



Board Agenda Item #	Agenda III-A – Action Item
Date:	October 12, 2017
To:	Magnolia Board of Directors
From:	Caprice Young, Ed.D., CEO & Superintendent
Staff Lead:	Erdinc Acar, Regional Director
RE:	Delegation of Approval of Agreements for the General Contractor and Inspector on Record for the MSA-SA Gym Project

Proposed Board Recommendation

I move that the board assign and authorize an Ad Hoc Committee of MPS to approve selection of General Contractor and Inspector of Record Services for MSA Santa-Ana Phase II Gymnasium and Cafeteria construction Project.

Background

MSA-SA designed and built a two story facility totaling 48,353 square feet with 33 classrooms on a lot of 2.68 Acres at 2840 W 1st Street in the City of Santa Ana in Orange County through the Charter School Facilities Program Proposition 1D program. Original site plans included a 6,509 square feet gym with cafeteria, shade structures and a playground. Because Prop1D funds were not enough to cover these Phase II projects, they were scheduled to be completed later paid for by private financing.

The project is currently open with the California Division of Architect (DSA) Application Number 04-112861 and File Number 30-25. The project needs to resume construction by Oct 31, 2017 in order not to loose the status with DSA.

On August 8, 2017, Magnolia Educational and Research Foundation selected GAFCON Construction Management (CM) firm to carry out the construction management services.

Currently, MPS is requesting proposals from General Contractors (GC) and DSA Inspector of Record Services (IOR) and Special Testing and Inspection.

GC contract evaluation is scheduled on October 24, 2017.

IOR proposals are due 5:00 p.m. October 11, 2017 and review is yet to be scheduled.

In order to meet the October 31 DSA deadline, MPS staff is requesting that the Board assign and authorize an Ad Hoc Committee to select the General Contractor and Inspector of Record Services for MSA Santa-Ana Phase II Gymnasium and Cafeteria construction Project.

Both contracts will be approved by legal counsel prior to presentation to the Ad Hoc committee.

Budget Implications

Bond repayments are scheduled and included in MSA-SA's FY 2017-18 Approved Budget and multi-year projections.

Funding Source

2017 Series Bonds

How Does This Action Relate/Affect/Benefit All MSAs?

No perceived effects on other MSAs.

Name of Staff Originator:

Erdinc Acar, Regional Director

Attachments (3)

1. Project Schedule
2. Notice to Contractors Calling for Bids
3. MSA DSA Inspector of Record Services and Special Testing and Inspection RFP

Magnolia Public Schools
Magnolia Science Academy – Gymnasium Project
 Project Schedule

ID	Task Name	BIC	% Complete	Duration	Start	Finish	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
1	MSP GYMNASIUM PROJECT		31%	254 days	Tue 9/12/17	Fri 8/31/18														
2	BID AWARD PHASE		76%	36 days	Tue 9/12/17	Tue 10/31/17														
3	Project Kick Off Meeting #01	Team	100%	0 days	Tue 9/12/17	Tue 9/12/17														
4	Out Reach to General Contractors	Gafcon	100%	7 days	Thu 9/14/17	Fri 9/22/17														
5	Advertisement for Bids	Gafcon	100%	10 days	Mon 9/18/17	Fri 9/29/17														
6	Prepare Pre-Construction Cost Estimate	Gafcon	100%	8 days	Mon 9/18/17	Wed 9/27/17														
7	Complete Contract Documents	Berliner	100%	11 days	Wed 9/13/17	Wed 9/27/17														
8	Printing of Bid Documents	Gafcon	100%	2 days	Thu 9/28/17	Fri 9/29/17														
9	Distribute Bid Documents to Contractors	Gafcon	50%	6 days	Mon 10/2/17	Mon 10/9/17														
10	Mandatory Pre-Bid Site Walk	Gafcon	0%	0 days	Tue 10/10/17	Tue 10/10/17														
11	Prepare and Issue Addendum	Berliner	0%	3 days	Wed 10/11/17	Fri 10/13/17														
12	Bid Opening	Team	0%	0 days	Mon 10/23/17	Mon 10/23/17														
13	Bid Evaluation	Gafcon	0%	1 day	Tue 10/24/17	Tue 10/24/17														
14	Prepare GC Contract Agreement	Owner	0%	2 days	Wed 10/25/17	Thu 10/26/17														
15	Board Meeting to Award Project	Owner	0%	1 day	Thu 10/26/17	Thu 10/26/17														
16	NTP issued to General Contractor	Gafcon	0%	1 day	Fri 10/27/17	Fri 10/27/17														
17	IOR to Submit Forms to DSA	IOR	0%	2 days	Mon 10/30/17	Tue 10/31/17														
18																				
19	CONSTRUCTION PHASE		0%	195 days	Wed 11/1/17	Tue 7/31/18														
20	GC Starts Site Mobilization	GC	0%	5 days	Mon 10/30/17	Fri 11/3/17														
21	GC Submits Bond & Insurance	GC	0%	3 days	Wed 11/1/17	Fri 11/3/17														
22	Construction Kick Off Meeting	Gafcon	0%	1 day	Tue 11/7/17	Tue 11/7/17														
23	Shop Drawing Submittal Process	GC	0%	13 days	Wed 11/1/17	Fri 11/17/17														
24	Develop Project Punchlist	Berliner	0%	1 day	Mon 7/2/18	Mon 7/2/18														
25	Contractor Complete Punchlist	GC	0%	14 days	Tue 7/3/18	Fri 7/20/18														
26	IT Set Up	Owner	0%	10 days	Mon 7/16/18	Fri 7/27/18														
27	Facilities Training	GC	0%	2 days	Mon 7/30/18	Tue 7/31/18														
28																				
29	Occupancy & Project Closeout		0%	23 days	Wed 8/1/18	Fri 8/31/18														
30	Owner Move In & Set Up		0%	8 days	Wed 8/1/18	Fri 8/10/18														
31	Project Close Out		0%	23 days	Wed 8/1/18	Fri 8/31/18														

Project: MSP Gymnasium Project
 Date: Fri 10/6/17

Task Split Milestone Summary

Project Summary Inactive Task Inactive Milestone Inactive Summary

Manual Task Duration-only Manual Summary Rollup Manual Summary

Start-only Finish-only External Tasks External Milestone

Deadline Progress Manual Progress

NOTICE TO CONTRACTORS CALLING FOR BIDS

OWNER: MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION of Orange County, California, (hereinafter "OWNER").

Bid Deadline: 2:00 p.m. on Friday, the 20th day of October 2017

NOTICE IS HEREBY GIVEN that the OWNER, acting by and through its Governing Board, will receive up to, but not later than the above-stated time, unless extended by addendum, sealed bids for the award of a contract for the Project.

Project Identification Name: MAGNOLIA SCIENCE ACADEMY SANTA ANA – GYMNASIUM PROJECT

Contract Time: is 195 days

CONTRACTOR should consult the General Conditions, Supplementary Conditions and General Requirements regarding Milestones and Liquidated damages.

Bid Opening: Bids shall be opened publicly and read aloud following the Bid Deadline stated above.

Place of Bid Receipt and Opening: Magnolia Public Schools 250 East 1st street Suite 1500, Los Angeles, CA 90012, (hereinafter, "OWNER OFFICE").

Prospective Bidders are encouraged to telephone in advance to determine the availability of Bid Documents. Bids must be submitted to the OWNER on the Contract Bid Forms, which are a part of the Bid Package for the Project. To obtain the project documents, please contact
American Reprographics Company (ARC) Document Management
934 Venice Boulevard, Los Angeles, CA 90015
(213) 745-3145.

This Bid Package contains, among other important things, the Bid Form which MUST be used to submit a prime bid to the OWNER.

This project is subject to DIR Public Works Funding Legislation - SB 854. To bid on this Project, the CONTRACTOR and all of its lower-tier subcontractors are required to be registered online as a "Public Works Contractor" with the California Department of Industrial Relations at www.dir.ca.gov/public-works/publicworks.html, and each shall pay an annual, non-refundable fee of \$300.00.

Consistent with Public Contract Code Section 20103.8 and Section 13 of the Information for Bidders form relating to the use of alternate bids, the lowest responsible Bidder for the Project shall be determined using the method indicated below. Please note that this method is used to calculate the bids and does not address issues of responsiveness or responsibility:

- The lowest bid shall be the lowest bid price on the base bid without consideration of the prices on the additive or deductive items.

Once the lowest responsible Bidder has been selected, the OWNER may determine to add to or deduct from the contract any of the additive or deductive items.

In accordance with the provisions of California Public Contract Code Section 3300, the OWNER requires that the Bidders possess the following classification of CONTRACTOR'S license at the time that the contract is awarded:

Category	License
30 - Multiple Trades	B

Subcontractors must possess the appropriate licenses for each specialty subcontracted. Failure to satisfy this requirement shall disqualify Bidder. The successful Bidder and its subcontractors must maintain the license throughout the duration of the contract and warranty period.

Prime CONTRACTORS bidding this Project shall require, pursuant to Public Contract Code Section 4108, the following subcontractors providing labor or labor and materials to supply an original signature on a fully executed 100% Faithful Performance Bond and 100% Payment Bond:

- | | | |
|------------------|-----------------|---------------------|
| Concrete | Glass & Glazing | Masonry |
| Structural Steel | HVAC | Low Voltage Systems |
| Rough Carpentry | Plumbing | Fire Sprinkler |
| Gypsum & Plaster | Electrical | |

Each Bid shall be accompanied by a certified or cashier's check or bid bond executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, in an amount not less than ten percent (10%) of the total bid price, payable to the OWNER as a guarantee that the Bidder, if its proposal is accepted, shall promptly execute the Agreement, furnish a satisfactory Performance Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish a Payment Bond in an amount not less than one hundred percent (100%) of the total bid price, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the General Conditions. In the event the successful Bidder fails to enter into the contract and execute the required documents, such bid security will be forfeited. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Conditions.

The OWNER reserves the right to extend the bid closing date, reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

Each Bidder agrees that if its bid is accepted, it shall comply with all applicable provisions of: (1) the California Labor Code (2) the DIR'S CMU and (3) SBX2-9.

No Bidder may withdraw any bid for a period of one hundred and twenty (120) days after the date set for the opening of bids, but in no event shall the Bidder be required to keep its bid open beyond sixty (60) days after the date of the award. The OWNER may not hold the security of Bidder longer than sixty (60) days from the time the award is made. In the event the OWNER should request an extension of the above-stated deadline, such extension shall also include the extension of the duration of the bid security.

JOB WALK AND PRE-BID CONFERENCE: A pre-bid conference will be held at the site for attendance by any interested Bidder with representatives of the OWNER, ARCHITECT and CONSTRUCTION MANAGER. **A mandatory pre-bid conference and job walk will commence at 10:00 a.m. on Tuesday, October 10, 2017. All attendees shall meet at Magnolia Science Academy Santa Ana jobsite, 2840 West First Street, Santa Ana, CA 92703. At the main entrance to the school.**

employee shall then either: (a) prepare a separate tabulation of each bid, to include only the assigned number and amounts of the base bid and all alternate bids, or (b) photocopy the page(s) of each Bid Form containing the base bid and alternate bid amounts, which page(s) shall not contain the name of the Bidder. The designated employee will then replace each original Bid Form back into the bid envelope. The complete Bid Forms shall remain in the custody of the designated employee until the OWNER determines the low apparent Bidder based upon each Bidder's base bid and alternate bid amounts. All bid protests received prior to notification of the low apparent Bidder will be required to be in writing and delivered to the attention of the designated employee who shall retain the bid protests until the low apparent Bidder has been determined. Upon the selection of the low apparent Bidder, such determination shall be reduced to writing and retained by the OWNER, and the designated employee shall thereafter deliver the bid envelopes containing the original Bid Forms, and any bid protests received, to the _____ or his/her designee. After the assigned numbers have been matched with the names of the Bidders and the Bid Forms and any bid protests have been reviewed, the Bidders who submitted bids shall be notified of the low apparent Bidder either by telephone, fax or mail. Any bid protests submitted after the low apparent Bidder has been announced must be directed to the attention of the _____.

Once the lowest responsible Bidder has been selected, the OWNER may determine to add to or deduct from the contract any of the additive or deductive items.

In accordance with the provisions of California Public Contract Code Section 3300, the OWNER requires that the Bidders possess the following classification of CONTRACTOR'S license at the time that the contract is awarded:

Category	License
General Contractor	B

The CONTRACTOR'S California State License number shall be clearly stated on the Bid Form.

No payment shall be made for work or material under the contract unless and until the Registrar of Contractors verifies to the OWNER that the CONTRACTOR was properly licensed at the time the contract was awarded and CONTRACTOR continues to be so licensed throughout the term of the contract. Any CONTRACTOR not so licensed is subject to penalties under the law. If the license classification specified hereinabove is that of a "specialty CONTRACTOR" as defined in Section 7058 of the California Business and Professions Code, the specialty CONTRACTOR awarded the contract for this work shall itself construct a majority of the work, in accordance with the provisions of California Business and Professions Code Section 7059.

Subcontractors must possess the appropriate licenses for each specialty subcontracted. Failure to satisfy this requirement shall disqualify Bidder. The successful Bidder and its subcontractors must maintain the license throughout the duration of the contract and warranty period.

Time for completion of the entire Project, inclusive of all categories of work set forth herein, shall be _____ (_____) **consecutive calendar days** following the start date established in the OWNER'S Notice to Proceed for the Project. Said Notice shall not be issued prior to five (5) days after award of the contract(s) comprising the Project, and shall not require work to be commenced less than forty-eight (48) hours following the CONTRACTOR'S receipt of the Notice to Proceed. All work comprising the Project shall be performed in Pacific Technology Center

Notice to Contractors Calling for Bids

accordance with the durations and sequences shown in the Project Construction Schedule as contained in Section 01310 of the Project Specifications. Time is of the essence. Failure to complete the work within the time set forth herein will result in the imposition of liquidated damages for each day of delay, in the amount set forth in the Information for Bidders form.

Each Bidder agrees that, if its bid is accepted, it shall perform at least 15% of the work, exclusive of supervisory and clerical work, without the services of any subcontractor. Bidder shall designate in its bid those portions of the contract Bidder intends to perform without the services of any subcontractor, which satisfies the aforementioned 15% requirement.

Each Bidder shall submit, on the form furnished with the Contract Documents, a list of the proposed subcontractors on this Project as required by the Subletting and Subcontracting Fair Practices Act at Public Contract Code Section 4100 et seq.

Prime CONTRACTORS bidding this Project shall require, pursuant to Public Contract Code Section 4108, the following subcontractors providing labor or labor and materials to supply an original signature on a fully executed 100% Faithful Performance Bond and 100% Payment Bond:

All such subcontractor bonds shall be delivered by the Prime CONTRACTOR to the OWNER through the CONSTRUCTION MANAGER within thirty (30) calendar days following the Prime CONTRACTOR'S receipt of notification of the award of the contract(s) for the Project. The failure by or refusal of a subcontractor to comply with this requirement may result in that subcontractor's substitution consistent with Public Contract Code Sections 4108(b) and 4107(a)(4). All Prime CONTRACTORS bidding on the Project must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids.

All submittals will be collected by the OWNER, stamped with date and time, and will remain unopened until the time of the Bid Opening.

Each Bid shall be accompanied by a certified or cashier's check or bid bond executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, in an amount not less than ten percent (10%) of the total bid price, payable to the OWNER as a guarantee that the Bidder, if its proposal is accepted, shall promptly execute the Agreement, furnish a satisfactory Performance Bond in an amount not less than one hundred percent (100%) of the total bid price, furnish a Payment Bond in an amount not less than one hundred percent (100%) of the total bid price, and furnish certificates evidencing that the required insurance is in effect in the amounts set forth in the General Conditions. In the event the successful Bidder fails to enter into the contract and execute the required documents, such bid security will be forfeited. The Performance Bond shall remain in full force and effect through the guarantee period as specified in the General Conditions.

The OWNER reserves the right to extend the bid closing date, reject any or all bids or to waive any irregularities or informalities in any bids or in the bidding.

No specifications for bids in connection with the letting of contracts for the construction, alteration, or repair of public works shall be drafted (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words "or equal" so that Bidders may furnish any equal material, product, thing, or service. In applying this Section, the OWNER shall, if aware of an equal product manufactured in

California, name such product in the specification. CONTRACTOR shall, no later than 4:30 p.m. on the second business day following the bid deadline set forth herein, submit data substantiating a request for substitution of “an equal” item.

Pursuant to Public Contract Code Section 3400 (c), in the event the OWNER makes a finding below that a particular material, product, thing, or service is designated by a specific brand or trade name in order to (a) match other products in use on a particular public improvement either completed or in the course of completion, or (b) obtain a necessary item that is only available from one source, the OWNER shall not be required to comply with the provisions of the preceding paragraph.

Each worker on the Project must be paid not less than the applicable prevailing rates of per-diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Contract (“Prevailing Wages”). A copy of the applicable rates of Prevailing Wages is on file and available for review at the Place for Submitting Bids, and a copy will be posted at the Project Site. The Work will be subject to monitoring by the California Department of Industrial Relations (“DIR”) and/or the Compliance Monitoring Unit of the DIR (“CMU”). The OWNER will conduct a mandatory conference for the purpose of describing labor-law requirements.

Each Bidder agrees that if its bid is accepted, it shall comply with all applicable provisions of: (1) the California Labor Code (2) the DIR’S CMU and (3) SBX2-9.

The successful Bidder and all subcontractors utilized by the successful Bidder on the project shall maintain and furnish to the DIR on a periodic basis as directed by the DIR, but in no event less frequent than once each month, certified copies of weekly payroll reports signed under penalty of perjury. The DIR shall review the payroll reports to verify compliance with the prevailing wage requirements and shall conduct audits and onsite investigation as it deems necessary. The prevailing rate of per diem wages and a description of employer payments are on file at the DISTRICT OFFICE and are available to any interested party upon request. If the payroll records or reports are delinquent or inadequate, the DISTRICT shall withhold contract payments. Additionally, if after an investigation it is established that an underpayment occurred, the DISTRICT shall withhold contract payments equal to the amount of underpayment and applicable penalties. The DISTRICT thereafter shall follow the requirements regarding notice to the Prime CONTRACTOR or subcontractor as provided in Labor Code Section 1771.6.

As required by Sections 1773 and 1773.2 of the California Labor Code, the Director of the DIR has determined the general prevailing rates of wages in the locality in which the work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the OWNER’S office and are available to any interested party upon request. They are also available from the Director of the DIR. The CONTRACTOR shall post a copy of this document at each job site. The CONTRACTOR and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract. Certified payroll records will be required and will be checked by the OWNER, or its assigned third party representative.

No Bidder may withdraw any bid for a period of one hundred and twenty (120) days after the date set for the opening of bids, but in no event shall the Bidder be required to keep its bid open beyond sixty (60) days after the date of the award. The OWNER may not hold the security of Bidder longer than sixty (60) days from the time the award is made. In the event the OWNER should request an extension of the above-stated deadline, such extension shall also include the extension of the duration of the bid security.

A Payment Bond and a Performance Bond shall be required prior to execution of the contract and shall be in the form set forth in the Contract Documents.

Pursuant to Section 22300 of the Public Contract Code, the successful Bidder is permitted to substitute securities for any moneys withheld by the OWNER to ensure performance under the contract. At the request and expense of the CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the OWNER, or with a state or federally chartered bank as the escrow agent, who shall then pay such moneys to the CONTRACTOR. Upon satisfactory completion of the contract, the securities shall be returned to the CONTRACTOR. Alternatively, the successful Bidder may request and the OWNER shall make payment of retention earned directly to the escrow agent at the expense of the successful Bidder.

Each bid submitted in response to this Notice shall contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life and limb in trenches and open excavation, which shall conform to applicable safety orders.

Consistent with the requirements of the federal Clean Water Act, the Project is subject to storm water pollution prevention requirements, which may include the implementation of a Storm Water Pollution Prevention Plan and/or implementation of local storm water requirements, which prohibit the discharge of pollutants from the Project site. Bidders will be required to submit, with their bid, the Storm Water Pollution Prevention Certification included with the bid package, which must be signed by the Bidder under penalty of perjury and notarized.

JOB WALK AND PRE-BID CONFERENCE: A pre-bid conference will be held at the site for attendance by any interested Bidder with representatives of the OWNER, ARCHITECT and CONSTRUCTION MANAGER. Although the job walk is highly recommended, it is not mandatory. **The pre-bid conference and job walk will commence at _____ a.m. on _____, 20____. All attendees shall meet at PROJECT NAME, _____.**

Governing Board of the
MAGNOLIA EDUCATIONAL FOUNDATION

By: _____

Bids Due: _____

Bids Opened: _____

INFORMATION FOR BIDDERS

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

1. PREPARATION OF BID FORM: The **MAGNOLIA EDUCATIONAL FOUNDATION** (“OWNER”) invites bids on the form attached to be submitted at the time and place stated in the Notice to Contractors Calling for Bids. Bids shall be submitted on the prescribed Bid Form, completed in full. All bid items and statements shall be properly filled out. Numbers shall be stated both in words and in figures where so indicated, and where there is a conflict in the words and the figures, the words shall govern. The signatures of all persons signing the bid shall be in longhand and in permanent blue ink. Prices, wording and notations must be in ink or typewritten. Erasures or other changes shall be noted over by signature of the Bidder.
2. FORM AND DELIVERY OF BIDS: The bid shall be made on the Bidding Schedule provided, and the complete bid, together with any and all additional materials as required by the contract documents, as defined in the Agreement (“Contract Documents”), shall be enclosed in a sealed envelope, addressed and delivered or mailed to the MAGNOLIA EDUCATIONAL FOUNDATION, 13950 Milton Avenue, Suite 200B, Westminster, CA 92683, and must be received on or before the time set forth in the Notice to Contractors Calling for Bids for the opening of bids. The envelope shall be plainly marked in the upper left-hand corner with the Bidder’s name, address, the contract designation, category number, and the date and time for the opening of bids. It is the Bidder’s sole responsibility to ensure that its bid is received prior to the scheduled closing time for receipt of bids. In accordance with Government Code Section 53068 and Public Contract Code Section 4104.5, any bid received after the scheduled closing time for receipt of bids or after any extension due to material changes shall be returned to the Bidder unopened. At the time set forth in the Notice to Contractors Calling for Bids for the opening of bids, the sealed bids will be opened and read aloud at the OWNER’S office.
3. BID SECURITY/DELIVERY OF DOCUMENTS: Each bid shall be accompanied by a certified or cashier’s check or bid bond issued by an admitted surety insurer, as defined in Civil Procedure Code Section 995.120, in the amount of not less than ten percent (10%) of the total bid amount stated in the bid. Said check or bond shall be made payable to the OWNER and shall be given as a guarantee that the Bidder, if awarded one or more categories of work, will enter into an Agreement within five (5) calendar days of receiving Notice of Award of the contract(s), and will furnish, on the prescribed forms, those documents listed in the Bid Form. In case of refusal or failure to enter into the Agreement or return the documents as required by the OWNER, the check or bid bond, as the case may be, shall be forfeited to the OWNER and the OWNER may in its discretion either award the contract to the second lowest responsible Bidder or reject all bids. If the Bidder elects to furnish a bid bond as its bid security, the Bidder shall use the Bid Bond form included herein.

4. SIGNATURE: Any signature required on the Contract Documents must be signed in the name of the Bidder, must bear the signature of the person or persons duly authorized to sign the documents, and must be in permanent blue ink. If Bidder is a corporation, the legal name of the corporation shall first be set forth, together with either: (a) two (2) signatures: one (1) from among the chairman of the board, president or any vice president (collectively, the "Operational Officers") and one (1) from among the secretary, any assistant secretary, chief financial officer, or any assistant treasurer (collectively, the "Financial Officers"); or (b) one (1) signature, provided that the corporate officer holds at least one office as an Operational Officer and one (1) office as a Financial Officer for the corporation; or (c) one (1) signature of an officer or agent, provided that a properly executed corporate resolution authorizing such person to sign on behalf of and bind the corporation is submitted with the Bid Form. Such documents shall include the title of such signatories below the signature and shall bear the corporate seal. If Bidder is a joint venture or partnership, there shall be submitted with the bid, certifications signed by authorized officers of each of the parties to the joint venture or partnership, naming the individual who shall sign all necessary documents for the joint venture or partnership and, should the joint venture or partnership be the successful Bidder, the individual who shall act in all matters relative to the contract resulting therefrom for the joint venture or partnership. If Bidder is an individual, his/her signature shall be placed on such documents.
5. MODIFICATIONS: Changes in or additions to the Bid Form, recapitulations of the work bid upon, alternative proposals, or any other modification of the Bid Form which is not specifically called for in the Contract Documents may result in the OWNER'S rejection of the bid as not being responsive to the invitation to bid. No oral or telephonic modification of any bid submitted will be considered and a telegraphic modification may be considered only if the postmark evidences that a confirmation of the telegram duly signed by the Bidder was placed in the mail prior to the opening of bids.
6. ERASURES, INCONSISTENT OR ILLEGIBLE BIDS: The bid submitted must not contain any erasures, interlineations or other corrections unless each such correction creates no inconsistency and is suitably authenticated by affixing in the margin immediately opposite the correction the signature or signatures of the person or persons signing the bid. In the event of inconsistency between words and figures in the bid price, words shall control figures. In the event the OWNER determines that any bid is unintelligible, inconsistent or ambiguous, the OWNER may reject such bid as not being responsive to the invitation to bid.
7. EXAMINATION OF SITE AND CONTRACT DOCUMENTS: At its own expense and prior to submitting its bid, each Bidder shall examine the Contract Documents; visit the site and determine the local conditions which may in any way affect the performance of the work, including the prevailing wages and other relevant cost factors; familiarize itself with all Federal, State and local laws, ordinances, rules, regulations and codes affecting the performance of the work, including the cost of permits and licenses required for the work; make such surveys and investigations, including investigation of subsurface or latent physical conditions at the site; determine the character, quality, and quantities of the work to be performed and the materials and equipment to be provided; and correlate its observations, investigations and determinations with the requirements of the Contract Documents. The Contract Documents show and describe the existing conditions as they are believed to have been used in the design of the work. The OWNER shall not be liable for any loss sustained by the CONTRACTOR resulting from any variance between the conditions and design data given in the Contract Documents and the actual

conditions revealed during the Bidder's examination or during the progress of the work. The failure or omission of any Bidder to receive or examine any contract document, form, instrument, addendum, or other document or to visit the site and become acquainted with conditions there existing shall in no way relieve any Bidder from any obligation with respect to his bid or to the contract. The submission of a bid shall be incontrovertible evidence that the Bidder has complied with all the requirements of this provision of the Information for Bidders. Bidders shall not at any time after submission of the bid, dispute, complain or assert that there were any misunderstandings with regard to the nature or amount of work to be done.

8. WITHDRAWAL OF BIDS: Any bid may be withdrawn, either personally, by written request or by telegraphic request confirmed in the manner specified above for bid modifications, at any time prior to the scheduled closing time for receipt of bids. All requests for bid withdrawal must be accompanied with a power-of-attorney or other proof acceptable to the OWNER which authorizes the individual requesting the bid withdrawal to so act on behalf of the Bidder. The bid security for bids withdrawn prior to the scheduled closing time for receipt of bids, in accordance with this Section shall be returned on demand therefore. As specified in the Notice to Contractors Calling for Bids, no Bidder may withdraw any bid for a period of one hundred and twenty (120) calendar days after the date set for the opening of bids.
9. AGREEMENTS AND BONDS: The Agreement form which the successful Bidder, as CONTRACTOR, will be required to execute, and the form of the payment bond which such CONTRACTOR will be required to furnish in accordance with Civil Code Section 3247 prior to execution of the Agreement, are included in the Contract Documents and should be carefully examined by the Bidder. Unless otherwise specified in the Special Conditions, if any, the payment bond shall be in the amount of one hundred percent (100%) of the amount of the contract. The CONTRACTOR will also be required to furnish a performance bond in the amount of one hundred percent (100%) of the amount of the contract and in the form included in the Contract Documents, and Certificates of Insurance as required in the contract, all prior to execution of the contract. The payment and performance bonds must be executed by an admitted surety insurer.
10. INTERPRETATION OF PLANS AND DOCUMENTS: If any prospective Bidder is in doubt as to the true meaning of any part of the Contract Documents, or finds discrepancies in, or omissions from the drawings and specifications, a written request for an interpretation or correction thereof may be submitted to the CONSTRUCTION MANAGER. The Bidder submitting the request shall be responsible for its prompt delivery. In case of disagreement or conflict between or within standards, specifications, and drawings, the more stringent, higher quality and greater quantity of work shall be included in the bid. Any interpretation or correction of the Contract Documents will be made solely at OWNER'S discretion and only by written addendum duly issued by the ARCHITECT and approved by the OWNER, and a copy of such addendum will be hand delivered, mailed, e-mailed or faxed to each Bidder known to have received a set of the Contract Documents. No person is authorized to make any oral interpretation of any provision in the Contract Documents, nor shall any oral interpretation be binding on the OWNER. Requests for clarification or explanation should be submitted to CONSTRUCTION MANAGER no later than the seventh (7th) calendar day preceding the date set for submission of bids. If discrepancies on drawings, or in specifications, or conflicts between drawings and specifications are not covered by addenda, Bidder shall include in the bid the method of construction and materials resulting in the higher bid. Bidder shall become familiar with the plans, specifications and drawings. SUBMITTAL

OF A BID WITHOUT CLARIFICATIONS SHALL BE INCONTROVERTIBLE EVIDENCE THAT THE BIDDER HAS DETERMINED THAT THE PLANS, SPECIFICATIONS AND DRAWINGS ARE SUFFICIENT FOR BIDDING AND COMPLETING THE JOB; THAT BIDDER IS CAPABLE OF READING, FOLLOWING AND COMPLETING THE JOB IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS AND DRAWINGS; AND THAT THE PLANS, SPECIFICATIONS AND DRAWINGS FALL WITHIN AN ACCEPTABLE STANDARD FOR PLANS, SPECIFICATIONS AND DRAWINGS.

11. ADDENDA: Addenda issued during time of bidding shall be included in bid and shall be made a part of the contract. Bidder shall list in the Bid Form each addendum received.
- A. Addenda will be prepared and issued to Bidders at the option of the ARCHITECT.
 - B. Name and telephone number of the individual who is responsible for the bidding procedure and the receipt of Addenda shall be filed at the pick-up location.
 - C. Addenda will be issued only to Bidders who have obtained bid sets at the designated pick-up location and to Plan Rooms where bid documents are on file.
 - D. Addenda issued more than four (4) working days prior to the day bids are designated to be opened shall be mailed to Bidders and Plan Rooms via UPS, with no prior telephone notification.
 - E. Bidders who have obtained bid sets at the designated pick-up location will be notified by telephone when any Addendum is issued less than four (4) working days prior to day bids are to be opened. The Addendum will be transmitted to Bidders and Plan Rooms via UPS.
 - F. In the event a material change is made by addendum within 72 hours prior to the bid deadline, the date and time to submit bids will be extended by at least 72 hours.
 - G. Addenda will NOT be transmitted to Bidders or Plan Rooms via Facsimile Copier (FAX).
 - H. Bidders shall be responsible for confirming they are in receipt of all addenda.
12. BIDDERS INTERESTED IN MORE THAN ONE BID: No person, firm or corporation shall be allowed to make or file, or be interested in more than one (1) bid for the same work unless alternate bids are specifically called for. If alternate bids are not called for and if the OWNER has reasonable grounds for believing that any Bidder is interested in more than one proposal for the work will be cause for rejecting all proposals in which such Bidder is interested and the Bidder will forfeit its bid security to the OWNER. A person, firm, or corporation that has submitted a sub-proposal to a prime Bidder, or that has quoted prices of materials to a prime Bidder, is not thereby disqualified from submitting a sub-proposal or quoting prices to other prime Bidders, but is then prohibited from making a prime proposal. The OWNER intends to award a contract for lowest responsive and responsible Bidder.

13. AWARD OF CONTRACT: The OWNER reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding. If two identical low bids are received from responsible Bidders, the OWNER will determine which bid will be accepted pursuant to Public Contract Code Section 20117. The award of the contract, if made by the OWNER, will be by action of the governing board and to the lowest responsible Bidder therefore from among those Bidders responsive to the call for bids. In the event an award is made to a Bidder and such Bidder fails or refuses to execute the contract and provide the required documents within five (5) calendar days after notification of the award of the contract to Bidder, the OWNER may award the contract to the next lowest Bidder or release all Bidders. Each bid must conform and be responsive to the Contract Documents.

14. ALTERNATES: If alternate bids are called for, the Notice to Contractors Calling for Bids shall specify which one (1) of the following methods will be used to determine the lowest bid:

- A. The lowest bid shall be the lowest bid price on the base bid without consideration of the prices on the additive or deductive items;
- B. The lowest bid shall be the lowest total bid prices on the base bid and those additive or deductive items that are specifically identified in the Notice to Contractors Calling for Bids as being used for the purpose of determining the lowest bid price;
- C. The lowest bid shall be the lowest total of the bid prices on the base bid and those additive or deductive items taken in order from the specifically identified list of those items, depending upon available funds, as identified in the Notice to Contractors Calling for Bids and provided that said additive and/or deductive items when added to or subtracted from the base bid, are less than, or equal to, the funding amount publicly disclosed by the OWNER before the first bid is opened; or
- D. The lowest bid shall be determined in a manner that prevents any information that would identify any of the Bidders or proposed subcontractors from being revealed to the OWNER before the ranking of all Bidders from lowest to highest has been determined.

A responsible Bidder who has submitted the lowest bid as determined by this Section shall be awarded the contract, if it is awarded. This Section does not preclude the OWNER from adding to or deducting from the contract any of the additive or deductive items after the lowest responsible Bidder has been determined.

15. COMPETENCY OF BIDDERS: In selecting the lowest responsible Bidder, consideration will be given not only to the financial standing but also to the general competency of the Bidder for the performance of the work covered by the bid. Each Bidder agrees that, if its bid is accepted, it shall perform that portion of work designated in its bid which shall constitute at least 15% of the work, exclusive of supervisory and clerical work, without the services of any subcontractor. By submitting a bid, each Bidder agrees that the OWNER, in determining the successful Bidder and its eligibility for the award, may consider the Bidder's experience and facilities, conduct and performance under other contracts, financial condition, reputation in the industry, and

other factors which could affect the Bidder's performance of the work. Unless already prequalified by the OWNER within one (1) year of submitting the OWNER'S prequalification documents, each bid shall be further supported by the OWNER'S prequalification questionnaire comprised of the CONTRACTOR'S Statement of Experience and Financial Condition, Affidavit of CONTRACTOR and Certificate of Accountant. Pursuant to Public Contract Code Section 20111.5, the information in the prequalification documents will be kept confidential, and ratings of individual firms will only be disclosed upon written request of that firm.

The OWNER may also consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of work. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the OWNER. In this regard, the OWNER may conduct such investigations as the OWNER deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications and financial ability of the Bidder, proposed subcontractors, and other persons and organizations to do the work in accordance with the Contract Documents to the OWNER's satisfaction within the prescribed time; and the OWNER reserves the right to reject the bid of any Bidder who does not pass any such evaluation to the satisfaction of the OWNER. No bid for the work will be accepted from a CONTRACTOR who is not licensed in accordance with applicable State law.

16. LISTING SUBCONTRACTORS: Each Bidder shall submit with the bid, on the form furnished with the Contract Documents, a list of the proposed subcontractors, license numbers and locations of the places of business of each subcontractor who will perform work or labor or render service to the Bidder in or about the Project or a subcontractor who, under subcontract to the Bidder, specially fabricates and installs a portion of the work in an amount in excess of one-half of one percent ($\frac{1}{2}\%$) of the Bidder's total bid, as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 et seq.). If alternate bids are called for and the Bidder intends to use different or additional subcontractors, a separate list of subcontractors must be submitted for each such alternate. As provided by Public Contract Code Section 6109, no Bidder shall list or otherwise permit a subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on the Project. If the Bidder fails to specify a subcontractor for any portion of the work in excess of one half of one percent ($\frac{1}{2}\%$) of the Bidder's total bid, the Bidder agrees that he/she is fully qualified to perform that work and agrees to perform that portion of the work. Violation of this requirement (including the procurement of a subcontractor for the Project if no subcontractor is specified) can result in the OWNER invoking the remedies of Public Contract Code Sections 4110 and 4111.

Prime CONTRACTORS bidding this Project shall require, pursuant to Public Contract Code Section 4108, the following subcontractors providing labor or labor and materials to supply an original signature on a fully executed 100% Faithful Performance Bond and 100% Payment Bond:

All such subcontractor bonds shall be delivered by the Prime CONTRACTOR to the OWNER through the CONSTRUCTION MANAGER within thirty (30) calendar days following the Prime CONTRACTOR'S receipt of notification of the award of the contract(s) for the Project. The failure by or refusal of a subcontractor to comply with this requirement may result in that subcontractor's substitution consistent with Public Contract Code Sections 4108(b) and 4107(a)(4). All Prime CONTRACTORS bidding on the Project must specify this requirement for subcontractor bonds in their written or published request for subcontractor bids.

The practice of issuing separate purchase orders and/or subcontractors for the purpose of circumventing the subcontractor bonding requirement shall not serve to exempt the CONTRACTOR from these requirements.

No payments, except for a reimbursement payment to the Prime CONTRACTOR for the cost of the Prime CONTRACTOR'S own Faithful Performance and Payment Bonds, shall be made to the Prime CONTRACTOR until the Prime CONTRACTOR provides the aforementioned subcontractor bonds to the OWNER through the CONSTRUCTION MANAGER.

17. WORKERS' COMPENSATION: In accordance with the provisions of Section 3700 of the Labor Code, the successful Bidder, as CONTRACTOR, shall secure the payment of compensation to all employees. CONTRACTOR shall sign and file with OWNER the following certificate prior to performing the work under the 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 a part of the Contract Documents.
18. CONTRACTOR'S LICENSE: If, at the time the bids are opened, Bidder is not licensed to perform the Project in accordance with Division 3, Chapter 9 of the Business and Professions Code of the State of California and the Notice to Contractors Calling for Bids, such bid will be rejected as non-responsive (Public Contract Code Section 3300). Pursuant to Business and Professions Code Section 7028.15, no payment shall be made for work or materials under the contract unless and until the Registrar of Contractors verifies to the OWNER that the Bidder was properly licensed at the time the bid was submitted. Any Bidder not so licensed is subject to penalties under the law and the contract will be considered void and OWNER shall have the right to bring an action against the unlicensed Bidder awarded the contract for recovery of all compensation paid under the contract (Business and Professions Code Section 7031(b)). If the license classification specified hereinafter is that of a "specialty CONTRACTOR" as defined in Section 7058 of the Business and Professions Code, the specialty CONTRACTOR awarded the contract for his work shall construct a majority of the work, in accordance with the provisions of Business and Professions Code Section 7059. The Bidder may not use the CONTRACTOR license of a third party for this bid. The CONTRACTOR and its subcontractors must maintain the license throughout the duration of the contract and warranty period.
19. ANTI-DISCRIMINATION: It is the policy of the OWNER that in connection with all work performed under contracts, there be no discrimination against any prospective or active employee engaged in the work because of race, color, ancestry, national origin, religious creed, sex, age, physical disability, mental disability, medical condition or

marital status. The CONTRACTOR agrees to comply with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, beginning with Government Code Section 12900, and Labor Code Section 1735. In addition, the CONTRACTOR agrees to require like compliance by any subcontractors employed on the work by any such CONTRACTOR.

20. HOLD HARMLESS: The CONTRACTOR shall indemnify and hold harmless the OWNER, ARCHITECT, INSPECTOR OF RECORD, CONSTRUCTION MANAGER, their officers, agents, and employees from every claim or demand made, and every liability, loss, damage, or expense, of any nature whatsoever, which may be incurred by reason of:
- A. Liability for damages for (1) death or bodily injury to persons; (2) injury to, loss or theft of property; or (3) any other loss, damage or expense arising under either (1) or (2) above, sustained by the CONTRACTOR or any person, firm or corporation employed by the CONTRACTOR upon or in connection with the work called for in the Agreement, except for liability resulting from the sole negligence, or willful misconduct of the OWNER, ARCHITECT, INSPECTOR OF RECORD, CONSTRUCTION MANAGER, their officers, employees, agents or independent CONTRACTORS who are directly employed by the OWNER, and except for liability resulting from the active negligence of the OWNER, ARCHITECT, INSPECTOR OF RECORD or CONSTRUCTION MANAGER.
 - B. Any injury to or death of persons or damage to property caused by any act, neglect, default or omission of the CONTRACTOR, or any person, firm or corporation employed by the CONTRACTOR, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation, including the OWNER, ARCHITECT, INSPECTOR OF RECORD or CONSTRUCTION MANAGER, arising out of, or in any way connected with the work covered by the Agreement, whether said injury or damage occurs either on or off OWNER property, if the liability arose from the negligence or willful misconduct of anyone employed by the CONTRACTOR, either directly or by independent contract, and not by the active negligence of the OWNER, ARCHITECT, INSPECTOR OF RECORD or CONSTRUCTION MANAGER.
 - C. Any failure or alleged failure to comply with any provision of law or the Contract Documents.
 - D. Any dispute between CONTRACTOR and CONTRACTOR'S subcontractors/suppliers/sureties, including, but not limited to any failure or alleged failure of the CONTRACTOR (or any person hired or employed directly or indirectly by the CONTRACTOR) to pay any subcontractor or materialman of any tier or any other person employed in connection with the work and/or filing of any stop notice or mechanic's lien claims.

- E. In the event CONTRACTOR is required to access the OWNER'S computer system or network in the performance of the contract, the CONTRACTOR shall provide 48-hours advance notification to the OWNER. In the event such access infects the OWNER'S computer network, system, or device with a virus, Trojan Horse, worm, or any other computer programming routine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system data or personal information, CONTRACTOR agrees to indemnify OWNER and pay for any and all losses, damages and expenses incurred by OWNER to remedy any such infection.

The CONTRACTOR, at CONTRACTOR'S own expense, cost and risk shall defend any and all actions, suits or other proceedings that may be brought or instituted against the OWNER, ARCHITECT, INSPECTOR OF RECORD, CONSTRUCTION MANAGER, their officers, agents or employees, or any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the OWNER, ARCHITECT, INSPECTOR OF RECORD or CONSTRUCTION MANAGER, their officers, agents or employees in any action, suit or other proceedings as a result thereof.

21. SURETY QUALIFICATIONS: All surety companies which are admitted surety insurers, pursuant to California Code of Civil Procedure Section 995.120 and comply with the provisions of California Code of Civil Procedure Sections 995.630 and 995.660, shall be satisfactory to the OWNER.
22. TIME PERIOD FOR COMPLETION OF THE WORK AND LIQUIDATED DAMAGES: All work must be completed within the time limits set forth in the Notice to Contractors Calling for Bids. It is agreed that damages for the failure of the CONTRACTOR to complete the total work described herein within the time limits required are impossible to ascertain but that the sum of _____ **DOLLARS (\$ _____)** per day is a reasonable estimate. Should the work not be completed within the specified time for completion, the CONTRACTOR shall be liable for liquidated damages, payable to the OWNER, in an amount of _____ **DOLLARS (\$ _____)** for each calendar day of delay in completion, as well as actual additional out-of-pocket costs and expenses incurred by the OWNER as set forth in Section 6 of the Agreement.

CONTRACTOR is to refer to Section 01310 Project Construction Schedule for duration of individual activities contained within the _____ (_____) **consecutive calendar day** Project requirement. Liquidated damages may be assessed if any individual activity duration exceeds the time indicated for that activity on the Project Construction Schedule.

23. DRUG-FREE WORKPLACE CERTIFICATION: Pursuant to Government Code Section 8350 et seq., the successful Bidder will be required to execute a Drug-Free Workplace Certificate upon execution of the Agreement. The CONTRACTOR will be required to take positive measures outlined in the certificate in order to ensure the presence of a drug-free workplace. Failure to abide with the conditions set forth in the Drug-Free Workplace Act could result in penalties including termination of the Agreement or suspension of payment thereunder.

24. REQUIRED CERTIFICATIONS WITH BID FORM: All Bidders are required to execute and submit together with the Bid Form, the following certifications:
- A. Non-Collusion Declaration, identified herein as Attachment No. 1 to Bid Form as required by Public Contract Code Section 7106.
 - B. Site Visit Certification, identified herein as Attachment No. 2 to Bid Form.
 - C. Designation of Subcontractors, identified herein as Attachment No. 3 to Bid Form.
 - D. Certified or Cashier's Check consistent with Section 3 above or Bid Bond, identified herein as Attachment No. 4 to Bid Form.
 - E. Bidder's Acknowledgement of Project Schedule, identified herein as Attachment No. 5 to Bid Form.
 - F. Storm Water Pollution Prevention Certification, identified herein as Attachment No. 6 to Bid Form.
25. REQUIRED CERTIFICATIONS WITH AGREEMENT: Concurrent with submission of the Agreement, the successful Bidder shall submit the following documents:
- A. Performance Bond, identified herein as Attachment No. 1 to Agreement.
 - B. Payment Bond, identified herein as Attachment No. 2 to Agreement.
 - C. Worker's Compensation Certification, identified herein as Attachment No. 3 to Agreement.
 - D. Drug-Free Workplace Certification, identified herein as Attachment No. 4 to Agreement.
 - E. Conduct Rules for Contractors, identified herein as Attachment No. 5 to Agreement.
 - F. Asbestos and Other Hazardous Materials Certification, identified herein as Attachment No. 6 to Agreement. Each successful Bidder shall be required to execute and submit to the OWNER an Asbestos and Other Hazardous Materials Certification prior to commencing Work on the Project.
 - G. Lead-Based Paint Certification, identified herein as Attachment No. 7 to Agreement. Pursuant to the Lead-Safe Schools Protection Act (Education Code Section 32240 et seq.) and other applicable law, each successful Bidder will be required to complete a Lead-Based Paint Certification prior to commencing Work on the Project.
 - H. Criminal Records Check Certification, identified herein as Attachment No. 8 to Agreement. If any portion of the Work for the Project is to be performed at an operating school, each successful Bidder and its subcontractors shall be required to comply with the applicable

requirements of Education Code Section 45125.2 with respect to fingerprinting of employees who may have contact with the OWNER'S pupils. Successful Bidders and their subcontractors will be required to complete the Criminal Records Check Certification Form prior to commencing Work on the Project.

26. PREVAILING WAGES:

Each worker on the Project must be paid not less than the applicable prevailing rates of per-diem wages in the locality in which the Work is to be performed for each craft or type of worker needed to execute the Contract ("Prevailing Wages"). A copy of the applicable rates of Prevailing Wages is on file and available for review at the Place for Submitting Bids, and a copy will be posted at the Project Site. The Work will be subject to monitoring by the California Department of Industrial Relations ("DIR") and/or the Compliance Monitoring Unit of the DIR ("CMU"). The OWNER will conduct a mandatory conference for the purpose of describing labor-law requirements.

Each Bidder agrees that if its bid is accepted, it shall comply with all applicable provisions of: (1) the California Labor Code (2) the DIR'S CMU and (3) SBX2-9.

The successful Bidder and all subcontractors utilized by the successful Bidder on the project shall maintain and furnish to the DIR on a periodic basis as directed by the DIR, but in no event less frequent than once each month, certified copies of weekly payroll reports signed under penalty of perjury. The DIR shall review the payroll reports to verify compliance with the prevailing wage requirements and shall conduct audits and onsite investigation as it deems necessary. The prevailing rate of per diem wages and a description of employer payments are on file at the DISTRICT OFFICE and are available to any interested party upon request. If the payroll records or reports are delinquent or inadequate, the DISTRICT shall withhold contract payments. Additionally, if after an investigation it is established that an underpayment occurred, the DISTRICT shall withhold contract payments equal to the amount of underpayment and applicable penalties. The DISTRICT thereafter shall follow the requirements regarding notice to the Prime CONTRACTOR or subcontractor as provided in Labor Code Section 1771.6.

As required by Sections 1773 and 1773.2 of the California Labor Code, the Director of the DIR has determined the general prevailing rates of wages in the locality in which the work is to be performed. Copies of these wage rate determinations, entitled PREVAILING WAGE SCALE, are maintained at the OWNER'S office and are available to any interested party upon request. The CONTRACTOR shall post a copy of this document at each jobsite. The CONTRACTOR and any subcontractor under it shall pay not less than the specified prevailing rates of wages to all workers employed in the execution of the contract. Certified payroll records will be required and will be checked by the OWNER, or its assigned third party.

27. EMPLOYMENT OF APPRENTICES: The CONTRACTOR and all subcontractors shall comply with the OWNER'S or its third party consultant's LCP, as applicable, and provisions of the California Labor Code including, but not limited to, Sections 1777.5, 1777.6 and 1777.7 concerning the employment of apprentices. The CONTRACTOR and all its subcontractors shall comply with the requirements of said Sections, including applicable portions of all subsequent amendments in the employment of apprentices. The CONTRACTOR shall have full responsibility for compliance with said Labor Code Sections, for all apprenticeable occupations, regardless of any other contractual or employment relationship alleged to exist.

28. NON-COLLUSION DECLARATION: Public Contract Code Section 7106 requires Bidders to submit a declaration of non-collusion with their bids. This form is included with the bid package and must be signed and dated by the Bidder under penalty of perjury.
29. STORM WATER POLLUTION PREVENTION CERTIFICATION: Consistent with the requirements of the federal Clean Water Act, the Project is subject to storm water pollution prevention requirements, which may include the implementation of a Storm Water Pollution Prevention Plan and/or implementation of local storm water requirements, which prohibit the discharge of pollutants from the Project site. Bidders shall submit, with their bid, the Storm Water Pollution Prevention Certification included with the bid package, which must be signed by the Bidder under penalty of perjury and notarized.
30. NO TELEPHONE OR FACSIMILE AVAILABILITY: No telephone or facsimile machine will be available to Bidders on the OWNER premises at any time.
31. JOB WALK AND PRE-BID CONFERENCE: A pre-bid conference will be held at the site for attendance by any interested Bidder with representatives of the OWNER, ARCHITECT and CONSTRUCTION MANAGER. Although the job walk is highly recommended, it is not mandatory. **The pre-bid conference and job walk will commence at _____ a.m. on _____, 20__ . All attendees shall meet at the PROJECT NAME, _____.**

END OF SECTION



REQUEST FOR PROPOSALS

**MAGNOLIA SCIENCE ACADEMY, SANTA ANA
DSA INSPECTOR OF RECORD AND TESTING SERVICES
GYMNASIUM PROJECT**

**DSA Application Number 04-112861
File Number 30-25**

Posted

October 4, 2017

Submit Responses To:

Erdinc Acar
Magnolia Public Schools

RFP Due Date:

October 11, 2017

No Later Than 5:00 P.M.

**MAGNOLIA EDUCATIONAL & RESEARCH FOUNDATION
250 EAST 1ST STREET, SUITE 1500
LOS ANGELES, CA 90012**

I- GENERAL INFO

The Magnolia Educational & Research Foundation (“Magnolia”, “Magnolia Public Schools” or “Charter”) is requesting Proposals for DSA Inspector of Record Services and Special Testing and Inspection, for work associated with the construction of a gymnasium and playground area for **Magnolia Science Academy, Santa Ana, 2840 W. 1st Street, Santa Ana, CA 92703**. The project design has been approved by DSA. The gymnasium will be constructed adjacent to the recently completed classroom building. The campus is an active school with 730 students in grades Kindergarten through Twelfth Grade.

The purpose of this Request for Proposals (“RFP”) is to obtain information that will enable Magnolia to select a DSA IOR Firm that can assist the Charter with such services as the Charter may require through construction of the gymnasium and playground area for Magnolia Science Academy Santa Ana. Each firm responding to this RFP should be prepared and equipped to provide comprehensive IOR services on behalf of the Charter in an expeditious and timely manner to enable the Charter to meet critical time deadlines and schedules.

Accordingly, the Charter is requesting proposals from qualified firms, partnerships, corporations, associations, or professional organizations to provide **Erdinc Acar, and delivered to the Magnolia office no later than 5:00 p.m. on October 11, 2017**. Late proposals will not be considered. Each proposal shall be treated as confidential until this deadline, after which time each proposal shall become a matter of public record.

The Charter reserves the right to negotiate modifications with any firm as may be required to serve the best interests of the Charter and to negotiate the final contracts with the most qualified candidates.

All proposals will become the property of the Charter. Information in Proposals will become public property and subject to disclosure laws. The Charter reserves the right to make use of any information or ideas in the proposals. All proposals will be maintained as confidential working papers until officially placed on the School Board meeting agenda.

The Charter reserves the right to reject any and all proposals and to waive any informality in any proposal received. No obligation, either expressed or implied, exists on the part of the Charter to make an award or to pay any costs incurred in the preparations or submission of a proposal. All costs associated with the preparation or submission of proposals for this RFP is solely the responsibility of the candidates.

In order to allow Magnolia Public Schools to make an informed decision regarding the selection of a consultant among responsible and responsive candidates, the proposal must contain the following elements or evidence that the firm meets or exceeds the requirements stated herein.

II- IOR SCOPE OF WORK

- 1) Provide DSA Class I Project Inspector for inspection services in accordance with Title 24 of California Code of Regulations and DSA IR A-8 in collaboration with Magnolia Public Schools staff, architects, consultants, general contractors, sub-contractors and all other required agencies to completion of a DSA approved project;
- 2) Verify that the construction of the project matches the plans and specifications and any approved change orders to those documents, and ensure that the project stays in compliance with all applicable codes and DSA requirements during construction;
- 3) Provide all necessary inspection services including the coordination of Testing and Special Inspections;
- 4) Interface with the assigned DSA inspector and submit all information as required;
- 5) Work with the Charter in the coordination and quality control of all project inspections, reports and tests. Prepare and submit all necessary forms and reports via the DSA box system;
- 6) Coordinate the close out of the project with the Construction Manager and General Contractor;
- 7) Proactively communicate with Magnolia Public Schools as owner.

III- PROJECT DESCRIPTION

The scope of the project includes construction of the Gymnasium building, connecting utilities from the pull boxes already existing at the site as shown in the drawings and portion of site work including lunch tables, benches and structures, playground area and equipment as shown in drawings/specifications as in **Exhibit A**.

The gymnasium building is a 6,509 sqft, Type V A, fully sprinklered building with automatic fire alarm system. It is a CMU building with steel and metal deck roof structure and metal stud framing. The drawings and specifications including the general conditions are already approved by DSA, see APP 04-112861 in the tracker. DSA box is already operational based on the completed school building is still in operation. Portion of the DSA approved buildings and site is already built. The area built is already updated in the DSA box by the IOR and the A-E consultants and has no deviations. The site has existing functional school building with finished site work, parking, fire lane, landscaping and utilities.

The building pad is already available, built during the construction of the school building and the associated site work and certified by the owner's Geotechnical engineer. The owner to provide the certification.

The school is operational and the area of the construction will be fenced off to ensure proper safety and functioning of the existing school and their needs. Please note that part of this project is closed and obtained DSA certification #1 for the DSA project APP 04-112861.

The duration of construction for the Gymnasium and associated site work is anticipated to be nine (9) months.

IV- **FORMAT FOR PROPOSAL SUBMISSION**

B) GENERAL INSTRUCTIONS

All proposals are to be submitted in compliance with the format set forth below and in the order as outlined to facilitate evaluation by the Charter of the candidate's ability to meet or exceed the specified requirements under the heading "Scope of Work."

The proposals shall be presented in a bound 8-1/2 inch by 11-inch (vertical) format. Submit **three (3) hard copies and one (1) electronic copy in PDF format via email** of each proposal. All submittals shall be tabbed for easy referral to the numbered answer. All submittals shall become the property of the Charter and will not be returned.

Clarifications or questions regarding submittals must be submitted in writing to **Erdinc Acar**, via email to eracar@magnoliapublicschools.org. Please include the name of your firm and telephone number when making inquiries. All proposals are due **no later October 11, 2017, 5:00 p.m.**

SPECIAL NOTE: Individuals and firms responding to the RFP are cautioned to not contact school Board Members, Magnolia leadership, staff or existing consultants without the express permission of Erdinc Acar. Failure to observe these criteria could potentially result in disqualification.

C) FORMAT REQUIREMENTS:

Proposals **must** be typewritten, concise, straightforward, and must address each requirement and question. The sequence to be followed is as follows:

1. Cover Page

- a. Name of Firm
- b. Project Title – Proposal for IOR and Testing Services, MSA Santa Ana Gym Project
- c. Date Submitted

2. General Information

- a. Name, address, telephone, and e-mail address of firm, name and email for contact persons.
- b. License number, type of license, State of license or registration;
 - i. Legal form of firm (i.e. corporation, partnership, etc.).
Please state the year your firm or organization was established;
 - ii. Number and names of principals in the firm;
 - iii. Number of employees;
- c. Provide a short resume of your firm's principals, including registrations/licenses and State (Please limit to one page per person);
- d. Short resume of key personnel to be assigned to this project, included position. (Please limit to one page per person), with each resume containing the following information/;
 - i. Project-specific responsibilities and description of work to be performed;
 - ii. Estimated percentage of the individual's time that will be devoted to the project;
 - iii. Specific qualifications;
 - iv. Years with the firm;
 - v. Number of projects of similar nature performed by subject of resume;
 - vi. Position held and responsibilities on work of similar nature; and,
 - vii. Education, licenses held, qualification, etc.

3. Qualification and References

- a. Provide information to show that your proposed team has suitable resources available to ensure satisfactory completion of the work.
- b. Please provide a minimum of five (5) completed individual projects. Describe recent projects; ideally, public works projects, performed within the last five (5) years for which your firm or its senior personnel provided the IOR Services. Describe in full the services provided by your firm.
- c. Provide a list of at least five (5) references, including names, addresses, telephone and e-mail addresses of all contact persons with respect to projects which your firm or its senior personnel has worked on within the last five years, and any other references you wish to provide who may provide information to the Charter regarding your firm's qualifications. List the project's owner and contractors for each reference. Please be advised that some references will be contacted.

4. Insurance Coverage

Each submittal must include a copy of the respondent's Certificate of Insurance. This may be marked confidential and included with the "original" (wet signature) proposal. The firm or organization shall be required to carry the following insurance:

- a. Comprehensive General Liability and Property Liability Insurance, with a minimum limit two million dollars (\$2,000,000), with the Charter named as Additional Insured and Southern California Schools Risk Management as Additional Insured;
- b. Comprehensive Automobile Liability Insurance, including owned, non-owned, and hired vehicles with minimum limit of one million dollars (\$1,000,000);
- c. Workers' Compensation and Employer Liability, statutory limit;
- d. In addition, the Charter will require a firm or organization to carry Professional Liability Insurance with minimum one million dollars (\$1,000,000) per claim per annual aggregate. Deductible not to exceed \$25,000 each claim; and

Note: All insurance must be issued by an insurance provider by an admitted carrier (licensed to do business in the State of California), carrying a rating of not less than A-VII in the most current A. M. Best's Insurance Guide - Property Casualty or otherwise acceptable to Owner.

5. Litigation History

Provide a complete list of construction related litigation within the past five years involving your firm. Include the names of the participants and a contact person and phone number. Indicate whether your firm or any predecessor firm has filed for protection under the United States bankruptcy code within the last seven (7) years. If so, provide the name of the court where filed, the case title, and the disposition of the case. Proposals failing to provide the requested information of lawsuits, litigation or claims will be considered non-responsive and will not be evaluated.

6. Conflict of Interest

Respondent shall certify that no official or employee of the Charter, nor any business entity in which an official of the Charter has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract, nor that any such person will be employed in the performance of any contract without immediate divulgence of this fact to the Charter.

7. Budgetary Estimate for Fees:

- a. Provide the hourly rate for each proposed job classification, and any others that may become necessary due to additional services.
- b. Provide a fully loaded fee schedule for IOR and Testing services for the project as detailed in **Section II, Project Description**. Please provide an estimate and breakdown of reimbursable expenses.

**ALL RESPONSES MUST BE RECEIVED BY 5:00 p.m., October 11, 2017
LATE PROPOSALS AND PROPOSALS SUBMITTED BY FACSIMILE/EMAIL WILL NOT BE ACCEPTED**

V- EVALUATION OF PROPOSALS AND RECOMMENDATION

- A. Process: All RFP responses will be read and evaluated by a committee of Magnolia home office staff. Overall responsiveness and representations made within the RFP, as well as your firm's ability to connect with the MPS team are important factors in the overall evaluation process. MPS will select a firm that has the highest suitability for the work with MPS and the overall desirable approach.
- B. Award: Magnolia reserves the right to reject any and all proposals; to waive any informality in the proposal process; and to accept the proposal that appears to be in its best interests. Staff will make a recommendation to the Board of Directors to award a contract to the selected Vendor. The Board of Magnolia Public Schools will vote to award the contract at its ad hoc committee, regular or special meeting.
- C. Questions and Submission: Please feel free to direct questions to Erdinc Acar, preferably by email, as shown below.

Submission

All proposals are due **no later than 5:00 p.m. October 11, 2017**. Please deliver three (3) copies in care of the MERF address and one (1) copy by email as indicated below:

Erdinc Acar
c/o Magnolia Education & Research Foundation
250 E 1st Street, Suite 1500 Los Angeles, CA 90012
eracar@magnoliapublicschools.org
(213) 628 – 3634

EXHIBIT A

Magnolia Pacific Technology School, Santa Ana Vol1

PHASE II Plans for Gym, Cafeteria and Playground Area Construction

PROJECT
Magnolia Pacific
Technology School
Santa Ana

CLIENT
3840 West First Street
Santa Ana, CA 92703

ARCHITECT
Hoffman and Associates
17000 West 15th Street
Westminster, CA 92683

CONSULTANTS
Brentwood & Johnson
700 South Orange Ave., Suite 1800
Orange, CA 92667
Tel: (714) 794-6800

Sanku Design
17194 West Orange Ave., Suite 100
Irvine, CA 92614
Tel: (949) 250-9111

California State Geologist
4270 MacArthur Blvd.
Sacramento, CA 95823

Debra Lynn Engineering
271 W. Inglewood Ave., Suite 100
Irvine, CA 92614
Tel: (949) 850-7200

REGISTRATION

AGENCY APPROVAL

REGISTRATION STAMP
DIV. OF THE STATE ARCHITECT
APPROVAL NUMBER
AC 00103 - FEB 13 2014

DATE: FEB 13 2014

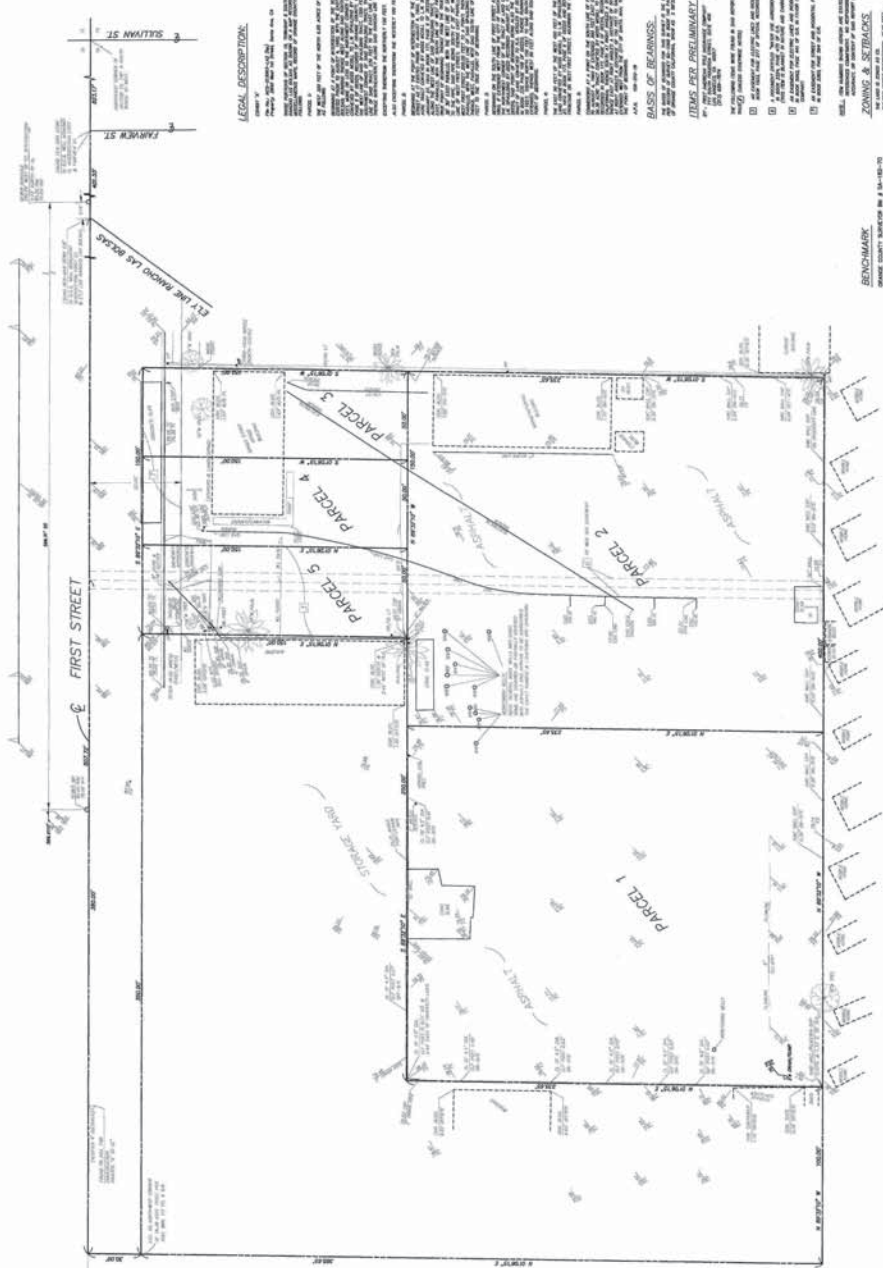
DATE
SUBMITTED: 01/22/2014
NO. 1584 MAG-CORP.

JOB NUMBER 13-27

SURVEY

A0.20

ALTA/A.C.S.M.
LAND TITLE SURVEY
IN THE CITY OF SANTA ANA, COUNTY OF ORANGE
STATE OF CALIFORNIA



LEGAL DESCRIPTION:
The above described parcels are situated in the City of Santa Ana, County of Orange, State of California, and are more particularly described as follows:
Parcel 1: A certain lot or parcel of land, situated in the City of Santa Ana, County of Orange, State of California, containing approximately 1.25 acres, more or less, as shown on the attached map, and being more particularly described as follows: [Detailed description of Parcel 1 boundaries and area]

BASES OF BEARINGS:
The bearings shown on this map were obtained from the following sources:
1. The bearings of the lines shown on this map were obtained from the following sources: [List of sources]

ITEMS FOR PRELIMINARY TITLE REPORT:
1. The survey was made on the basis of the following data: [List of data sources]

REMARKS:
1. The survey was made on the basis of the following data: [List of data sources]

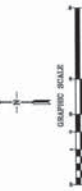
BENCHMARK:
The benchmark used in this survey was established by the State of California, and is located at the following point: [Location of benchmark]



LEGEND:
1. The survey was made on the basis of the following data: [List of data sources]

SURVEYOR'S NOTE:
This survey was made on the basis of the following data: [List of data sources]

SURVEYOR'S CERTIFICATE:
I, the undersigned, being a duly licensed Surveyor of the State of California, do hereby certify that the foregoing is a true and correct copy of the original survey as the same appears on the books of the Surveyor General of the State of California.



CLIENT:
MAGNOLIA PACIFIC
13850 MILTON AVE., SUITE 200 B
WESTMINSTER, CA 92683
CONTACT: (714) 888-7447

PERFORMED BY:
RUSSELL W. GIBB, L.E.
13850 MILTON AVE., SUITE 200 B
WESTMINSTER, CA 92683
PHONE: (714) 888-7447

ALTA/A.C.S.M. LAND TITLE SURVEY OF PARCELS 1 THROUGH 5 OF FIRST STREET SANTA ANA, CA 92703

2024 West Hill Road
 Santa Ana, CA 92705

CLIENT
 Magnolia Public Schools
 2000 North River Street
 Westminster, CA 92683

ARCHITECT
 Design and Associates
 10000 Wilshire Blvd, Suite 100
 Los Angeles, CA 90024
 Tel: (310) 206-4607

CONSULTANTS
 Engineer & Architect Associates
 200 North River Street, Suite 100
 Westminister, CA 92683
 Tel: (949) 259-9191

ARCHITECTURE ARCHITECTS
 1000 Wilshire Blvd, Suite 100
 Los Angeles, CA 90024
 Tel: (310) 858-4648



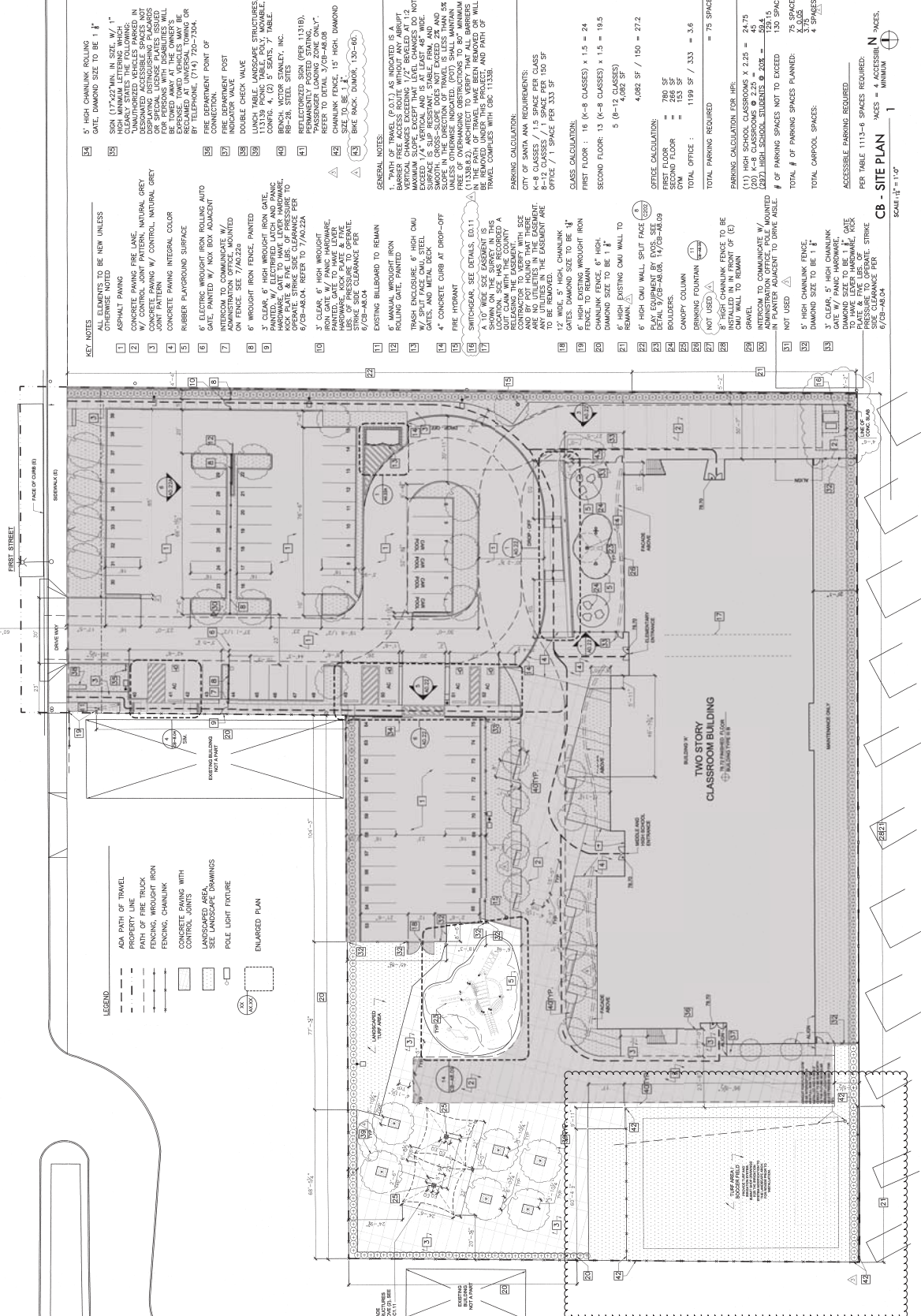
APPROVAL
 IDENTIFICATION STAMP
 CITY APPROVAL
 DATE

No.	Submittal	Date
1	DESIGN CHECK	02/01/24
2	PERMITS	02/11/24
3	PERMITS	02/11/24
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Site Plan
 Job Number: 19-27

A0.21-A



- KEY NOTES**
1. ALL ELEMENTS TO BE NEW UNLESS OTHERWISE NOTED
 2. ASPHALT PAVING
 3. CONCRETE PAVING FIRE LINE
 4. CONCRETE PAVING W/ CONTROL, NATURAL GREY
 5. CONCRETE PAVING INTERIOR COLOR
 6. RUBBER PLAYGROUND SURFACE
 7. 6" ELECTRIC WROUGHT IRON ROLLING AUTO OPERATED GATE TO COMMUNICATE W/ ADMINISTRATION OFFICE, MOUNTED ON FENCE. SEE 7/AJ225
 8. WROUGHT IRON FENCE, PAINTED
 9. 3" CLEAR, 6" HIGH WROUGHT IRON GATE, HARDWARE, LOCK PLATE & FIVE (5) STRIKE SIZE CLEARANCE PER 6/03-AB04. REFER TO 7/AJ224
 10. 3" CLEAR, 6" HIGH WROUGHT IRON GATE TO TRUCK LOWER, HARDWARE, LOCK PLATE & FIVE (5) STRIKE SIZE CLEARANCE PER 6/03-AB04
 11. EXISTING BILLBOARD TO REMAIN
 12. 6" MANUFACTURED IRON
 13. 12" WIDE, 5" HIGH CMU
 14. 1/2" SHUT FACE CMU STEEL GATES, AND METAL STEEL
 15. 4" CONCRETE CURB AT DROP-OFF
 16. FIRE HYDRANT
 17. SWITCHGEAR, SEE DETAILS, E0.11
 18. A 10' WIDE SIDE EASEMENT IS SHOWN ON THE ADJACENT LOT. CONTRACTOR TO VERIFY WITH CITY AND UTILITIES IN THE EASEMENT ARE NO UTILITIES IN THE EASEMENT. ANY UTILITIES IN THE EASEMENT ARE TO BE REMOVED.
 19. 12" WIDE, 5" HIGH, CHAINLINK GATES, DIAMOND SIZE TO BE 1 1/2"
 20. 6" HIGH EXISTING WROUGHT IRON FENCE EXISTING WROUGHT IRON CHAINLINK FENCE, 6" HIGH, DIAMOND SIZE TO BE 1 1/2"
 21. 6" HIGH EXISTING CMU WALL TO REMAIN
 22. 6" HIGH CMU WALL, SPOT FACE (SEE DETAIL 7/03-AB08, 7/03-AB09) BOLLARDS.
 23. CANOPY COLUMN
 24. DRINKING FOUNTAIN
 25. NOT USED
 26. 8" HIGH CHAINLINK FENCE TO BE CMU WALL TO REMAIN
 27. GRAVEL
 28. INTERCOM TO COMMUNICATE W/ ADMINISTRATION OFFICE, MOUNTED IN PLANTER ADJACENT TO DRIVE ANGLE
 29. NOT USED
 30. 5" HIGH CHAINLINK FENCE, DIAMOND SIZE TO BE 1 1/2"
 31. 3" CLEAR, 5" HIGH CHAINLINK GATE W/ PANIC HARDWARE, DIAMOND SIZE TO BE 1 1/2"
 32. 3" CLEAR, 5" HIGH CHAINLINK GATE W/ PANIC HARDWARE, DIAMOND SIZE TO BE 1 1/2"
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 55. 3" CLEAR, 5" HIGH CHAINLINK GATE W/ PANIC HARDWARE, DIAMOND SIZE TO BE 1 1/2"

- GENERAL NOTES**
1. PART OF TRAVEL (P.O.T.) AS INDICATED BY A VERTICAL CHANGES EXCEEDING 1/2" BEVELLED AT 1:2 SURFACE IS SHOWN. STABLE, FIRM, AND EXPOSED 1/2" VERTICAL AND IS AT LEAST 48" WIDE.
 2. SURFACE IS SHOWN. STABLE, FIRM, AND EXPOSED 1/2" VERTICAL AND IS AT LEAST 48" WIDE.
 3. SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN SIX PERCENT.
 4. ALL OVERHANGING OBSTRUCTIONS TO BOTH MINIMUM TRAVEL CLEARANCE UNDER THIS PROJECT, AND PATH OF TRAVEL COMPLIES WITH CBC 113301.
 5. PARKING CALCULATION:
CITY OF SANTA ANA REQUIREMENTS:
K-8 CLASSES / 1.5 SPACE PER CLASS
9-12 CLASSES / 1 SPACE PER 150 SF OFFICE / 1 SPACE PER 333 SF
CLASS CALCULATION:
FIRST FLOOR: 16 (K-8 CLASSES) x 1.5 = 24
SECOND FLOOR: 13 (K-8 CLASSES) x 1.5 = 19.5
5 (9-12 CLASSES) x 1.5 = 7.5
TOTAL PARKING REQUIRED = 75 SPACES
 6. OFFICE CALCULATION:
OFFICE: 700 SF
SECOND FLOOR: 200 SF
TOTAL OFFICE: 1199 SF / 333 = 3.6
TOTAL PARKING REQUIRED = 75 SPACES
 7. PARKING CALCULATION FOR HPI:
(11) HIGH SCHOOL CLASSROOMS x 2.25 = 24.75
(1) HIGH SCHOOL CLASSROOMS x 2.25 = 2.25
(22) HIGH SCHOOL SUBJECTS @ 2.08 = 45.76
TOTAL PARKING SPACES NOT TO EXCEED = 72.76
TOTAL # OF PARKING SPACES PLANNED: 75 SPACES
TOTAL CARPOOL SPACES: 2.25 SPACES
4 SPACES
 8. ACCESSIBLE PARKING REQUIRED PER TABLE 1113-4-6 SPACES REQUIRED: 4 SPACES
ACCESSIBLE N SPACES: 1 MINIMUM

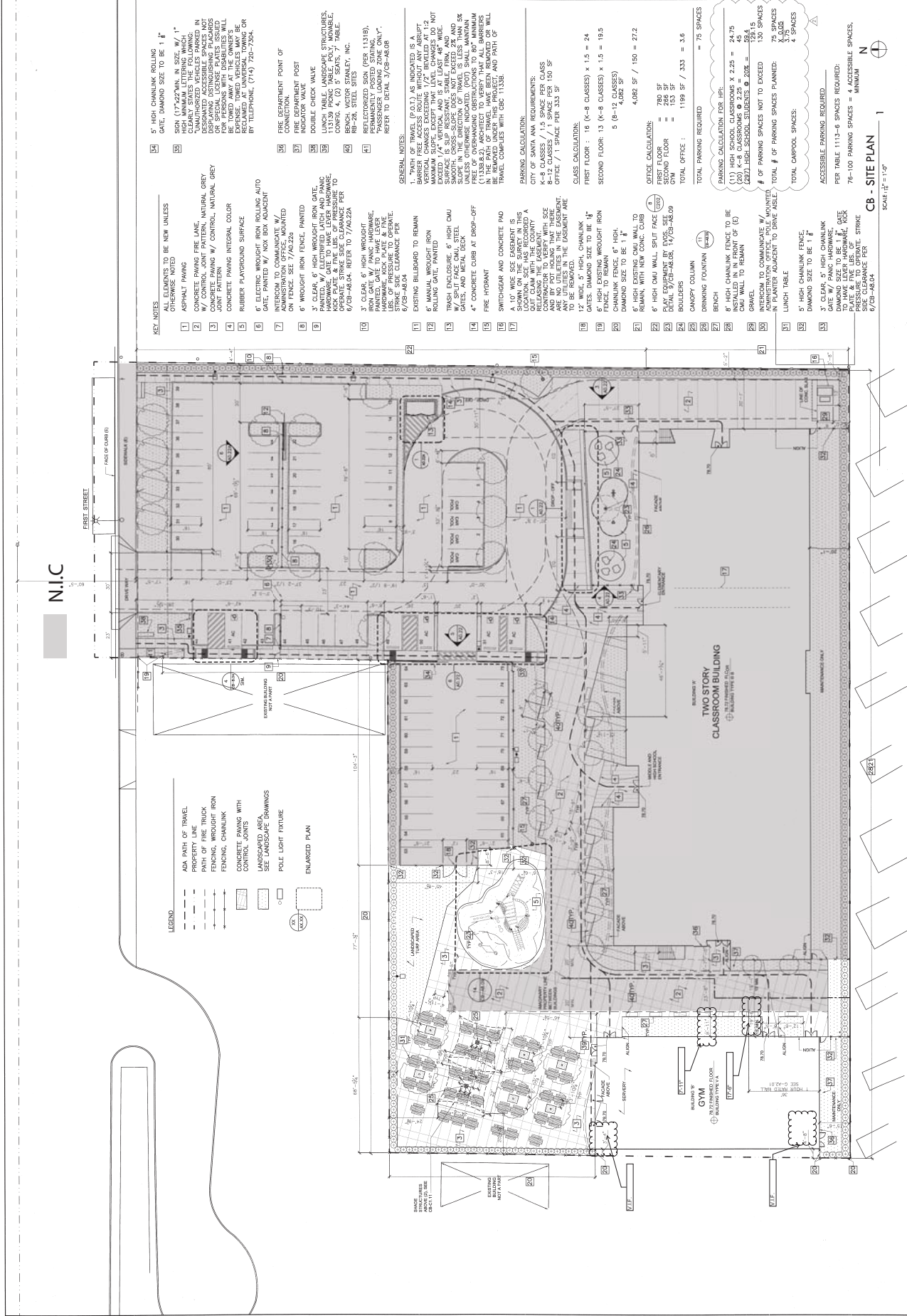
CB - SITE PLAN
 SPACES = 4 ACCESSIBLE N SPACES
 SCALE: 1/8" = 1'-0"



No.	Submittal	Date
1	CONTRACT	02/07/14
2	PERMITS	02/07/14
3	CONTRACT	02/07/14
4	CONTRACT	02/07/14
5	CONTRACT	02/07/14
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100	CONTRACT	02/07/14

RECEIVED
 08/11/16
 DPJ-SAN DIEGO

Job Number: 12-27



N.I.C.

- KEY NOTES:**
1. ELEMENTS TO BE NEW UNLESS OTHERWISE NOTED
 2. ASPHALT PAVING
 3. CONCRETE PAVING FIRE LANE W/ CONTROL JOINT PATTERN, NATURAL GREY
 4. CONCRETE PAVING W/ CONTROL, NATURAL GREY
 5. CONCRETE PAVING INTERIOR COLOR
 6. RUBBER PLAYGROUND SURFACE
 7. 6" ELECTRIC WROUGHT IRON ROLLING AUTO INTERCOM TO COMMUNICATE W/ ADMINISTRATION OFFICE, MOUNTED ON FENCE. SEE 7/AD-226
 8. 6" WROUGHT IRON FENCE, PAINTED
 9. 3" CLEAR, 6" HIGH WROUGHT IRON GATE W/ PANIC HARDWARE. GATE TO HAVE LEVER HARDWARE. OPERATE STRIKE SIDE CLEARANCE PER 6/09-46.04. REFER TO 7/AD-22A
 10. 3" CLEAR, 6" HIGH WROUGHT IRON GATE W/ PANIC HARDWARE. GATE TO HAVE LEVER HARDWARE. OPERATE STRIKE SIDE CLEARANCE PER 6/09-46.04
 11. EXISTING BILLBOARD TO REMAIN
 12. 6" MANHOLE W/ WROUGHT IRON COVER AND CAST IRON RINGS
 13. TRASH ENCLOSURE, 6" HIGH CMU W/ SPUI FACE CMU, STEEL GATES, AND METAL DECK
 14. 4" CONCRETE CURB AT DROP-OFF
 15. FIRE HYDRANT
 16. SWITCHGEAR AND CONCRETE PAD
 17. A 10' WIDE SIDE EASEMENT IS REQUIRED ON THE EAST SIDE OF THE PROPERTY AS SHOWN ON THE COUNTY RECORDS. THE SIDE EASEMENT SHALL BE MAINTAINED AND NOT USED FOR ANY OTHER PURPOSES. THE EASEMENT SHALL BE MAINTAINED AND NOT USED FOR ANY OTHER PURPOSES.
 18. 12" WIDE, 5" HIGH, CHAINLINK GATES. DIAMOND SIZE TO BE 1 1/2"
 19. 6" HIGH EXISTING WROUGHT IRON CHAINLINK FENCE, 6" HIGH DIAMOND SIZE TO BE 1 1/2"
 20. 6" HIGH EXISTING CMU WALL TO REMAIN, WITH NEW CONC. CURB
 21. 6" HIGH CMU WALL SPUI FACE DETAIL 5/09-46.06, 1/09-46.09
 22. BOLLARDS
 23. CANOPY COLUMN
 24. DRINKING FOUNTAIN
 25. BENCH
 26. 8" HIGH CHAINLINK FENCE TO BE (E) CMU WALL TO REMAIN
 27. GRAVEL
 28. INTERCOM TO COMMUNICATE W/ ADMINISTRATION OFFICE, MOUNTED IN PLANTER ADJACENT TO DRIVE AISLE
 29. LUNCH TABLE
 30. 5" HIGH CHAINLINK FENCE
 31. DIAMOND SIZE TO BE 1 1/2"
 32. 3" CLEAR, 6" HIGH CHAINLINK GATE W/ PANIC HARDWARE. DIAMOND SIZE TO BE 1 1/2". GATE TO HAVE LEVER HARDWARE. OPERATE STRIKE SIDE CLEARANCE PER 6/09-46.04
 33. PER TABLE 1113-B SPACES REQUIRED: 76-100 PARKING SPACES = 4 ACCESSIBLE SPACES, MINIMUM
- GENERAL NOTES:**
1. PATH OF TRAVEL (P.O.T.) AS INDICATED IS A BARRIER FREE ACCESS ROUTE WITHOUT ANY ASPH/PT MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND IS AT LEAST 48" WIDE. SMOOTH CROSS-SLOPE DOES NOT EXCEED 2% AND UNLESS OTHERWISE INDICATED (NOT) SHALL MAINTAIN FREE OF OVERHANGING OBSTRUCTIONS TO BE A MINIMUM 8" IN THE PATH OF TRAVEL. HAVE BEEN REMOVED OR WILL TRAVEL COMPLEX WITH GFC 1133R.
 2. PARKING CALCULATION: CITY OF SANTA ANA REQUIREMENTS: K-8 CLASSES / 1.5 SPACE PER CLASS SECOND FLOOR: 13 (K-8 CLASSES) x 1.5 = 19.5 OFFICE / 1 SPACE PER 333 SF 5 (6-12 CLASSES) 4,092 SF / 150 = 27.2
 3. CLASS CALCULATION: FIRST FLOOR: 18 (K-8 CLASSES) x 1.5 = 24 SECOND FLOOR: 13 (K-8 CLASSES) x 1.5 = 19.5 5 (6-12 CLASSES) 4,092 SF / 150 = 27.2
 4. OFFICE CALCULATION: FIRST FLOOR = 740 SF SECOND FLOOR = 163 SF CMU WALL TO REMAIN = 1,170 SF TOTAL OFFICE = 1,199 SF / 333 = 3.6
 5. TOTAL PARKING REQUIRED = 76 SPACES
 6. PARKING CALCULATION FOR HIGH SCHOOL: (11) HIGH SCHOOL CLASSROOMS x 2.25 = 24.75 (20) K-8 CLASSROOMS x 2.25 = 45 (23) HIGH SCHOOL STUDENTS x 2.0% = 15.915 TOTAL # OF PARKING SPACES NOT TO EXCEED 130 SPACES 75 SPACES 3,330 4 SPACES
 7. TOTAL CARPOOL SPACES: ACCESSIBLE PARKING REQUIRED: PER TABLE 1113-B SPACES REQUIRED: 76-100 PARKING SPACES = 4 ACCESSIBLE SPACES, MINIMUM



CB - SITE PLAN 1
 SCALE: 1/8" = 1'-0"

