL/POLLUTION PREVENTION REQUIREMENTS - Contractor shall comply with all air pollution and environmental control rules, regulations, ordinances, and statutes that apply to the project and any work performed pursuant to the contract.

"*No person or entity shall discharge or cause to be discharged into the municipal Storm Drain System or waters of the state any materials, including but not limited to Pollutants or waters containing any Pollutants that cause or contribute to a violation of applicable water quality standards, other than storm water…"*

Regardless of project size, the Contractor shall submit a site-specific Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for District review and approval prior to start of work. The Contractor shall effectively implement and properly maintain storm water best management practices (BMPs) during construction to prevent discharges of pollutants, including trash, to local drainages and waterways. Contractor shall comply with all water quality regulations as prescribed by the State Water Resources Control Board (SWRCB) and Central Coast Regional Water Quality Control Board (RWQCB) regulations for the prevention of construction site discharges of pollutants, illicit discharges, and enforcement of prohibited and illicit discharges. The contractor shall employ at all times storm water runoff controls and BMPs at the site, including but not limited to erosion prevention, sediment controls, site stabilization, good housekeeping practices, proper materials storage, handling, and waste management, and similar pollution prevention measures to prevent dumping or illegal discharges during construction into the street and/or storm drain system. Storm water management and control practices shall result in the following outcomes on all construction sites, regardless of size:

a. Protection of storm drain inlets and adjacent waterways must be implemented at all times to prevent illicit discharges of sediment, construction debris and fluids, and waste of any kind;

b. No release of hazardous substances, such as oils, paints, thinners, fuels, and other chemicals; if such a spill occurs that may threaten local water quality, contractor must call 911 immediately and notify the District;

c. Minimization of site disturbance shall be kept to that portion necessary for construction only, and perimeter controls shall be implemented at all times during all weather conditions;

d. Soil stabilization of graded areas shall be in place at all times where construction activities have temporarily and/or permanently ceased;

e. No deposit of mud, soil, sediment, concrete washout, trash, dewatering, or other similar construction-related material or waste shall occur on or into public rights of way, private streets, or into the District's storm water system and related natural resources, either by direct deposit, dropping, discharge, erosion, or tracking by construction vehicles. Any such discharge shall be cleaned-up promptly if an immediate threat to water quality exists, or if not immediate, at the end of the current work shift or workday in which the deposit occurred, whichever comes first;

f. No runoff from graded areas or stockpile areas shall contain sediments and/or pollutants. Stockpiles shall be adequately and securely covered to avoid contact with rainfall and wind to prevent soil and stockpile movement by water and/or wind;

g. Runoff containing sediments shall be captured in secondary containment structures and either treated to remove sediments prior to discharge or infiltrated in the soil on-site;

h. No exposure of graded areas and stockpile areas to storm water run-on shall occur. Run-on shall be controlled by diversion structures such as dikes, secondary containment, or stockpile covers; and,

i. All hard-surfaced areas are to be swept regularly and free of dirt and construction debris such that the surface of the pavement is clearly visible at all locations, and construction entrance/exist(s) shall be adequately stabilized to prevent tracking of soil/sediment from reaching streets/paved surfaces and drainage pathways.

Best management practices (BMPs) are required to be illustrated in construction Plans and employed on all construction sites as applicable to the construction activity and shall provide for, and not be limited to: inlet protections, perimeter protections, erosion prevention and soil control measures, soil stabilization measures, spill prevention and discharge control measures; solid waste containment; concrete waste management; proper vehicle and equipment cleaning, fueling, and maintenance; and proper materials management and storage.

Activities to be performed by Contractor include, but are not limited to:

a. Development and submittal of an Erosion and Sediment Control Plan or Storm Water Pollution Prevention Plan for District review and approval prior to construction start.

b. At all times, Contractor shall implement and maintain the temporary and permanent vegetation (if any), erosion and sediment control measures, and other protective BMP measures in good and effective operating condition by performing routine inspections to determine condition and effectiveness of BMPs, restoration needs for destroyed vegetative cover, and by repair of erosion, sediment, and other protective measures.

c. Contractor shall inspect the following areas at least once every seven (7) calendar days, unless otherwise necessary based on current weather conditions or as directed by District , and always within 24 hours prior to and after any predicted storm:

i. Inlet protections and perimeter controls;

ii. Vehicle entry and exist locations;

iii. Vehicle parking and storage areas;

iv. Disturbed areas of the construction site,

v. Areas that have not been finally stabilized,

vi. Areas used for storage of materials that are exposed to wind or precipitation,

vii. Equipment and staging areas that are exposed to wind or precipitation; and,

viii. All waste storage and handling devices and areas.

Where sites have been finally stabilized, such inspection shall be conducted at least once every month.

a. Areas noted above shall be inspected for proper BMP implementation and necessary BMP maintenance, as well as evidence of, or the potential for:

i. Erosion, or

ii. Sediments entering waterways or the drainage system, or

iii. Pollutants entering waterways or the drainage system.

Erosion and sediment control measures shall be observed and maintained to ensure that they are operating correctly. Discharge locations or points shall be inspected regularly to ascertain whether erosion control measures are effective in preventing sedimentation and subsequent degradation of receiving water quality in violation of receiving water quality standards. Vehicle entry and exist locations shall be inspected for evidence of offsite sediment and pollutant tracking and need for cleanup and improved BMP protection measures

- Deficiencies observed during inspections shall be noted and rectified before the end of the workday.

Additionally, the Contractor shall comply with the State Water Resources Control Board's Construction General Permit (CGP), as applicable to the project. Projects subject to the CGP include those that disturb one or more acres of soil, are less than one acre and are part of a common plan of development or sale, or applicable Linear Underground/Overhead Projects, and are required to obtain coverage under the State's CGP for Discharges of Storm Water associated with Construction Activity Construction General Permit Order 2009-0009-DWQ, and subsequent amendments thereto. Construction activities subject to this permit include clearing, grading, and disturbances to the ground such as stockpiling, or excavation, but do not include regular maintenance activities performed to restore the original line, grade, or capacity of the facility. Application for CGP coverage is made by the Contractor through a Notice of Intent (NOI) to the

SWRCB and involves much interaction with the applicable RWQCB as CGP regulator. The Contractor shall develop and supply the District with NOI and associated Storm Water Pollution Prevention Plan (SWPPP) for review and records purposes.

CGP coverage requires the development and implementation of a SWPPP. The SWPPP contents are mandated by the SWRCB and are subject to change, and typically contain site map(s) which shows the construction site perimeter, existing and proposed buildings, lots, roadways, storm water collection and discharge points, general topography both before and after construction, and drainage patterns across the project. The SWPPP must illustrate the placement of BMPs for the construction project and list pollution prevention BMPs the discharger will use to protect storm water runoff. Additionally, applicable SWPPPs must contain a visual monitoring program and a chemical monitoring program for "non-visible" pollutants to be implemented. All SWPPPs must be developed by a Qualified SWPPP Developer (QSD) and implemented by a Qualified SWPPP Practitioner (QSP) and supplied to the District for review and comment. Additional CGP information on can be found at the State Water Resources Control Board CGP website:

https://www.waterboards.ca.gov/water_issues/programs/stormwater/constpermits.html

Construction site storm water management and control measures shall be implemented year-round regardless of "season". All construction site BMPs shall be implemented at the appropriate level for the construction activity at hand and in a proactive manner during all seasons while construction is ongoing.

PAYMENT AND TERMS

INVOICES AND PAYMENTS – Unless otherwise specified, the successful bidder(s) shall render invoices in duplicate for materials delivered or services performed under the contract, to the: Pacific Grove Unified School District, Maintenance, Operations & Transportations Department, 435 Hillcrest Ave. Pacific Grove, CA 93950. Invoices shall be submitted under the same firm name as shown on the bid. The successful bidder(s) shall list separately any taxes PAYABLE BY THE District and shall certify on the invoices that Federal Excise Tax is not included in the prices listed thereon. The District shall make payment for materials, supplies, or services furnished under the contract within a reasonable and proper time after acceptance thereof and approval of the invoices by the authorized District Representative.

The payment of any compensation to the Contractor shall be contingent upon performance of the terms and conditions of this Contract to the satisfaction of the District. If the District determines that the work set forth in the written invoice has not been performed in accordance with the terms of this Contract, the District shall not be responsible for payment until such time as the work has been satisfactorily performed.

CERTIFIED PAYROLL - The Contractor shall conform to the requirements in Labor Code Section 1776 concerning payroll records. Regulations implementing Labor Code Section 1776 are located in Sections 16016 through 16019 and Sections 16207.10 through 16207.19 of Title 8, California Code of

Regulations. The Contractor and each subcontractor shall preserve their payroll records for a period of 3 years from the date of completion of the contract.

The contractor shall monitor the payment of the specified general prevailing rate of per diem wages by the subcontractor to the employees, by periodic review of the certified payroll records of the subcontractor. Prevail Wage documentation must be submitted with any invoices which include labor. Prior to making final payment to the subcontractor for Work performed on the public works (District) project, the contractor shall obtain an affidavit signed under penalty of perjury from the subcontractor that the subcontractor has paid the specified general prevailing rate of per diem wages to the subcontractor's employees on a District project and any amounts due pursuant to Section 1813 of the Labor Code.

CALIFORNIA OCCUPATIONAL SAFETY AND HEALTH STANDARDS - The Contractor shall conform to all local, state, and federal rules and regulations pertaining to safety. Furnished equipment, material and services shall comply with all Cal/OSHA Standards and regulations and all applicable governmental laws and orders. The Contractor shall post an Cal/OSHA poster in a conspicuous location as required by law.

WORKER'S COMPENSATION - Pursuant to the requirements in Section 1860 of the Labor Code, the Contractor will be required to secure the payment of workers' compensation to the Contractor's employees in conformance with the requirements in Section 3700 of the Labor Code.

Appendix:

Forms are not attached to this document.

Documents can be downloaded from the PGUSD website at:
https://www.pgusd.org/Departments/Facilities/BID-OPPORTUNITIES/index.html

DOCUMENTS DUE WITH BID

Acknowledgement of Addenda

Bid Schedule

Bidder Qualifications

Certification of Site Visit

Declaration of Bidder

Lead Based Certification

Non-Collusion Certification

Registered Sub-Contractors List

Roofing Project Certification

Suspension and Debarment Certification

Worker Compensation Certification

CONTRACT DOCUMENTS

Criminal Background Certification

Change Order Form

Drug & Tobacco Certification

Imported Materials Certification

Payment & Labor Bond

Performance Bond

Proposed Change Order Form

Sample Lump Sum Contract