



ADDENDUM

**Campus HVAC System Upgrade
Pioneer Elementary School
Bakersfield City School District
566-0017**

Date: June 12, 2024

To: All Bidders

Subject: Addendum #03

Total Addendum includes:
[206] 8.5x11
[6] 11x17
[6] 30x42

NOTICE TO CONTRACTORS FIGURING THIS WORK

You are hereby notified of the following changes in the Plans and Specifications, which shall take precedence over anything to the contrary therein.

Item # Description

3.1 Refer to Bid Project Manual (Division 00):

- 3.1.1 Replace entire Document 00 01 20 (LIST OF SCHEDULES) with attached 00 01 20 (LIST OF SCHEDULES) dated 07/12/2024.
- 3.1.2 Replace entire Document 00 21 13.00 (Bid Package 00 – Standard Project Requirements) with attached 00 21 13.00 (Bid Package 00 – Standard Project Requirements - Addendum 3).
- 3.1.3 Replace entire Document 00 21 13.01 (Bid Package 01 Selective Demolition & Abatement) with attached 00 21 13.01 (Bid Package 01 Selective Demolition & Abatement – Addendum 3).
- 3.1.4 Replace entire Document 00 21 13.02 (Bid Package 02 Structural Steel & Metal Fabrication) with attached 00 21 13.02 (Bid Package 02 Structural Steel & Metal Fabrication – Addendum 3).
- 3.1.5 Replace entire Document 00 21 13.03 (Bid Package 03 Rough Carpentry) with attached 00 21 13.03 (Bid Package 03 Rough Carpentry – Addendum 3).
- 3.1.6 Replace entire Document 00 21 13.04 (Bid Package 04 Casework & Countertops) with attached 00 21 13.04 (Bid Package 04 Casework & Countertops – Addendum 3).
- 3.1.7 Replace entire Document 00 21 13.05 (Bid Package 05 Miscellaneous) with attached 00 21 13.05 (Bid Package 05 Miscellaneous – Addendum 3).
- 3.1.8 Replace entire Document 00 21 13.06 (Bid Package 06 Aluminum Windows and Glazing) with attached 00 21 13.06 (Bid Package 06 Aluminum Windows and Glazing – Addendum 3).
- 3.1.9 Replace entire Document 00 21 13.07 (Bid Package 07 Cement Plaster & Drywall) with attached 00 21 13.07 (Bid Package 07 Cement Plaster & Drywall – Addendum 3).
- 3.1.10 Replace entire Document 00 21 13.08 (Bid Package 08 Ceramic Tiling) with attached 00 21 13.08 (Bid Package 08 Ceramic Tiling – Addendum 3).
- 3.1.11 Replace entire Document 00 21 13.10 (Bid Package 10 Floor Covering) with attached 00 21 13.10 (Bid Package 10 Floor Covering – Addendum 3).
- 3.1.12 Replace entire Document 00 21 13.11 (Bid Package 11 Painting) with attached 00 21 13.11 (Bid Package 11 Painting – Addendum 3).
- 3.1.13 Replace entire Document 00 21 13.13 (Bid Package 13 HVAC) with attached 00 21 13.13 (Bid Package 13 HVAC-Addendum 3).
- 3.1.14 Replace entire Document 00 21 13.14 (Bid Package 14 Electrical & Fire Alarm) with attached 00 21 13.14 (Bid Package 14 Electrical & Fire Alarm – Addendum 3).
- 3.1.15 Replace entire Document 00 52 13 (Agreement) with attached Document 00 52 13 (Agreement).
- 3.1.16 Replace entire Document 00 72 13 (General Conditions) with attached 00 72 13 (General Conditions).

3.2 Refer to Project Manual (Specifications):



- 3.2.1 Omit Specification 011000 Summary of Work. *Bid Project Manual* (Division 00) included applicable scoping information.
- 3.2.2 Replace entire Specification 075720 with attached Specification 075720.
- 3.2.3 Add attached Specification Section 096516 Resilient Sheet Flooring.
- 3.2.4 Add attached Specification Section 096519 Resilient Tile Flooring.
- 3.2.5 Replace entire Specification 096813 with attached Specification Section 096183 Tile Carpeting.
- 3.2.6 Add attached Specification Section 101100 Visual Display Boards.

3.3 Refer to Project Manual, Specification Section 017700, Project Closeout Checklist:

- 3.3.1 Revise 079200 Joint Sealants from "Warranty by installer – 5 years" to "Warranty by installer – 2 years".

3.4 Refer to Project Manual, Specification Section 064000:

- 3.4.1 Revise 064000, 2.4, C to "C. WI Construction Style: Style A Frameless/Type I Multiple Self-Supporting".
- 3.4.2 Revise 064000, 2.4, D to "D. WI Door and Drawer Front Style: Flush overlay".

3.5 Refer to Project Manual, Specification Section 792000:

- 3.5.1 Revise 079200, 1.4, H, 1 from "5-year installer warranty" to "2-year installer warranty".
- 3.5.2 Add the following:
"096516 RESILIENT SHEET FLOORING
Cleaning and Maintenance Data S "
- 3.5.3 Add the following:
"096519 RESILIENT TILE FLOORING
Extra Material S
Cleaning and Maintenance Data S "
- 3.5.4 Add the following:
"101100 VISUAL DISPLAY BOARDS
10-year warranty M
Cleaning and Maintenance Data S "

3.6 Refer to Project Manual, Specification Section 093013:

- 3.6.1 Revise 093013, 2.3, A, 8 to "Tile Pattern: Match Existing".
- 3.6.2 Add the following as 093013, 2.3, C, 8, c.
"c. Top of Wainscoting: Quarter Round (6)".
- 3.6.3 Add the following as 093013, 2.3, C, 8, d.
"d. External Corners for Mudset Installations: Quarter Round (6)".
- 3.6.4 Omit 093013, 2.3, D.

3.7 Clarification: Refer to Addendum 02 item 2.5.1:

- 3.7.1 Mechanical equipment indicated to be Furnished by Owner and Installed by Contractor includes the specified Manufacturer curbs. Contractor to coordinate with Owner to pick up equipment curbs at 1201 Citation Way, Bakersfield, CA 93308.

3.8 Refer to Drawing Set:

- 3.8.1 See attached Sheet AD03-04 identifying the locations of existing sheer walls.

3.9 Clarification: Refer to Sheet A1.00, B. Utility Yard and Sheet E-300, Electrical SITE PLAN:

- 3.9.1 Bid installation of new main switchboard "MSB" and fencing as located on Sheet E-3.00.



3.10 Refer to Sheet A2.00, Finish Schedule, Floor:

- 3.10.1 Revise floor finish '1' from "Carpet-1" to "Carpet C-2".
- 3.10.2 Revise floor finish '4' from "Floor Tile" to "LFFT-1".

3.11 Refer to Sheet A2.00, Finish Schedule, Base:

- 3.11.1 Add Base type '4' with the description "GWT-1 Coved" and Detail reference "33/A8.04" "SIM"

3.12 Refer to Sheet A2.00, Wall:

- 3.12.1 Add Wall Type '3' with the description "GWT-1" and Detail Reference "23/A8.02" "SIM".

3.13 Refer to Sheet A2.00, Finish Schedule:

- 3.13.1 Add "AT ENTRY DOOR PROVIDE A 3 TILE BY 4 TILE WALK-OFF MAT WITH CARPET C-1" to Remarks for Rooms D5, D6, D7, E8, E9, E10, F13, F14. G1, G2, G3 and G4.

Add "PATCH EXISTING GWT AND UCMT AS REQD – SIMILAR TO DETAILS 23/A8.02 24/A8.02 AND 33/A8.04" to Remarks for Rooms E1 and E2.

- 3.13.2 Add the following:

Building H:

Room H1 Boys:

FLOOR MTL: 3
FLOOR FIN: -
BASE MTL: 2
BASE FIN: -/
WALLS NORTH MTL: 1
WALLS NORTH FIN: B
WALLS EAST MTL: 1
WALLS EAST FIN: B
WALLS SOUTH MTL: 1
WALLS SOUTH FIN: B
WALLS WEST MTL: 1/6
WALLS WEST FIN: B/B
WALLS WAINS MTL: 3
WALLS WAINS FIN: C
JAMB/TRIM: B
REMARKS: PATCH EXISTING GWT AND UCMT AS REQD – SIMILAR TO DETAILS 23/A8.02 24/A8.02 AND 33/A8.04.

- 3.13.3 Add the following:

Building H:

Room H2 Girls:

FLOOR MTL: 3
FLOOR FIN: -
BASE MTL: 2
BASE FIN: -/
WALLS NORTH MTL: 1
WALLS NORTH FIN: B
WALLS EAST MTL: 1
WALLS EAST FIN: B
WALLS SOUTH MTL: 1
WALLS SOUTH FIN: B
WALLS WEST MTL: 1



WALLS WEST FIN: B
WALLS WAINS MTL:3
WALLS WAINS FIN: C
JAMB/TRIM: B

REMARKS: PATCH EXISTING GWT (MUDSET) AND UCMT (THINSET) AS REQD –
SIMILAR TO DETAILS 23/A8.02 24/A8.02 AND 33/A8.04.

3.14 Refer to Sheet A2.00, Finish Schedule, Building C:

3.14.1 At Rooms C5A and C5B revise floor material from “5” to “7”.

3.15 Refer to Sheet A2.00, Accessory Schedule:

3.15.1 Add an Accessory 25, ASSISTIVE LISTENING SYSTEM. Mounting height to be per Detail. Detail reference is 11/A8.01.

3.16 Refer to Sheets A2.20 and A2.21:

3.16.1 Add Assisted Listening System note from attached Sheet AD03-02 to Sheets.

3.16.1.1 Note sign location within classrooms in TBD, verify with Owner and Architect.

3.17 Refer to Sheets A4.00 and A4.01, EXTERIOR ELEVATION KEYNOTES:

3.17.1 Revise Keynote 01 to “CEM PLASTER FINISH AT EXTERIOR WALL – PREP/PAINT STUCCO INFILL/PATCH TO MATCH EX”.

3.18 Refer to Sheets A6.00, A6.01, A6.02, A6.03 and A6.04:

3.18.1 Replace with attached Sheets A6.00, A6.01, A6.02, A6.03 and A6.04. See clouded revisions with Δ02.

3.19 Refer to Sheets A6.00, A6.01, A6.02, A6.03 and A6.04:

3.19.1

3.20 Refer to Sheet A8.01:

3.20.1 Add Detail 11 from attached Sheet AD03-03.

3.20.2 Replace Detail 14 with detail on attached Sheet AD03-01.

3.21 Refer to Sheet E-000, Single Line Diagram:

3.21.1 Replace in its entirety with the Single Line Diagrams on Attached Sheet AD03-05.

3.22 Refer to Sheet E-005, Detail A:

3.22.1 Clarification: Conduit shall be rigid where exposed and EMT may be used where protected (example: attic space).

3.23 Refer to Sheet E-100, Fire Alarm Site Plan:

3.23.1 Fire Alarm Site Plan scale is 1/32 = 1'-0”.

3.24 Refer to Sheet E-202:

3.24.1 Plan BUILDING B FIRE ALARM PLAN scale is 3/16” = 1'-0”.

3.25 Refer to Sheet E-204:

3.25.1 Plan ROOM R31,R35 FIRE ALARM SHEET scale is 1/4” = 1'-0”.

3.25.2 Plan ROOM R-23 FIRE ALARM SHEET scale is 1/4” = 1'-0”.

3.25.3 Plan BUILDING H FIRE ALARM SHEET scale is 1/4” = 1'-0”.



3.26 Refer to Sheet E-205:

3.26.1 Plan BUILDING G FIRE ALARM PLAN scale is 1/8" = 1'-0".

3.26.2 Plan BUILDING D FIRE ALARM PLAN scale is 1/8" = 1'-0".

3.27 Refer to Sheet E-206:

3.27.1 Plan BUILDING F AND R34 FIRE ALARM PLAN scale is 1/8" = 1'-0".

3.27.2 Plan BUILDING E AND R32,R33 FIRE ALARM PLAN scale is 1/8" = 1'-0".

3.28 Refer to Sheet E-207:

3.28.1 Plan ROOMS R15-R22 FIRE ALARM PLAN scale is 1/8" = 1'-0".

3.29 Refer to Sheet E-300, Electrical Site Plan:

3.29.1 Plan ELECTRICAL SITE PLAN scale is 1/32" = 1'-0".

3.30 Refer to Sheet E-301:

3.30.1 Plan BUILDING C ELECTRICAL PLAN scale is 1/8" = 1'-0".

3.30.2 Plan BUILDING BAND H ELECTRICAL PLAN scale is 1/8" = 1'-0".

3.31 Refer to Sheet E-302:

3.31.1 Plan BUILDING B ELECTRICAL ROOF PLAN scale is 1/8" = 1'-0".

3.31.2 Plan BUILDING C ELECTRICAL ROOF PLAN scale is 1/8" = 1'-0".

3.32 Refer to Sheet E-302, BUILDING B ELECTRICAL ROOF PLAN:

3.32.1 HP-3 feeds to be revised from "#10" TO "#6, #10GND."

3.32.2 Clarification: The identifier "S_M^{WP}" on circuit H-21 indicates a motor rated switch in a weatherproof enclosure installed for roof exhaust fans.

3.33 Refer to Sheet E-304, BUILDING E ELECTRICAL ROOF PLAN:

3.33.1 Revise Sheet E-304 per clouds identified by Δ2 on attached Sheet E-304.

3.34 Refer to Sheet E500:

3.34.1 Revise "LIGHTING DEMOLITION PLAN – BUILDING "B" " to "LIGHTING DEMOLITION PLAN – BUILDINGS "B" AND "H" ".

3.35 Refer to Sheet E500, LIGHTING DEMOLITION PLAN – BUILDINGS "B" AND "H":

3.35.1 Add electrical note Key 2 to Rooms H1 and H2.

3.36 Refer to Sheet E510:

3.36.1 Revise "LIGHTING PLAN BUILDING B" to "LIGHTING PLAN BUILDINGS B AND H".

3.37 Refer to Sheet E510, LIGHTING PLAN BUILDINGS B AND H:

3.37.1 Add lighting Keynote 1 to Rooms H1 and H2.

3.38 Refer to Sheet E510, LIGHTING PLAN BUILDING C:

3.38.1 In Rooms C1 and C4 revise Keynote from '1' to '2'.

3.38.2 Add lighting Keynote '2' to Rooms C2 and C3.



3.39 Refer to Project Manual (Specifications):

3.39.1 Add attached additional testing information from Provost and Pritchard Consulting.

3.40 See attached RFI Log.

End of addendum


DOCUMENT 00 01 20

LIST OF SCHEDULES

SCHEDULES

1. Refer to attached Pioneer Elementary School Campus HVAC System Upgrades – Preliminary Baseline Schedule dated **07/12/2024**.

END OF DOCUMENT

PIONEER MIDDLE SCHOOL HVAC REPLACEMENT - PRELIMINARY BASELINE			<div>S.C.ANDERSON, INC.</div> <div>GENERAL CONTRACTING ♦ DESIGN/BUILD ♦ CONSTRUCTION MANAGEMENT</div>												DATED JULY 12, 2024																						
#	Activity ID	Activity Name	Original Duration	Start	Finish	2024								2025												2026											
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct		
1	PIONEER MIDDLE SCHOOL HVAC REPLACEMENT - PRELIN		348	17-Jun-24	23-Oct-25																																
2	PROJECT SUMMARY		0	23-Oct-25	23-Oct-25																																
3	PS-1040	OVERALL PROJECT COMPLETION	0		23-Oct-25																													♦ OVERALL PROJECT COMPLETION			
4	ADMINISTRATION		55	17-Jun-24	03-Sep-24																																
5	PA-1000	ADVERTISE FOR BID	0	17-Jun-24																														♦ ADVERTISE FOR BID			
6	PA-1010	BIDDING PROCESS	22	17-Jun-24	17-Jul-24																													■ BIDDING PROCESS			
7	PA-1020	BID REVIEW	6	18-Jul-24	25-Jul-24																													■ BID REVIEW			
8	PA-1030	BCSD BOARD AWARD CONTRACTS	8	26-Jul-24	06-Aug-24																													■ BCSD BOARD AWARD CONTRACTS			
9	PA-1040	NOTICE TO PROCEED ISSUED	18	07-Aug-24	30-Aug-24																													■ NOTICE TO PROCEED ISSUED			
10	PA-1050	PROJECT KICK OFF MEETING	1	03-Sep-24	03-Sep-24																													■ PROJECT KICK OFF MEETING			
11	SITE CONSTRUCTION		2	06-Jun-25	09-Jun-25																																
12	HYDRONICS AND UTILITIES		2	06-Jun-25	09-Jun-25																																
13	HYD-1040	DRAIN AND ABANDON HYDRONIC PIPING 12" BELOW GRAD	1	06-Jun-25	06-Jun-25																													■ DRAIN AND ABANDON HYDRONIC PIPING 12" BELOW GRADE - BLDG C (PHASE III)			
14	HYD-1050	DRAIN AND ABANDON HYDRONIC PIPING ON ROOF, DOWN	1	09-Jun-25	09-Jun-25																													■ DRAIN AND ABANDON HYDRONIC PIPING ON ROOF, DOWN TO 12" BELOW GRADE (PHASE III)			
15	PHASE I (BLDG E & F)		96	04-Sep-24	21-Jan-25																																
16	BUILDING E		22	04-Sep-24	03-Oct-24																																
17	BLDG E DEMO		13	04-Sep-24	20-Sep-24																																
18	PHSI-1000	SETUP TEMP FENCE BUILDING E & F	1	04-Sep-24	04-Sep-24																													■ SETUP TEMP FENCE BUILDING E & F			
19	PHSI-1010	REMOVE WHITEBOARDS, SMARTBOARDS AND ELECTRONIC	1	05-Sep-24	05-Sep-24																													■ REMOVE WHITEBOARDS, SMARTBOARDS AND ELECTRONICS			
20	PHSI-1110	REMOVE ALL FIRE ALARM DEVICES	1	06-Sep-24	06-Sep-24																													■ REMOVE ALL FIRE ALARM DEVICES			
21	PHSI-1130	CEILING T-BAR GRID, LIGHTS AND IONIZERS, AND 12"X12" TI	4	09-Sep-24	12-Sep-24																													■ CEILING T-BAR GRID, LIGHTS AND IONIZERS, AND 12"X12" TILES ABOVE GRID			
22	PHSI-1140	DEMO CARPET AND GLUE	4	13-Sep-24	18-Sep-24																													■ DEMO CARPET AND GLUE			
23	PHSI-1150	DEMO CURTAIN RAIL AND OPEN WALL FOR NEW FRAMING /	2	19-Sep-24	20-Sep-24																													■ DEMO CURTAIN RAIL AND OPEN WALL FOR NEW FRAMING AT TEACHING WALL			
24	BLDG E ABATEMENT		9	23-Sep-24	03-Oct-24																																
25	PHSI-1160	SETUP CONTAINMENT	2	23-Sep-24	24-Sep-24																													■ SETUP CONTAINMENT			
26	PHSI-1170	REMOVE 9"X9" VCT	1	25-Sep-24	25-Sep-24																													■ REMOVE 9"X9" VCT			
27	PHSI-1180	REMOVE COVE BASE	1	26-Sep-24	26-Sep-24																													■ REMOVE COVE BASE			
28	PHSI-1190	REMOVE VCTB DOWN TO GYP BOARD BACKING	2	27-Sep-24	30-Sep-24																													■ REMOVE VCTB DOWN TO GYP BOARD BACKING			
29	PHSI-1200	ASBESTOS AIR SAMPLE	1	01-Oct-24	01-Oct-24																													■ ASBESTOS AIR SAMPLE			
30	PHSI-1210	ASBESTOS WAITING FOR RESULTS	2	02-Oct-24	03-Oct-24																													■ ASBESTOS WAITING FOR RESULTS			
31	BUILDING F		68	04-Oct-24	13-Jan-25																																
32	BLDG F DEMO		18	04-Oct-24	29-Oct-24																																
33	PHSI-2000	REMOVE WHITEBOARDS, SMARTBOARDS AND ELECTRONIC	1	04-Oct-24	04-Oct-24																													■ REMOVE WHITEBOARDS, SMARTBOARDS AND ELECTRONICS			
34	PHSI-2010	REMOVE PLUMBING FIXTURES PER ADDENDUM NO. 2	2	07-Oct-24	08-Oct-24																													■ REMOVE PLUMBING FIXTURES PER ADDENDUM NO. 2			
35	PHSI-2020	REMOVE CASEWORK PER ADDENDUM NO. 2	1	09-Oct-24	09-Oct-24																													■ REMOVE CASEWORK PER ADDENDUM NO. 2			
36	PHSI-2030	REMOVE GLAZING AND LOUVERS PER ADDENDUM NO. 2	1	10-Oct-24	10-Oct-24																													■ REMOVE GLAZING AND LOUVERS PER ADDENDUM NO. 2			
37	PHSI-2040	REMOVE DOOR HARDWARE AND PROTECT DOORS PER AD	1	11-Oct-24	11-Oct-24																													■ REMOVE DOOR HARDWARE AND PROTECT DOORS PER ADDENDUM NO. 2			
38	PHSI-2050	REMOVE RAIDATOR IN WALL OF CLASSROOMS	1	14-Oct-24	14-Oct-24																													■ REMOVE RAIDATOR IN WALL OF CLASSROOMS			
39	PHSI-2060	REMOVE ALL FIRE ALARM DEVICES	1	15-Oct-24	15-Oct-24																													■ REMOVE ALL FIRE ALARM DEVICES			
40	PHSI-2070	CEILING T-BAR GRID, LIGHTS AND IONIZERS, AND 12"X12" TI	4	16-Oct-24	21-Oct-24																													■ CEILING T-BAR GRID, LIGHTS AND IONIZERS, AND 12"X12" TILES ABOVE GRID			
41	PHSI-2080	DEMO CARPET TILES AND GLUE	4	22-Oct-24	25-Oct-24																													■ DEMO CARPET TILES AND GLUE			
42	PHSI-2090	DEMO CURTAIN RAIL AND OPEN WALL FOR NEW FRAMING /	2	28-Oct-24	29-Oct-24																													■ DEMO CURTAIN RAIL AND OPEN WALL FOR NEW FRAMING AT TEACHING WALL			
43	BLDG F ABATEMENT		9	30-Oct-24	11-Nov-24																																
44	PHSI-2100	SETUP CONTAINMENT	2	30-Oct-24	31-Oct-24																													■ SETUP CONTAINMENT			
45	PHSI-2110	REMOVE 9"X9" VCT	1	01-Nov-24	01-Nov-24																													■ REMOVE 9"X9" VCT			
46	PHSI-2120	REMOVE COVE BASE	1	04-Nov-24	04-Nov-24																													■ REMOVE COVE BASE			
47	PHSI-2130	REMOVE VCTB DOWN TO GYP BOARD BACKING	2	05-Nov-24	06-Nov-24																													■ REMOVE VCTB DOWN TO GYP BOARD BACKING			

Remaining Level of Effort

Actual Level of Effort

Second Baseline

Actual Work

Remaining Work

Critical Remaining Work

Page 1 of 5




Data Date: 17-Jun-24




PIONEER MIDDLE SCHOOL HVAC REPLACEMENT - PRELIMINARY BASELINE



DATED JULY 12, 2024

#	Activity ID	Activity Name	Original Duration	Start	Finish
48	PHSI-2140	ASBESTOS AIR SAMPLE	1	07-Nov-24	07-Nov-24
49	PHSI-2150	ASBESTOS WAITING FOR RESULTS	2	08-Nov-24	11-Nov-24
50	BLDG F NEW CONSTRUCTION		41	12-Nov-24	13-Jan-25
51	PHSI-2160	WELD NEW HVAC EQUIPMENT STRENGTHEN ANCHORAGE	3	12-Nov-24	14-Nov-24
52	PHSI-2170	FRAME OPENING FOR HVAC UNIT	3	15-Nov-24	19-Nov-24
53	PHSI-2190	FRAME LIGHT WELL SOFFIT PER 21/A8.03	4	20-Nov-24	25-Nov-24
54	PHSI-2310	INSTALL DRYWALL AT SOFFIT LOCATIONS, TAPE MUD AND S,	4	26-Nov-24	03-Dec-24
55	PHSI-2320	INSTALL INSULATION IN WALLS AND SOFFIT	1	04-Dec-24	04-Dec-24
56	PHSI-2330	CLOSE ALL EXTERIOR OPENINGS, LATHE AND PLASTER	4	05-Dec-24	10-Dec-24
57	PHSI-2340	CLOSE ALL INTERIOR OPENINGS	4	05-Dec-24	10-Dec-24
58	PHSI-2350	PAINT PER PLAN	4	11-Dec-24	16-Dec-24
59	PHSI-2380	INSTALL T-BAR GRID	4	17-Dec-24	20-Dec-24
60	PHSI-2390	RUN DATA AND FIRE ALARM CABLE, J-HOOKS	3	23-Dec-24	26-Dec-24
61	PHSI-2400	ISNTALL LIGHTING, IONIZERS AND DEVICES	3	23-Dec-24	26-Dec-24
62	PHSI-2410	INSTALL REGISTERS AND GRILLS	3	23-Dec-24	26-Dec-24
63	PHSI-2420	ENERGIZE BUILDING F	0		26-Dec-24
64	PHSI-2430	INSTALL ACOUSTIC CEILING PANELS	3	27-Dec-24	31-Dec-24
65	PHSI-2440	INSTALL INSULATION IN CEILING	1	02-Jan-25	02-Jan-25
66	PHSI-2450	PREP WALLS AND INSTALL VCTB	4	03-Jan-25	08-Jan-25
67	PHSI-2460	INSTALL CASEWORK AND SINK PER PLAN AND ADDENDUM	3	03-Jan-25	07-Jan-25
68	PHSI-2470	INSTALL FLOORING AND RTSB	4	08-Jan-25	13-Jan-25
69	PHSI-2480	FINAL CLEANING	1	08-Jan-25	08-Jan-25
70	BLDG E & F PUNCH		9	09-Jan-25	21-Jan-25
71	PHSI-2490	PUNCH WALK	1	09-Jan-25	09-Jan-25
72	PHSI-2500	PUNCH LIST CORRECTIONS	5	10-Jan-25	16-Jan-25
73	PHSI-2510	FINAL PUNCH WALK	1	17-Jan-25	17-Jan-25
74	PHSI-2520	OWNER ACCEPTANCE	1	20-Jan-25	20-Jan-25
75	PHSI-2540	DISTRICT MOVE OUT FUNITURE FOR NEXT PHASE	2	20-Jan-25	21-Jan-25
76	PHASE II (BLDG D & G)		96	22-Jan-25	04-Jun-25
77	BUILDING D		22	22-Jan-25	20-Feb-25
78	BLDG D DEMO		13	22-Jan-25	07-Feb-25
79	PHSII-1000	SETUP TEMP FENCE BUILDING D & G	1	22-Jan-25	22-Jan-25
80	PHSII-1010	REMOVE WHITEBOARDS, SMARTBOARDS AND ELECTRONIK	1	23-Jan-25	23-Jan-25
81	PHSII-1110	REMOVE ALL FIRE ALARM DEVICES	1	24-Jan-25	24-Jan-25
82	PHSII-1130	CEILING T-BAR GRID, LIGHTS AND IONIZERS, AND 12"X12" TI	4	27-Jan-25	30-Jan-25
83	PHSII-1140	DEMO CARPET AND GLUE	4	31-Jan-25	05-Feb-25
84	PHSII-1150	DEMO CURTAIN RAIL AND OPEN WALL FOR NEW FRAMING /	2	06-Feb-25	07-Feb-25
85	BLDG D ABATEMENT		9	10-Feb-25	20-Feb-25
86	PHSII-1160	SETUP CONTAINMENT	2	10-Feb-25	11-Feb-25
87	PHSII-1170	REMOVE 9"X9" VCT	1	12-Feb-25	12-Feb-25
88	PHSII-1180	REMOVE COVE BASE	1	13-Feb-25	13-Feb-25
89	PHSII-1190	REMOVE VCTB DOWN TO GYP BOARD BACKING	2	14-Feb-25	17-Feb-25
90	PHSII-1200	ASBESTOS AIR SAMPLE	1	18-Feb-25	18-Feb-25
91	PHSII-1210	ASBESTOS WAITING FOR RESULTS	2	19-Feb-25	20-Feb-25
92	BUILDING G		68	21-Feb-25	27-May-25
93	BLDG G DEMO		18	21-Feb-25	18-Mar-25
94	PHSII-2000	REMOVE WHITEBOARDS, SMARTBOARDS AND ELECTRONIK	1	21-Feb-25	21-Feb-25
95	PHSII-2010	REMOVE PLUMBING FIXTURES PER ADDENDUM NO. 2	2	24-Feb-25	25-Feb-25

 Remaining Level of Effort
  Second Baseline
  Remaining Work

 Actual Level of Effort
  Actual Work
  Critical Remaining Work

PIONEER MIDDLE SCHOOL HVAC REPLACEMENT - PRELIMINARY BASELINE



DATED JULY 12, 2024




#	Activity ID	Activity Name	Original Duration	Start	Finish	2024							2025												2026									
						May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep
96		PHSII-2020	REMOVE CASEWORK PER ADDENDUM NO. 2	1	26-Feb-25	26-Feb-25																												
97		PHSII-2030	REMOVE GLAZING AND LOUVERS PER ADDENDUM NO. 2	1	27-Feb-25	27-Feb-25																												
98		PHSII-2040	REMOVE DOOR HARDWARE AND PROTECT DOORS PER AD	1	28-Feb-25	28-Feb-25																												
99		PHSII-2050	REMOVE RAIDATOR IN WALL OF CLASSROOMS	1	03-Mar-25	03-Mar-25																												
100		PHSII-2060	REMOVE ALL FIRE ALARM DEVICES	1	04-Mar-25	04-Mar-25																												
101		PHSII-2070	CEILING T-BAR GRID, LIGHTS AND IONIZERS, AND 12"X12" TI	4	05-Mar-25	10-Mar-25																												
102		PHSII-2080	DEMO CARPET TILES AND GLUE	4	11-Mar-25	14-Mar-25																												
103		PHSII-2090	DEMO CURTAIN RAIL AND OPEN WALL FOR NEW FRAMING /	2	17-Mar-25	18-Mar-25																												
104		BLDG G ABATEMENT		9	19-Mar-25	31-Mar-25																												
105		PHSII-2100	SETUP CONTAINMENT	2	19-Mar-25	20-Mar-25																												
106	PHSII-2110	REMOVE 9"X9" VCT	1	21-Mar-25	21-Mar-25																													
107	PHSII-2120	REMOVE COVE BASE	1	24-Mar-25	24-Mar-25																													
108	PHSII-2130	REMOVE VCTB DOWN TO GYP BOARD BACKING	2	25-Mar-25	26-Mar-25																													
109	PHSII-2140	ASBESTOS AIR SAMPLE	1	27-Mar-25	27-Mar-25																													
110	PHSII-2150	ASBESTOS WAITING FOR RESULTS	2	28-Mar-25	31-Mar-25																													
111	BLDG G NEW CONSTRUCTION		41	01-Apr-25	27-May-25																													
112	PHSII-2160	WELD NEW HVAC EQUIPMENT STRENGTHEN ANCHORAGE	3	01-Apr-25	03-Apr-25																													
113	PHSII-2170	FRAME OPENING FOR HVAC UNIT	3	04-Apr-25	08-Apr-25																													
114	PHSII-2190	FRAME LIGHT WELL SOFFIT PER 21/A8.03	4	09-Apr-25	14-Apr-25																													
115	PHSII-2310	INSTALL DRYWALL AT SOFFIT LOCATIONS, TAPE MUD AND S.	4	15-Apr-25	18-Apr-25																													
116	PHSII-2320	INSTALL INSULATION IN WALLS AND SOFFIT	1	21-Apr-25	21-Apr-25																													
117	PHSII-2330	CLOSE ALL EXTERIOR OPENINGS, LATHE AND PLASTER	4	22-Apr-25	25-Apr-25																													
118	PHSII-2340	CLOSE ALL INTERIOR OPENINGS	4	22-Apr-25	25-Apr-25																													
119	PHSII-2350	PAINT PER PLAN	4	28-Apr-25	01-May-25																													
120	PHSII-2380	INSTALL T-BAR GRID	4	02-May-25	07-May-25																													
121	PHSII-2390	RUN DATA AND FIRE ALARM CABLE, J-HOOKS	3	08-May-25	12-May-25																													
122	PHSII-2400	ISNTALL LIGHTING, IONIZERS AND DEVICES	3	08-May-25	12-May-25																													
123	PHSII-2410	INSTALL REGISTERS AND GRILLS	3	08-May-25	12-May-25																													
124	PHSII-2430	INSTALL ACOUSTIC CEILING PANELS	3	13-May-25	15-May-25																													
125	PHSII-2440	INSTALL INSULATION IN CEILING	1	16-May-25	16-May-25																													
126	PHSII-2450	PREP WALLS AND INSTALL VCTB	4	19-May-25	22-May-25																													
127	PHSII-2460	INSTALL CASEWORK AND SINK PER PLAN AND ADDENDUM	3	19-May-25	21-May-25																													
128	PHSII-2470	INSTALL FLOORING AND RTSB	4	22-May-25	27-May-25																													
129	PHSII-2480	FINAL CLEANING	1	22-May-25	22-May-25																													
130	BLDG D & G PUNCH		9	23-May-25	04-Jun-25																													
131	PHSII-2490	PUNCH WALK	1	23-May-25	23-May-25																													
132	PHSII-2500	PUNCH LIST CORRECTIONS	5	26-May-25	30-May-25																													
133	PHSII-2510	FINAL PUNCH WALK	1	02-Jun-25	02-Jun-25																													
134	PHSII-2520	OWNER ACCEPTANCE	1	03-Jun-25	03-Jun-25																													
135	PHSII-2540	DISTRICT MOVE OUT FUNITURE FOR NEXT PHASE	2	03-Jun-25	04-Jun-25																													
136	PHASE III (BLDG C & H)		64	05-Jun-25	02-Sep-25																													
137	BUILDING C		60	05-Jun-25	27-Aug-25																													
138	BLDG C DEMO		15	05-Jun-25	25-Jun-25																													
139	PHSIII-1000	SETUP TEMP FENCE BUILDING C & H	1	05-Jun-25	05-Jun-25																													
140	PHSIII-1100	REMOVE RAIDATOR IN WALLS OF CLASSROOMS	1	10-Jun-25	10-Jun-25																													
141	PHSIII-1110	REMOVE ALL FIRE ALARM DEVICES	1	11-Jun-25	11-Jun-25																													
142	PHSIII-1130	CEILING T-BAR GRID, LIGHTS AND IONIZERS, AND 12"X12" TI	4	12-Jun-25	17-Jun-25																													
143	PHSIII-1140	DEMO VCT, CARPET AND GLUE	4	18-Jun-25	23-Jun-25																													




PIONEER MIDDLE SCHOOL HVAC REPLACEMENT - PRELIMINARY BASELINE



DATED JULY 12, 2024

[illegible]

 Remaining Level of Effort
  Second Baseline
  Remaining Work

 Actual Level of Effort
  Actual Work
  Critical Remaining Work

PIONEER MIDDLE SCHOOL HVAC REPLACEMENT - PRELIMINARY BASELINE

DATED JULY 12, 2024

#	Activity ID	Activity Name	Original Duration	Start	Finish	2024												2025												2026																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							
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191	PHSIV-1140	INSTALL STUB UP FOR ELECTRICAL DISCONNECT	1	15-Sep-25	15-Sep-25																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																



Bid Package 00 - Standard Project Requirements – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

This Standard Project Requirement Bid Package shall be applicable to **ALL** Construction Bid Packages provided by S.C. Anderson, Inc. for this project. Contractors shall review all sections below and include any costs to comply in their base Bid.

This Bid Package is for the Pioneer Elementary School HVAC Replacement as part of the Construction Manager – Multiple Prime delivery method. All Bids will be addressed and delivered to Bakersfield City School District as noted in the Instructions to Bidders in the Construction Manual. Once presented, the bids will be opened and evaluated by the District and the Construction Manager. Any contract awarded by the District, and the work thereafter, will be managed, directed, and overseen by the Construction Manager. All work shall be performed in accordance with All Contract Documents, Pre-Bid Information, Bid Documents, Addenda, Construction Agreement, General Conditions, Special Conditions, Environmental Reports, Contract, Project Schedule, Project Manual, Construction Manual, the requirements of the General Requirements/Specifications (Division 00 thru 33), and Contract Drawings (Here after referred to as “contract documents”) which are hereby incorporated into this and all other Bid packages by their reference. The work under any Bid Package shall include the furnishing and installing of all material, equipment, procedures, means, methods, items and labor required to complete the work described in this Bid Package. The work shall be completed as shown on the drawings and specified in any applicable technical specification sections.

This bid scope of work consists of alterations to Buildings B, C, D, E, F, G, and H including but not limited to HVAC system upgrades, window replacement, restroom accessible upgrades, classroom finish replacement, and a campus wide fire alarm system upgrade. Scope of work includes abatement as specified in the Environmental Reports provided. All contractors must adhere to the following:

In order for the contractor to enter sections of the building included in this scope of work in which has asbestos-containing materials in them, they shall have at a minimum the 2-Hour Asbestos Awareness Training. (this training is for those who may encounter asbestos but will not be intentionally disturbing it.

Work is scheduled to commence September 2, 2024. The work of this or any other bid package must be completed according to the construction schedule included with contract documents. The construction schedule prepared by the Construction Manager, or other target dates pertaining to any work must be adhered to by the Contractor. Procurement of materials and/or equipment shall be done in a timely manner to comply with the project schedule. No extension of time will be granted unless the circumstances are within the stipulations of the General Conditions. All bid packages are contained in the Construction Manual. These standard Project Standards are to made part of every Contractor's scope of work in addition to their applicable bid package.

In addition to the above, work for each specific Bid package shall include the furnishing of all labor, materials, processes, equipment, means and methods and related items required to complete the work as shown on the drawings and set forth in the specifications referred to herein or elsewhere in the Contact Documents.

The Scope of the Work for each Contractor awarded a contract shall include, but not necessarily be limited to, the items listed below and those listed in the specific Bid Package(s) awarded to that Contractor in accordance with the applicable drawings and specification section(s). NOTE: The term "Provide" is defined as "to furnish and install, complete and ready for the intended use."

In addition to the work noted in the successful Contractor's Bid Package, each Contractor must also adhere to the following:

1. Project General Provisions noted in this manual, and all items in Division 01 (General Requirements) in the project manual shall apply to all Contractors performing any work on this project.
2. Each Contractor shall review and abide by the General Rules of Conduct located in the Construction Manual. The plan outlines requirements for fingerprinting and background checks.
3. Mandatory weekly coordination meetings will be held for all Contractors performing work on site. It is each Contractor's responsibility to attend such meetings beginning two weeks prior to start work.
4. At times conflicts within the contract documents may be discovered as the work progresses. Should such a conflict occur, it is each Contractor's responsibility to seek resolution by submitting a request for information (RFI) requesting clarification. RFI's shall be submitted in the S. C. Anderson Inc. project Procore system.
5. Working hours shall be 6:00am - 4:00pm Monday thru Friday. To perform work outside of these hours must be approved prior to commencing that work. Contractors shall man the project appropriately to meet the CPM schedule.
6. Each Contractor shall provide for the appropriate number of move ins to perform the work noted in their specific Bid package and CPM schedule.
7. Each Contractor shall provide a full time, onsite superintendent/foreman. Said superintendent must possess the ability to communicate plainly with on-site staff.
8. As it pertains to each specific Bid package, each Contractor shall provide off site removal and proper disposal of all spoils.
9. The Base Bid pricing for any Bid over \$25,000 shall include the cost of 100% payment and performance bonds.
10. Each Contractor shall provide all any and all scaffolding (except as noted), shoring, trench plates, ladders, lifts, cranes or any other equipment required to perform the work required under each Bid package.
11. Provide access as required to allow inspectors, Owner, Architect, and Construction Manager to perform inspections.
12. Provide pot holing and locating of existing underground utilities if needed under each Bid package.

13. Each Contractor shall be responsible for temporary power within the buildings. Temporary power will be provided to a temporary power pole within the limits of construction. Each Contractor must supply their own method to get the power from that pole to their working condition or provide their own generator. Spider boxes or cords will not be supplied during construction. Additionally, neither the District nor Construction Manager will be responsible for any delays due to outages, overuse, or non-availability of power.
14. Each Contractor shall provide for temporary construction work lighting as needed to perform their work.
15. Each Contractor shall be responsible to take and verify field dimensions.
16. Each Contractor must provide any layout (from benchmarks and staking) necessary to complete the scope of work listed in each Bid package. Initial surveying and staking will be provided by the Construction Manager. However, should any re-staking be required as a result of a Contractor destroying, removing or otherwise disrupting the credibility of the staking, the cost for such re-staking will be the responsibility of the Contractor.
17. Each Contractor shall provide a dimensioned layout for all backing, penetrations, and openings required to install any of the work noted in an awarded Bid package. Should a Contractor fail to provide this layout, the responsibility to install any missed backing shall be the responsibility of that Contractor with no additional compensation. This includes any and all cutting/patching, moving of piping, conduits or any other installed item that may be required to install any missed backing due to the failure to supply the layout.
18. As applicable to each Bid Package, each Contractor shall provide all excavation, shading, bedding, backfill and compaction as noted in the contract documents, for any work provided under this their package.
19. Provide dewatering and mucking out as associated with the performance of the work (as applicable) to each Bid Package.
20. As applicable to each Bid Package, each Contractor shall, with the involvement of the Construction Manager overlay their scope of rough in with the others for coordination to avoid conflicts in the field.
21. Each Contractor shall route all conduits, piping, ducting etc. to avoid interference with other piping, footings or other portions of the building. Drawings are diagrammatic and alternate routing, transitions and fittings may be required due to building and site constraints and adjacent utilities. Cost of utility route adjustments to be included in each Contractor's Bid.
22. Each Contractor shall provide a contained clean out area for cleaning of trucks, tools, spray guns, hoses, brushes, buckets, pumps, wheelbarrows, or any other tool, container or device use to perform work on this site. At no time will any such vehicle/device/tool be cleaned out and dumped, sprayed, splashed or shaken directly onto or into the ground. All cleaned debris and rinse water shall be removed and properly disposed of offsite.
23. Each Contractor must provide any special testing or inspections and certification as required by the work of the specific Bid package, including inspections required by any other agency or municipality.
24. Each Contractor shall provide, at a minimum, weekly clean up and off-site removal of trash, debris, unused construction materials and lunch debris generated by their crew. The costs for hauling off each Contractor's dumpsters are to be included in the price for their Bid Package. It is recommended that each contractor provide a lockable trash container for their own use. In the absence of a clean construction site, each contractor will be required to provide at least one person per week to perform clean up as Directed by the Construction Manager. Should a Contractor fail to provide the manpower noted above, the Construction Manager may seek other means to complete this clean up and that Contractor will be back-charged accordingly. To Clarify: Any clean up performed on behalf of a Contractor by Construction Manager, Owner or District, will be back charged to and deducted from their contract.
25. Each Contractor must provide final clean up and offsite disposal of any debris or unused construction material in one area before moving to another area to perform work. Such clean up and disposal shall comply with all federal, state, and local ordinances and codes. Note: Any clean

up performed on behalf of this Contractor, will be back charged to and deducted from each Contractor's contract.

26. Each Contractor must provide dust control and street clean up, meeting or exceeding the local governing agency's requirements or any other applicable code or regulation (as required for this project), for all generated airborne particles and/or mud/debris that may be deemed unhealthy and/or a nuisance to the public. Any fines received as a result of any Contractor's failure to meet these codes or regulations will be the responsibility that Contractor.
27. Dust control shall be provided by the Contractor whenever earthmoving; excavation, backfilling or compacting activities are taking place. Contractor to use District Provided water.
28. All work must conform to all Federal, State, County, City or Local Codes, Regulations, Ordinances and Standards.
29. Each Contractor is responsible for compliance with all applicable public utility and municipal codes and standards.
30. All non-compliant materials shall be immediately removed from the Project Site.
31. Each Contractor shall provide certified payroll reports, for their work force and any sub tier contractor to Construction Manager on a weekly basis. Pay applications/payments will be held for failure to provide these certified reports. Please note the DIR is now requiring that Certified payroll be entered into their system. Hard copies will still need to be provided to the jobsite.
32. Each Contractor shall provide a notice of non-performance when workers are not on site. Non-performance notifications shall be provided until a notice of completion is filed with the local jurisdiction by the District.
33. Each Contractor must provide proper submittals, shop drawings, mockups, product data, samples, SDS's, as noted in the contract documents, included color samples as/if required.
34. Each Contractor must update the As-Built drawings weekly in the Project Office. Pay applications/payments may be held for failure to update drawings.
35. Each Contractor shall provide a detailed and accurate schedule of values for the work included in any awarded Bid Package. Schedule of values to include labor, material, and equipment costs and be broken down for each area. The schedule of values must be submitted for approval prior to commencement of work and/or payment.
36. Each Contractor shall comply with any and all requirements to use state approved apprentices and paying into approved apprenticeship programs.
37. Each Contractor shall have their Foreman/Superintendent attend a weekly Contractors meeting at the Construction Manager's job trailer.
38. Each Contractors shall provide daily reports at the end of each workday to Construction Manager. Failure to submit daily reports may delay progress payments.
39. Each Contractors must coordinate the work of each Bid package with the architect's approved submittals and/or shop drawings as it pertains to the work outlined in each Bid Package.
40. Each Contractor shall coordinate all work with governmental agency engineers, testing laboratory technicians, Construction Manager, Inspector of Record, private property owners and other Contractors.
41. Each Contractor is responsible for coordination of work with governmental agency engineers, testing laboratory technicians, Construction Manager, Inspector of Record, any appropriate utility companies, private property owners and all other Contractors as applicable. Coordination drawings will be required for all installations near or adjacent to new utilities and structures.
42. Each Contractor is responsible for coordination of any of their work that involves interruptions of utility services. Interruptions shall not impact the site during hours of operation. Contractor shall schedule work afterhours and/or on weekends as required to accommodate the Project Schedule. Note: service interruptions may or may not be included into the CPM schedule.
43. Each Contractor shall provide any and all bonds, insurance, traffic plans, and permits (including any encroachment permits) as required by the District, County, City, State or federal agency.
44. Each Contractor must obtain and pay for a Business Tax Certificate from the City of Bakersfield or any other city having jurisdiction as/if required.

45. Each Contractor shall schedule survey requests with the Construction Manager 48 hours' notice shall be provided for all such requests. Survey requests shall include very specific descriptions of areas to be surveyed or a marked-up plan showing the location(s).
46. Each Contractor is responsible to conduct an inspection of existing conditions prior to commencing work.
47. Each Contractor is responsible for coordinating all required inspections with the Construction Manager and Inspector of record. Written inspection requests must be submitted 48 hours in advance.
48. Each Contractors shall review and comply with any testing requirements listed in the contract documents.
49. Each Contractor shall review and comply with any commissioning requirements.
50. Coordination drawings and a task specific work plan may be required for any construction related activity, which will directly affect safety, campus systems, activities, staff or students. Construction Manager will advise the Contractor when a plan is required. Each plan must be submitted with sufficient time for review/approval by Construction Manager.
51. Coordinate soil compaction testing with Construction Manager. Note: Initial compaction test will be provided at no cost to the Contractor. Any costs or lost critical path time, associated with retesting of soil compaction in areas that failed previously are the responsibility of that Contractor.
52. Provide Inspection and repair of all defective work for a period of one year from the date of Notice of Completion, or if subsequent repairs are required, one year from the date the repairs are complete. This requirement is not in lieu of any extended warranties.
53. Provide owner with specified contract closeout documents, including but not limited to, complete "As Built drawings", Operations and Maintenance Manuals, Guarantees and Warranties (including manufacturer's extended warranties) at conclusion of contract.
54. Each Contractor must supply waiver and releases upon progress payment and final payment. This includes waivers and release from tiered subcontractor or supplier. Failure to provide required releases may delay processing of payment.
55. Each Contractor shall provide Personal Protective Equipment (PPE) for each employee on site. PPE shall consist of Safety vests, hardhats, safety glasses, work boots, long pants and sleeved shirts. Failure to wear the minimum required safety equipment for the task being performed will result at minimum in stoppage of the work task. Safety equipment must be worn at all times while on site. This requirement applies to delivery drivers entering the site.
56. Deliveries may be rejected if proper PPE is not worn.
57. Each Contractor shall provide appropriate drinking water and shade (when necessary) for all of their own staff and workers as required by current OSHA/CAL-OSHA regulations related to heat illness.
58. Each Contractor must provide all traffic control and protection as may be required to meet Federal, State, City or local codes regulations in the performance of their own work. At no time are obstructions of roadways and/or sidewalks allowed without the appropriate permits. It is the responsibility of each Contractor to obtain (and pay for) any such required permits. When traffic control is being provided, certified flagmen should be utilized.
59. **Each Contractor shall comply with the requirements of AB 219 as it pertains to the related scope of work.**
60. Provide protection for public and worker safety (barricades, harness, shoring, etc.) as required to meet applicable Federal, State, City or Local Codes. Engineering shoring plan must be submitted for approval for excavations greater than 5' or at excavations impacting existing structures prior to commencing work.
61. Each Contractor shall provide weekly safety meeting reports to the Construction Manager. Meeting reports with attendee signatures shall be turned in no later than each Friday for that week.
62. Provide protection of contiguous work to prevent damage when performing work under each respective contract. Repair of any work damaged under each contract will be performed by the responsible Contractor with no additional cost to the owner, District or Construction Manager.
63. Each Contractor must contact Underground Service Alert before digging.

64. Provide protection, security, theft and proper storage for all construction materials related to each Contractor's Bid package to eliminate damage during shipping, delivery, handling, storage and installation.
65. Each Contractor is responsible for locating and protecting existing public and private utility, facilities and other property improvements and to locate and protect all work in place.
66. Each Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, Procore.
67. Off-site parking will be available to all contractors. On-site vehicle parking is extremely limited due to the nature of the project site and will only be available via prior authorization from Construction Manager on site staff.
68. **Lean Last Planner – The scheduling of the project shall be provided using a combination of the (P6) critical path method to track the project at the milestone level and the Last Planner® System. Milestone schedules shall represent hard dates for major project milestones that will guide the Contractor Last Planner® phase planning, 6-week make work ready planning, and weekly work planning sessions. Construction Manager shall require each of its Contractors & Subcontractor and Material Suppliers to participate in the pull planning scheduling sessions for the project as necessary according to their work. The following items will be discussed in the weekly Pull planning meetings.**
69. Specification Section 018000 – Construction Waste Reduction, Disposal and Recycling. This specification section shall apply to all Bid Packages.

Pull Planning Implementation

- Milestone Schedule
- Milestones (Schedule) – Set milestones
- Construction Strategy
- Identify construction activities & durations for each milestone
- Identify manpower required to meet commitment dates
- Specify predecessor and successor activities
- Identify operational control
- Identify pre-requisites and constraints
- Weekly Work Planning
- One tag per day, per activity
- Daily commitments from Last Planners
- Identifying and eliminating constraints
- Document progress daily/weekly
- Measuring & Evaluating
- Identify long lead items & stakeholder milestones
- Update Milestone schedule with Phase and Weekly Work Plan activities & durations
- Document commitments made/missed
- Measure Percent Plan Complete (PPC)
- Identify reasons for missed commitments
- Develop plan of action to correct missed commitments

Lean cores tools to be utilized are 5S, Teams, Standard Work, A3 Problem Solving, Error Proofing and BIM. The Pull Planning session commitments shall represent updates to the baseline schedule. contractors will be required to start attending Pull Planning a minimum of 4 weeks ahead of mobilization, or as the project requires for their scope.

On-Site Foreman of each Contractor on site, including subcontractors, will be required to attend daily 15-Minute Foreman's Huddles as part of the implementation of the pull plans.

Bid Submission:

It is the responsibility of each bidder to inspect the project site, review the complete set of plans, specifications, schedules, addenda, and city/county/state standards and the Construction Manual, prior to submitting a Bid.

Bidder is solely responsible for costs and expenses incurred in developing his Bid. Nothing within Bidding Documents shall be construed as establishing a relationship between the Owner or Construction Manager and Bidder wherein the owner or Construction Manager shall compensate Bidder for developing such Bid. The submission of a bid shall be taken as prima facie evidence that submitting party is aware of the site conditions and has read and acknowledges the foregoing.

Each Bid submitted must include the following items at the time of Bid:

1. 00 41 13 Bid Form and Proposal
2. 00 43 13 Bid Bond on District's form or other security
3. 00 43 36 Designated Subcontractor's List
4. 00 45 19 Non-Collusion Declaration
5. 00 45 19.01 Iran Contracting Act
6. 00 45 46.11 Federal Debarment Certification
7. 00 45 46.12 Federal Byrd Anti-Lobbying Certification

LEAD TRAINING - take one or the other type of lead training; not both.

2-Hour Lead Awareness Training in accordance with Cal/OSHA 8 CCR 1532.1 (l)(1)

Your employees need this if they:

Work at Washington MS at any given point in time. Expected to not disturb any lead painted components. This training is not sufficient training if your employees will disturb lead in any manner. This training is worker specific and is an annual required training.

Action-Level Lead Training Cal/OSHA 8 CCR 1532.1 (l)(1) (2) (typically 4-6hours in duration)

Your employees need this if they are:

Expected to disturb lead painted components at Washington MS at any given point in time and for any reason. This training is worker specific and is an annual required training. This is also listed in the Lead Scope of Work.

ASBESTOS TRAINING – take one or the other type of asbestos training; not both.

2-Hour Asbestos Awareness Training in accordance with EPA AHERA 40 CFR 763.92

Your employees need this if they:

Who works in or may work in a building that contains asbestos-containing materials. This training is not sufficient training if your employees will disturb asbestos in any manner. This training is worker specific and is an annual required training.

Asbestos Abatement Work Training in accordance with EPA AHERA 40 CFR 763 Subpart E Appendix C.

Your employees need this if they:

Will be disturbing asbestos-containing materials in any amount.



Bid Package 01 Selective Demolition & Abatement – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings with the exception of items listed as “Work by Others”:
 - a. **Section: 017300 – Cutting and Patching**
 - b. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - c. **Section: 024119 – Selective Demolition**
2. Refer to the CPM schedule and phasing plans and calculate multiple mobilizations as necessary to complete this work.
3. Provide abatement per the Pre-Renovation Asbestos Survey, Lead-Based Paint Inspection, PCB & Mercury Survey Report as prepared by T. Brooks & Associates dated April 5, 2023. Prime contractor to follow all recommendations and environmental regulations required for proper disposal of hazardous containing material.
4. Provide all site demolition as noted per the contract documents. Include central plant chiller yard equipment, piping, transformer & pad. **Exclude demolition required for installation of new chain link fence and gate (with Bid Package 05 Miscellaneous).**
5. Provide selective building demolition including sheet metal pipe covers with concrete pads, **roofing**, windows ***See Addendum 2**, doors ***See Addendum 2**, cabinets / casework, flooring, base, glue-on ceiling tiles, glue-on ceiling tile substrate, nailers, stripping, acoustical T-Bar

ceilings, plaster finish, drywall ceilings & walls, curtain tracks, accessories, and all other items scheduled to be demolished per the Architectural and Structural drawings. **Exclude roof demolition (with Bid Package 05 Miscellaneous).**

***See Addendum 2 changes to base bid and alternate add 1, 2 and 3.**

- 6. Provide separate demolition bids for Alternate Add 1, 2 and 3 separate from base bid.**
- 7. Provide removal of plaster wall finish with substrate at locations where conduit and piping are to be installed within the wall cavity as shown on the Mechanical, Electrical, and Plumbing drawings. Coordinate with plumbing and electrical Prime Contractor. Refer to electrical and plumbing plans where in-wall pipe and conduit are called to be installed. Figure a 16" wide strip of wall finish, floor to ceiling at all locations.**
- 8. Salvage and protect all items called to be salvaged per the plans and specs, including those called out on the plumbing, electrical and mechanical drawings, and return to Owner for reinstallation as directed.**
- 9. Remove visual display boards, smart boards and marker boards, and salvage them to the Owner for reinstallation by others.**
- 10. Provide removal of wall finish for installation of countertop support brackets by others.**
- 11. Provide razor scraping of flooring adhesive and mastic ready for Flooring Contractor.**
- 12. Provide selective mechanical demolition including all unit ventilators, louvers, ductwork, registers, conduit, piping, controls, and all other items scheduled to be demolished per the Mechanical drawings. Coordinate with HVAC Prime Contractor. Excludes rooftop Air Handling Unit removal by Mechanical Contractor.**
- 13. Provide selective plumbing demolition including all unit piping, fixtures, and all other items scheduled to be demolished per the Plumbing drawings. Coordinate with the plumbing Prime Contractor.**
- 14. Provide selective electrical demolition including receptacles, light fixtures, conduit, cabling, equipment, and all other items scheduled to be demolished per the Electrical Drawings. Properly dispose of all fluorescent bulbs and ballast. Coordinate with electrical Prime Contractor.**
- 15. Provide removal and salvage ceiling mounted strobes, sensors, speakers, and projectors for reinstallation by others. All salvaged items to be returned to the school district.**
- 16. Provide demolition of fire alarm devices, conduit, and cabling. Coordinate with Electrical Prime Contractor.**
- 17. Protect in place those finishes and fixtures that will remain.**
- 18. Provide removal and proper offsite disposal of all demolition materials including any trash, loose debris etc., created because of this work. Note: Demolished material may not be stockpiled on site over weekends and holidays. The intent is to have all material removed from the site at the time of demolition to avoid potential safety issues.**
- 19. This is a "Green Code" project: Provide Construction Waste Management Plan for this proposal package. Refer to Specification Section 01 74 00 (Construction Waste Management and Disposal) for more detailed information.**

20. Provide all layout necessary to complete this scope of work. This contractor is responsible for taking, checking and verifying all field dimensions.
21. Provide dust control and street clean up, meeting or exceeding the San Joaquin Valley Air Board District or any other applicable code or regulation, for all generated airborne particles and/or mud/debris that may be deemed unhealthy and/or a nuisance to the public. Any fines received because of this Contractor's failure to meet these codes or regulations will be the responsibility of this contractor.
22. Provide a written demolition plan which addresses major work activities. Plan shall coincide with CPM schedule dates. Intent is to coordinate items such as trucking haul routes, clean-up plan, BMP's etc.
23. Provide demolition permit as required by code or regulation for work being performed. Copies of permits must be delivered the site construction office prior to commencing any work.
24. Prime Contractor shall keep all access roads, haul roads, school parking lot and city or other public streets clean of any and all materials resulting from demolition and or track-out.
25. Coordinate and arrange for an acceptable queuing/staging area for any and all trucks used haul material to or from the site with any municipality having jurisdiction prior commencement of any hauling.
26. Prep and clean walls in preparation for new plywood and tackable wall surfaces provided by others. Walls to be clean of debris, nails, tacks, and all other items posing as an obstruction to the installation of new finishes.
27. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
28. **Allowance #01 – Unforeseen Conditions:** Include the sum of \$50,000.00 in your Contract Amount for the following: Unforeseen selective building demolition, site demolition, and other unforeseen items not identified in the Contract Documents. This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. Profit and overhead on top of this Time and Material work will not be allowed. This allowance amount is to be used as directed by the District and is not to be used to fulfill obligations under this contract. All costs used against this allowance must be agreed to by the District before work is started. All unused portions of this allowance shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.
29. Provide removal of lead paint at steel trusses per T. Brooks & Associates findings provided in Addendum 3; coordinate with Steel Contractor.
30. * Addendum 2 alternate add and base bid changes include but are not limited to the following:
 - a. Section 2.4.1-1.3A Alternate Add No. 1: Demolish Frames, Doors and Hardware as listed. Reference addendum 2 for revised and added Key Notes.
 - b. Section 2.4.1-1.3B Alternate Add No. 2: Demolish Window Systems as listed. Reference addendum 2 for revised and added Key Notes.
 - c. Section 2.4.1-1.3C Alternate Add No. 3: Demolish Cabinets/Shelves as listed. Reference addendum 2 for revised and added Key Notes.
 - d. Base Bid to include changes per revised and added Key Notes.



Bid Package 02 Structural Steel & Metal Fabrication – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Trade Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Trade Contractors shall review all sections below and include any costs to comply in their base Bid. **NOTE:** The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings except those listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 051200 – Structural Steel**
 - c. **Section: 055000 – Metal Fabrications**
2. Refer to the CPM schedule and Area Phasing plans and calculate multiple mobilizations as necessary to complete this work.
3. Provide steel work required for the complete retrofit of existing steel joists.
4. Provide clips, angles, and welding required for attachment of truss blocking. Coordinate with rough carpentry Prime Contractor.
5. Furnish countertop support brackets to be installed by others.
6. Furnish all connection plates, seat plates, anchor plates, ledgers, bolts washers, welding, splices etc. It is the responsibility of this contractor to deliver, inventory and off load, at a location designated by the Construction Manager. Provide a list of each item delivered with each delivery and obtain signature from the Construction Manager acknowledging delivery.
7. Provide welding of all structural steel provided as part of this work. Complete shop drawings and qualifications package per specified section. Provide protection of all existing surfaces and finishes.

8. Provide all fabricated hardware associated with steel to wood connections.
9. Provide all layout (from provide benchmarks and staking) necessary to complete this scope of work. This contractor is responsible for taking, checking and verifying all field dimensions. Surveying and staking will be provided by others, however should any re-staking be required as a result of this Contractor destroying, removing or otherwise disrupting the credibility of the staking, the cost for such re-staking will be the responsibility of this contractor.
10. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
11. Demolition & Abatement Contractor to remove lead paint from existing steel trusses prior to installation of new angle supports. Provide coordination as required,



Bid Package 03 Rough Carpentry – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings with the exception of items listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 024119 – Selective Demolition (as applies to this Bid Package)**
 - c. **Section: 061000 – Rough Carpentry**
 - d. **Section: 062013 – Exterior Finish Carpentry**
 - e. **Section: 079200 – Joint Sealants (as applies to this Bid Package)**
2. Refer to the CPM schedule and Area Phasing plans and provide multiple mobilizations as necessary to complete this work.
3. Provide all rough framing including wall infill, wall framing, soffits, roof framing, rooftop platforms, bracing, wall & roof sheathing, nailers, blocking, backing for all trades, layout, attachment of wood to other materials, fire stopping as required by code, fastenings and accessories, cutting and patching required by the work of other trades, barricades and scaffolding.
4. Provide wall infill framing where louvers and ducts are being removed. Figure plywood finish on both the exterior and interior side of wall infill.
5. Provide removal of rafters, joists, and purlins as required for new work per the contract documents.

6. Provide cutting and framing, removal and replacement of existing plywood as required, for new roof openings for new rooftop mechanical equipment. The cutting of any roof structure and roof decking will be the responsibility of this Bid Package. **Provide temporary protection / enclosure of roof openings and removal as such in coordination with CM.**
7. Provide installation of countertop support brackets furnished by others.
8. Provide blocking, framing and supports required for any mechanical, electrical, and plumbing component, required for completion of the mechanical, electrical and plumbing work. **Provide blocking for cabinetry, toilet accessories, smart boards, marker boards and all other items requiring blocking; coordinate with said Contractors.**
9. Provide all builders hardware (i.e. Simpson or similar) including all fasteners including bolt nuts washers, shot pins etc.
10. Provide all fasteners (nuts, bolts, washer, lock washers etc.) for any wood-to-wood, wood-to-catalog hardware, wood-to-concrete connections.
11. Provide all fire treated backboards required to mount electrical, low voltage, or telephone items. Coordinate the location of these backboard with the other Contractor as appropriate.
12. Provide vertical and horizontal firestopping at all required locations per specifications and plans.
13. Provide all layout necessary to complete this scope of work. This contractor is responsible for taking, checking and verifying all field dimensions.
14. Coordinate with steel Prime Contractor for blocking layout.
15. Provide blocking for the smart board and whiteboards at each classroom. Coordinate opening with Demolition Contractor and blocking with District.
16. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
17. **Allowance #01 – Unforeseen Conditions:** Include the sum of \$25,000.00 in your Contract Amount for the following: patching plywood finish and other unforeseen items not identified in the Contract Documents. This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. Profit and overhead on top of this Time and Material work will not be allowed. This allowance amount is to be used as directed by the District and is not to be used to fulfill obligations under this contract. All costs used against this allowance must be agreed to by the District before work is started. All unused portions of this allowance shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.



Bid Package 04 Casework & Countertops – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Trade Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Trade Contractors shall review all sections below and include any costs to comply in their base Bid. **NOTE:** The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings except those listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 064000 – Interior Architectural Woodwork**
 - c. **Section: 064100 – Solid Polymer Fabrications**
 - d. **Section: 079200 – Joint Sealants (as applicable to this Bid Package)**
2. Refer to the CPM schedule and phasing plans and calculate multiple mobilizations as necessary to complete this work.
3. Provide and install all cabinets and shelving including countertop sub-tops, hardware, fillers, finish trim, toe kicks and nailers for a complete installation.
**See Addendum 2 – Base Bid Changes and Alternate Add No. 3*
4. *Provide Alternate Add No. 3 Cabinets/Shelves.*
**See Addendum 2*
5. Provide and install all solid polymer countertops.
6. Provide ¾” wood trims at windows per the contract documents; paint by others.
7. Provide a dimensioned layout for all backing, penetrations, and openings required to install any of the work in the proposal package. Should this trade contractor fail to provide this layout, the responsibility to install the any missed backing shall be the responsibility of this trade contractor with no additional cost to the Owner. This includes any and all cutting/ patching, moving of piping,

conduits or any other installed item that may be required to install any missed backing due to the failure to supply the layout

8. Provide backing requirements / submittals in a timely manner in accordance to the construction schedule.
9. Coordinate backing requirements and locations with rough carpentry contractor.
10. Install cabinets and casework level, plumb, and tight against adjacent walls.
11. Provide caulking of all cabinet, cabinet trim, countertops, backsplash, to adjacent surface once they have been scribed in place.
12. Provide final caulking of all sink once they have been installed into a countertop.
13. Carefully locate cutouts for pipes so that edges of holes will be covered by escutcheons.
14. Provide cabinet installation complete with all required fastenings, clip angles, braces, anchors and other appurtenant fittings as required rendering the work rigid, secure and complete.
15. Provide protection of installed finished products during construction.
16. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
17. * Addendum 2 alternate add and base bid changes include but are not limited to the following:
 - a. Section 2.4.1-1.3C Provide as alternate add No. 3 Cabinets/Shelves.
 - b. Section 2.4.1-C1 through C2 Base Bid to include changes as listed.



Bid Package 05 Miscellaneous – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings with the exception of items listed as “Work by Others”:
 - a. **Section: 017300 – Cutting And Patching**
 - b. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - c. **Section: 033000 – Cast In Place Concrete (as applies to this Bid Package)**
 - d. **Section: 062000 – Finish Carpentry**
 - e. **Section: 072100 – Building Insulation**
 - f. **Section: 075720 – Polyurethane Foam Roofing**
 - g. **Section: 076200 – Flashing and Sheet Metal**
 - h. **Section: 079200 – Joint Sealants (as applies to this Bid Package)**
 - i. **Section: 081113 – Standard Steel Doors & Frames**
 - j. **Section: 081416 – Flush Wood Doors**
 - k. **Section: 087100 – Door Hardware**
 - l. **Section: 100000 – Miscellaneous Items**
 - m. **Section: 101100 – Visual Display Boards**
 - n. **Section: 101423 – Signs**
 - o. **Section: 102113 – Toilet Compartments**
 - p. **Section: 102800 – Toilet and Bath Accessories**
 - q. **Section: 103600 – Louvers and Vents**
 - r. **Section: 323113 – Chain Link Fence and Gates**
2. Refer to the CPM schedule and Area Phasing plans and provide multiple mobilizations as necessary to complete this work. Provide proper number of move-ins required to complete work.

3. Contractor is responsible for providing all items, turn-key, listed under Item #1 of this Bid Package.
4. Reseal perimeter of existing exterior doors and window frames.
5. Provide cutting, removal and patching of existing roofing at all locations where rooftop units are to be removed or installed. Allow up to a 2' radius around rooftop units. Match existing roofing material.
6. Provide roof patching at all locations calling for installation of new roof mounted piping and/or conduit.
7. Provide crickets at new rooftop unit locations.
8. Provide all sheet metal associated with the roofing system including drip flashings, counter flashings, valley flashings, springlock flashing, expansion flashings, reglets, and trim.
9. Provide all specialty flashing, or accessory required by the roofing manufacturer to maintain any warranties (standard or extended), whether or not this flashing is referenced in the contract documents.
10. Coordinate the placement and configuration of all flashing with all other trades as appropriate.
11. Provide sprayed foam roofing system patching at all roofing locations, to match existing, as shown in the contract.
12. Provide all thermal insulation in walls, wall infills, ceilings, and roof areas per the contract documents.
13. Provide all attaching clips, pins, wires or other fasteners required to install any insulation noted in this package.
14. Provide vapor barrier on the inside envelope as noted in the contract documents.
15. Provide Alternate Add No. 2 – Frames, Doors and Hardware.
*See Addendum 2
16. Provide all hollow metal doors, hollow metal door frames, flush wood doors, door lite frames and louvers for hollow metal and wood doors and all door hardware.
* See Addendum 2
17. Deliver, unloading, inventory, store and protect all material at the job site until such time it is ready for installation.
18. Provide labor to install all hollow metal frames, hollow metal and wood doors and door hardware.
* See Addendum 2
19. Provide grouting of hollow metal frames at location indicated on the drawings.
* See Addendum 2
20. Provide reinstallation of salvaged door stops and thresholds.
* See Addendum 2

21. Provide accessories such as floor attachments, hardware attachments, corner reinforcements, silencers, acoustical door gaskets, fire rating, protective coatings, glass stops, exit devices / panic hardware prep, impact systems, cylinders, door position switches, key cabinets, hinges, locksets, latch sets, deadbolts, closures, flush bolts, stops, kick plates, seals, door bottoms, thresholds, thru bolts, silencers.
* See Addendum 2
22. Verify all wall thicknesses and wall rough opening sizes prior to fabrication of any door frames.
* See Addendum 2
23. Provide appropriate anchorage system for each frame to correspond with the type of wall in which it will be installed.
* See Addendum 2
24. Coordinate and provide a keying schedule and keying system during construction and at completion of the project compliant with the District's keying requirements.
* See Addendum 2
25. Provide welding of frames/doors as where required. Note: any field welding required shall produce a smooth finish.
* See Addendum 2
26. Provide fire extinguishers, brackets and all other required accessories per the contract documents.
27. Provide surface-mounted coat hooks per the contract documents.
28. Provide Toilet Partitions per the contract documents with floor mounting and overhead bracing, continuous brackets, panels, pilasters, shoes, brackets, headrails, bumpers, all associated hardware including all accessories required for a complete installation.
29. Provide Toilet and Bath Accessories per the contract documents including all accessories required for a complete installation.
30. Provide all signage per the contract documents including identification signs, restroom signs, exit signs, and polystyrene stencil including all accessories required for a complete installation.
31. Provide chain link fencing and gates per the contract documents including excavation & backfill, concrete footings, posts, hardware, caps, and all other accessories required for a complete installation.
32. Provide removal of existing hardscape necessary for the installation of chain link fencing and gate. Provide patch back as required.

- 33.** Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
- 34.** Provide visual display boards per the contract documents. Coordinate blocking requirements with other Contractors.
- 35.** * Addendum 2 alternate add and base bid changes include but are not limited to the following:
- a. Section 2.4.1-1.3A Provide as alternate add #1 Frames, Doors and Hardware.
 - b. Section 2.7.1 through 2.7.2 Base Bid to include changes to Door Schedule listed.
 - c. Section 2.9.1.5 through 2.9.1.7 Base Bid to include changes to Door and Accessories listed.



Bid Package 06 Aluminum Windows and Glazing – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Trade Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Trade Contractors shall review all sections below and include any costs to comply in their base Bid. **NOTE:** The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

SECTION A: SCOPE OF WORK

1. Provide all work specified within the following specification sections and drawings except those listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 079200 – Joint Sealants (as applicable to this Bid Package)**
 - c. **Section: 085113 – Aluminum Windows**
 - d. **Section: 088000 – Glass and Glazing**
2. Refer to the CPM schedule and phasing plans and calculate multiple mobilizations as necessary to complete this work.
3. Provide all new aluminum framed windows.
**See Addendum 2 – Base Bid Changes and Alternate Add No. 2*
4. *Provide Alternate Add No. 2 - Window Systems.*
**See Addendum 2.*
5. Provide all prefinished aluminum break metal, extruded aluminum, trim, flashings, eyebrows, closure plates and drip edges for a complete installation.
6. Provide all vision lites scheduled to be installed in hollow metal and wood doors.
**See Addendum 2 section 2.7.1.10.*
7. Provide fire rated glazing in locations specified.

8. Provide all sealants, weatherproofing, weather stripping, compression weather stripping, sliding weather stripping, finish hardware, break metal, rain shields anchors, brackets, fasteners, hangers, attaching clips, shims, or any other device required to install any of this weatherproofing for this work. To clarify all work on an exterior surface shall produce a weather/water tight finish.
9. Provide water testing of all window assemblies installed under this contract.
10. Provide layout for new windows while coordinating with Rough Carpentry Contractor
11. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
12. * Addendum 2 alternate add and base bid changes include but are not limited to the following:
 - a. Section 1.3-B
 - i. Provide Alternate No. 2 Window Systems as listed in section 2.8.2.
 - ii. Provide Base Bid Window Systems as listed in section 2.8.1.
 - b. Section 2.7.1.10 Revised Vision Lite remark.



Bid Package 07 Cement Plaster & Drywall – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings apart from items listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 072500 – Weather Barriers**
 - c. **Section: 079200 – Joint Sealants (as applies to this Bid Package)**
 - d. **Section: 083113 – Access Doors**
 - e. **Section: 092400 – Lath and Plaster**
 - f. **Section: 092900 – Gypsum Board Assemblies**
2. Refer to the CPM schedule and Area Phasing plans and provide multiple mobilizations as necessary to complete this work.
3. Provide all gypsum board and tile backing panels, taping and accessories, trim, screws, staples, joint tape and compounds and texture finish for walls, ceilings, and soffits. Scope includes patch back at new windows ***See Addendum 2**, new door frames ***See Addendum 2**, and removed and new tile, fixtures, smart/chalk/marker boards, cabinets, equipment, toilet accessories, etc.
4. **Provide separate Plaster patch back bids for Alternate Add 1 and 2 separate from base bid.**
5. Provide plaster patch back at interior and exterior elevations per elevation plans and details. Scope includes patch back at all clearstory windows, windows, drinking fountains and door frames to be removed and replaced and all mechanical ventilator and louver infill locations. Plaster finish to match existing; painting of plaster by others.

6. Provide plaster patch at locations where existing plaster has been removed for the installation of in-wall pipe and conduit. Refer to mechanical, electrical, and plumbing plans where in-wall pipe and conduit are called to be installed. Figure a 16" wide strip of plaster wall finish, floor to ceiling at all locations. Coordinate with Demolition contractor.
7. Provide all lath, paper, weather resistive barrier, self-adhered flashing, fasteners, edge metal, screed, expansion screed/metal, vent screeds, control joint metal, parting joint, expansion joint, casing bead, door drips base screen, weep screed, and reveals for any plaster surface noted in the contract documents.
8. Provide a contained clean out area to be used for cleaning all trucks, mixers, tools, wheelbarrows, etc., used to apply any cementitious or gypsum-based material under this bid package. No such material will be cleaned out/rinsed onto bare soil on this site. All such material will be removed and properly disposed of offsite as part of this contract work. SCA requires the use of the below or similar product. **The cleanout shall be erected a minimum of 24 hours prior to anticipated use.** Proper removal and off-site disposal of the cleanout shall be performed as soon as liquids have evaporated.
9. Provide vertical and horizontal firestopping at all required locations per specifications and plans.
10. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
11. **Allowance #01** – Unforeseen Conditions: Include the sum of \$25,000.00 in your Contract Amount for the following: patching plaster finish and other unforeseen items not identified in the Contract Documents. This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. Profit and overhead on top of this Time and Material work will not be allowed. This allowance amount is to be used as directed by the District and is not to be used to fulfill obligations under this contract. All costs used against this allowance must be agreed to by the District before work is started. All unused portions of this allowance shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.
12. **Allowance #02** – Lath and Scratch at Tile Mortar Bed: Include the sum of \$10,000.00 in your Contract Amount for the following: patching lath and scratch at wall tile mortar beds not identified in the Contract Documents. This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. Profit and overhead on top of this Time and Material work will not be allowed. This allowance amount is to be used as directed by the District and is not to be used to fulfill obligations under this contract. All costs used against this allowance must be agreed to by the District before work is started. All unused portions of this allowance shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.
13. * Addendum 2 alternate add and base bid changes include but are not limited to the following:
 - a. Section 2.4.1-1.3A Alternate Add No. 1: Plaster patch back at Frames, Doors, and Hardware Systems as listed.
Reference addendum 2 for revised and added Key Notes.
 - b. Section 2.4.1-1.3B Alternate Add No. 2: Plaster patch back at Window Systems as listed.
Reference addendum 2 for revised and added Key Notes.
 - c. Base Bid to include changes per revised and added Key Notes.



Bid Package 08 Ceramic Tiling – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Trade Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Trade Contractors shall review all sections below and include any costs to comply in their base Bid. **NOTE:** The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

SECTION A: SCOPE OF WORK

1. Provide all work specified within the following specification sections and drawings except those listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 079200 – Joint Sealants (as applies to this Bid Package)**
 - c. **Section: 093013 – Ceramic Tiling**
2. Provide all interior tile, tile trim, cove base, mortar bed, sealer, fasteners, shims, spacers and grout required to produce complete, ready for use tiled surface as/where noted in the contract documents.
3. Trade Contractor to examine and verify framing or surfaces to ensure sufficient application of tiled surfaces. If any surfaces are not plumb, straight, or true, this shall be addressed to Construction Manager before commencing work.
4. Provide proper floor and wall preparation including but not limited to cleaning, sweeping, vacuuming, sanding, crack isolation treatment, waterproofing, sealer, etc.
5. Provide all layout of floor and wall tile including all patterns as shown in contract documents.
6. Provide coordination with drywall Trade Contractor to verify cement board levelness.

7. Provide cutouts for all penetrations through tiled surfaces as shown in contract documents.
8. Provide all trim (i.e., Schluter) and metal edge strips at tiled surfaced transitions as shown in contract documents.
9. Provide transitions from concrete to tile.
10. Provide a thoroughly clean finished tile surface that is grouted and sealed per contract documents.
11. Contractor to provide protection and removal of protection of finished tile surfaces as described in the contract documents.
12. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
13. **Allowance #01 – Wall Tile and Mortar Bed Patch:** Include the sum of \$15,000.00 in your Contract Amount for the following: patching lath and scratch at wall tile mortar beds not identified in the Contract Documents. This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. Profit and overhead on top of this Time and Material work will not be allowed. This allowance amount is to be used as directed by the District and is not to be used to fulfill obligations under this contract. All costs used against this allowance must be agreed to by the District before work is started. All unused portions of this allowance shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.



Bid Package 10 Floor Covering – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings with the exception of items listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 079200 – Joint Sealants (as applies to this Bid Package)**
 - c. **Section: 096513 – Resilient Wall Base and Accessories**
 - d. **Section: 096513 – Resilient Sheet Flooring**
 - e. **Section: 096519 – Resilient Tile flooring**
 - f. **Section: 096813 – Carpet Tile**
2. Refer to the CPM schedule and Area Phasing plans and calculate multiple mobilizations as necessary to complete this work.
3. Provide all flooring including carpet tile, VCT, entry mat, **resilient flooring**, and topset base as/where noted in the contract documents.
4. Provide moisture barrier over existing slab per the contract documents.
5. Provide caulking/sealers, adhesives, tack strip, edge metal trim, cove base, cove base cap trim, carpet edge guard, reducing metal (Schluter, etc.), cover caps, transitional moldings, as/where noted in the contract documents required to produce a complete and ready for use installation.
6. Contractor must participate/attend pre-installation meeting to be set by the Construction Manager.

7. Provide submittals, shop drawings, seam diagrams, manuals, product data sheets and samples as noted in specifications including color samples as appropriate.
8. Provide proper preparation of flooring substrate including application of primers, fillers (including joints or cracks), or any other floor prep material used in the flooring installation.
9. Provide moisture and PH testing of the substrate and evaluate all readings and confirm the test results are conducive to the floor covering. **Testing to be provided by a certified third party.**
10. Furnish Owner with additional (extra) material as noted in the contract documents.
11. Provide and maintain protection of all finished products during the construction.
12. This contractor should anticipate grinding and filling (due to curling or other defects) of slab on grade work will be necessary to bring some slabs on grade or portions of slabs on grade to bring them into tolerance. This work shall be included the pricing of this proposal package. Contractor shall figure a minimum of 4 man-hours per room for this work. Any time used shall be coordinated with Construction Manager prior to performing work.
13. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.



Bid Package 11 Painting – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings with the exception of items listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 062013 – Exterior Finish Carpentry**
 - c. **Section: 079200 – Joint Sealants (as applies to this Bid Package)**
 - d. **Section: 099000 – Painting**
2. Refer to the CPM schedule and Area Phasing plans and provide multiple mobilizations as necessary to complete this work.
3. Provide painted surfaces, including but not limited to sealer, primer, base, finish, accent or any other noted paint per the contract documents and as noted below:
 - a. Exterior painting shall include but not be limited to building exteriors, window frames (new and existing) **See Addendum 2*, doors and frames (new and existing) **See Addendum 2*, prime and paint exposed plaster patches and piping per the mechanical drawings. Scope includes any other surface noted to be painted.
 - b. Interior painting shall include but not be limited to gypsum board and plaster at walls, ceilings and soffits, doors, frames, windows, (new and existing) and columns as called out in the Contract Documents. For drywall called out to be painted, figure painting entire length of said wall, corner to corner. Exposed conduits per the Electrical drawings. Exposed Condensate lines and ductwork per the Mechanical drawings.

4. Provide separate Painting bids for Alternate Add 2 and 3 separate from base bid.
5. Scope includes prep and paint of existing cabinets to remain as called out on the drawings.
6. Scope includes minor patch and repaint of building H interior restroom walls at removed equipment.
7. Scope includes building B ceiling minor patch and paint at new access panels and mechanical grilles.
8. Scope includes minor wall patch and paint at removed fire alarm equipment.
9. Provide proper preparation for all items and surfaces called out to be painted.
10. Provide proper cleanout and disposal of paint and paint equipment.
11. Provide final painting of any surface after the other trades have completed their work and the ceilings have been installed. This Contractor should anticipate some minor repair work to fix dings, dents, chip etc. prior to the application of the finish coating. This work shall be a part of this contract.
12. Provide touch up of finish paint as where required.
13. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
14. Exclude painting of new aluminum window frames.
15. * Addendum 2 alternate add and base bid changes include but are not limited to the following:
 - a. Section 2.4.1-1.3B Alternate Add No. 2: Paint Window Systems as listed.
Reference addendum 2 for revised and added Key Notes.
 - b. Section 2.4.1-1.3C Alternate Add No. 3: Paint Cabinets/Shelves as listed.
Reference addendum 2 for revised and added Key Notes.
 - c. Base Bid to include changes per revised and added Key Notes.



Bid Package 13 HVAC – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings with the exception of items listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 024119 – Selective Building Demolition (as applies to this Bid Package)**
 - c. **Section: 055000 – Metal Fabrications (as applies to this Bid Package)**
 - d. **Section: 072700 – Firestopping (as applies to this Bid Package)**
 - e. **Section: 079200 – Joint Sealants (as applies to this Bid Package)**
 - f. **Section: 083113 – Access Doors (as applies to this Bid Package)**
 - g. **Section: 230000 – Heating, Ventilation and Air Conditioning**
2. Refer to the CPM schedule and Area Phasing plans and calculate multiple mobilizations as necessary to complete this work.
3. Provide layout, and coordination of ductwork, supports, controls, equipment, curbs, piping, and all other HVAC related items to be demolished by others (BP01 Selective Demolition & Abatement).
4. Tape off and seal existing HVAC ductwork to remain in area of construction.
5. Provide draining of all existing HVAC Units to be removed / demolished.
6. Remove existing rooftop mounted air handler as called out in the Contract Documents.
7. Provide installation of Owner furnished HVAC units. **Contractor to coordinate with Owner and include picking up the units from the Owner's designated location at the Hadco Warehouse**

located at 1201 Citation Way, Bakersfield, CA 93308 and delivering to the project site ready for installation. *See addendum 2 section 2.5.1 for list and quantity of equipment to be furnished by Owner and installed by Contractor.

8. Provide installation of Owner furnished thermostats; provide all required programming and training where required.
9. Provide HVAC system as shown in the contract documents, complete and ready for use. This includes all piping, roof curbs, flashing, fittings, flanges, anchors, final connections, etc. required to make the system completely functional.
10. Provide hangers, bracket, supports, splay, unistrut, rod, brace, angle, channel, strap, fastener, clip etc. for work provide under this proposal package.
11. Provide insulation, jackets, vapor barrier, coatings, wrappings, fire caulking or firesafing/stopping for any duct, piping, fitting, valve or device provided as part of this work.
12. Provide drip pans (primary or secondary) prepared to accept/receive condensate piping as/where required for all HVAC units requiring same.
13. Provide connection of suspension wires to any grilles, registers etc. provided as part of this work. Installation of the wire to the structure are by others.
14. Provide caulking and/or joint sealers for all work provided under this proposal package.
15. Provide access doors as required by the work of this contract.
16. Provide air balancing accompanied by the appropriate supporting documentation/certification.
17. Provide all grilles, louvers, diffusers, and any finish trim etc. necessary to produce a finished complete working system. Note: It is this Contractor's responsibility to connect the ceiling wires to these items as required.
18. Provide location and/or layout for any backing or framing opening that is required to install any work performed under this proposal package.
19. Provide all required, marking, labeling and signage for all piping, valves, devices, units, etc.
20. Provide flashing and counter flashing wherever any part of a system installed under this bid package penetrates a roof or outside wall. These penetrations shall be flashed and counter-flashed absolutely watertight with a minimum 24 gauge galvanized sheet metal. Flashing apron shall extend not less that eight inches (8") from the conduit, pipe, device or support member in all directions unless detailed otherwise and approved prior to installation. All penetrations shall be flashed following the procedures of the National Roofing Contractor's Association.
21. Provide commissioning and documentation thereof for any item or system as required per the specifications.
22. Provide temporary filters in all equipment, for use in any equipment of this system for start-up and thru the construction phase.
23. Provide removal and off-site disposal of all temporary filters and replace with permanent filters for all equipment prior to testing and balancing with new filters

24. All firesafing and stopping to be coordinated with DSA inspector and other trades prior to installation.
25. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
26. **Allowance #01** – Control Systems: Include the sum of \$25,000.00 in your Contract Amount for the following: unforeseen work required for the control system / EMS not clearly identified on the Mechanical Drawings. This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. Profit and overhead on top of this Time and Material work will not be allowed. This allowance amount is to be used as directed by the District and is not to be used to fulfill obligations under this contract. All costs used against this allowance must be agreed to by the District before work is started. All unused portions of this allowance shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.
27. **Provide installation of HVAC smoke detectors in coordination with the Electrical & Fire Alarm Contractor.**



Bid Package 14 Electrical & Fire Alarm – Addendum 3

PROJECT: **Pioneer Elementary School Campus HVAC System Upgrade**
4404 Pioneer Dr.
Bakersfield, CA 93306

DSA NUMBER: 03-122641

OWNER: Bakersfield City School District
1300 Baker St.
Bakersfield, CA 93305

In addition to the items noted in Proposal Package 00 – Standard Project Requirements, which are applicable to ALL Prime Contractors, the Specific Scope of the Work shall include, but not necessarily be limited to the items listed below in accordance with the applicable drawings and specification section(s). Prime Contractors shall review all sections below and include any costs to comply in their base Bid.

NOTE: The term “Provide” is defined as “to furnish and install, complete and ready for the intended use.”

BASE PROPOSAL

1. Provide all work specified within the following specification sections and drawings with the exception of items listed as “Work by Others”:
 - a. **Section: 018000 – Construction Waste Reduction, Disposal, and Recycling**
 - b. **Section: 024119 – Selective Demolition (as applies to this Bid Package)**
 - c. **Section: 031000 – Concrete Forming and Accessories (as applies to this Bid Package)**
 - d. **Section: 032000 – Concrete Reinforcing (as applies to this Bid Package)**
 - e. **Section: 033000 – Cast In Place Concrete (as applies to this Bid Package)**
 - f. **Section: 072700 – Firestopping (as applies to this Bid Package)**
 - g. **Section: 079200 – Joint Sealants (as applies to this Bid Package)**
 - h. **Section: 083113 – Access Doors (as applies to this Bid Package)**
 - i. **Section: 117100 – Portable Assistive Listening Device**
 - j. **Section: 260000 – Electrical**
 - k. **Section: 267200 – Fire Alarm Systems**
 - l. **Section: 321216 – Hot-Mix Asphalt Paving**
 - m. **Section: 321313 – Portland Cement Concrete Paving**
2. Refer to the CPM schedule and Area Phasing plans and calculate multiple mobilizations as necessary to complete this work.
3. Electrical contractor shall make all buildings and site safe for demolition to be performed by others. Provide coordination and layout for all electrical items to be demolished by others (BP01 Selective Demolition & Abatement).

4. Ensure existing systems outside of the construction area are left in working order during construction. Coordinate any system outages (if required) with the Construction Manager.
5. Perform shutdowns or tie-ins during off hours. This Contractor shall include any second shift, or overtime work, and temporary facilities for such work. Notify all parties initially two (2) weeks in advance and again forty-eight (48) hours in advance before any shutdowns or tie-ins are made.
6. Contractor shall acquire an Underground Service Alert Permit for the scope of this package and maintain it during underground activities. Provide the permit number and expiration date to the Construction Manager prior to starting underground work.
7. All fire-safing and stopping to be coordinated with DSA inspector and other trades prior to installation.
8. Provide all building electrical, including but not limited to conduit, connectors, boxes, plates, receptacles, switches, fireproofing requirements, pull rope/strings, fixtures, exit signs, emergency lighting, inverters, bulbs, transformers, breakers, grounds, racks, penetrations and testing as noted in contract documents. Note: to Clarify: all wiring, conduits, fittings, pull boxes, junction boxes etc. necessary for the connection of any electrical, low voltage systems, fire alarm, or controls, etc. are part of this contract work.
9. Provide reinstallation of existing ultraviolet air fixtures. Removal and preservation by others.
10. Provide removal, protection, and reinstallation of fixtures at Building B as needed for new mechanical work.
11. Provide installation of Owner furnished Electrical equipment. **Contractor to coordinate with Owner and include picking up equipment** from the Owner's designated location at the Hadco Warehouse located at 1201 Citation Way, Bakersfield, CA 93308 and delivering to the project site ready for installation. ***See addendum 2 section 2.5.2 for list and quantity of equipment to be furnished by Owner and installed by Contractor.**
12. Provide all site underground or above ground electrical, power, fire alarm, including but not limited to trenching/excavation, conduit, fitting, pull boxes, vaults, bedding, shading, backfill, compaction, pull rope/string, wire, connectors, anchor bolts, layout and placement of required anchor bolts, light poles, and relocation of pull boxes as noted on plans.
13. Provide PG&E infrastructure including all conduit, vaults, transformer pad, and bollards per the PG&E drawings. Contractor to coordinate PG&E inspections.
14. Provide removal and patch back of concrete, asphalt and landscaping disturbed by work in this proposal package.
15. Maintain power connection to the chiller section of the existing main switchboard in order to keep the HVAC system operational during construction. Shutoffs to be coordinated with the Construction Manager and scheduled appropriately.
16. Provide a complete and operational Fire Alarm system including but not limited to: Fire Alarm system, terminal blocks, horizontal wiring, backbone wiring, jacks, faceplates, terminations, cross connects, programming, etc.
17. Locate using appropriate means all existing underground utilities, electrical and communication conduit etc. within the new construction site. Update As-Built drawings showing the locations of all existing utilities prior to commencement of any work.

18. Provide any excavation, shading, bedding, backfill and compaction for any work under this contract.
19. Restore grades in all areas excavated to the pre-existing condition and provide written certification these grades have been restored. Any costs associated with surveying or re-working areas previously graded shall be the responsibility of this contractor.
20. Provide off-site removal of all spoils generated by this work.
21. Include battery calculations for emergency lighting with submittals.
22. Provide all specified labeling, stenciling, tagging identification of equipment and all systems installed in this Contract. All panels must be labeled with "typewritten" labels prior to initial "punch-walk".
23. Provide all access doors/panels required for this proposal package. Contractor shall coordinate with the Rough Framing Contractor for the location and installation of required backing material.
24. Provide disconnect switches and motor starters for equipment supplied by this and other Contractors as required. Locations of disconnect switches to be coordinated with other contractors to ensure clear view from equipment to disconnect switch. Include all supports, stands, etc. to support such items.
25. Provide connection of supporting ceiling wires to light fixture or any other device provide as part of this work.
26. Provide flashing and counter flashing wherever any part of a system installed under this proposal package (including Fire and Telecom) penetrates a roof or outside wall. These penetrations shall be flashed and counter-flashed absolutely watertight with a minimum 24-gauge galvanized sheet metal. Flashing apron shall extend not less than eight inches (8") from the conduit, pipe or support member in all directions unless detailed otherwise and approved prior to installation. All penetrations shall be flashed following the procedures of the National Roofing Contractors Association.
27. Provide Arc Flash Hazard Studies as required by current code.
28. Provide all breaker testing as required by current code and/or per the specifications.
29. At the commencement of construction, coordinate a meeting through the Construction Manager with all trades that require electrical power. All items and equipment shall be verified for voltage, amperage, phase, location, orientation, space requirements, type of connection, starter and disconnect locations and provisions, control system operation, etc. Any discrepancies shall be listed in a formal RFI to the Construction Manager.
30. Contractor is responsible to verify/coordinate the correctness of all locations, dimensions, size of equipment/fixtures/conduit etc., with all other trades and building components. Contractor shall verify that all electrical items will fit within the designed wall cavities, ceiling spaces, furred areas, etc. before floors, decks or underground work is installed.
31. Provide full coordination and scope coverage between the HVAC Contractors for the duct smoke detection systems. This Contractor will review all the Contract Documents to confirm that all of the necessary components, conduits, equipment and low/line voltage wiring is defined properly between trades so that a complete operation system will be obtained. HVAC Contractor to install the duct smoke detectors.

32. Provide temporary power boxes (1 each per building) and power cords until permanent power supply is established to the building.
33. Provide all connections, supports, support wires, rods, braces, angles, straps, anchors, etc. for work installed under this proposal package.
34. Provide conduit, wire and connections for other trades as noted in plans and specifications.
35. Provide commissioning and documentation thereof for any item or system as required per the specifications.
36. Provide any joint sealant/caulking required to finish and seal the work of this proposal package.
37. Provide disconnects of economizer separate from AC units.
38. Contractor shall comply with the requirements of AB 219 as it pertains to the related scope of work.
39. Provide sufficient manpower and equipment to meet the dates shown on the CPM schedule. Refer to Bid package 00 (Project Requirements) for more detailed requirements.
40. Provide submittals in accordance with the Project Manual and CPM Schedule.
41. Provide final cleaning of all equipment, etc.
42. Furnish and install all fire stop material as required at all penetrations through rated walls, ceilings and slabs required by the work to meet code and construction document requirements.
43. All single line and electrical drawings and diagrams are schematic in nature and actual locations of devices and routing of conduit and wiring will vary due to actual project conditions. Include all necessary relocations and re-routing as required for a complete and functional system.
44. Contractor shall provide formal training to school district staff on any installed system.
45. Contractor will be responsible for all billings, submittals, schedule updates, drawing updates and required documents, as may be applicable to the project, through our cloud-based project management program, **Procore**.
46. **Allowance #01 – Low Voltage Systems:** Include the sum of \$175,000.00 in your Contract Amount for the following: low voltage work not clearly identified on the Electrical Drawings. This allowance shall be listed in the Schedule of Values and shall be tracked on a Time and Material basis. Profit and overhead on top of this Time and Material work will not be allowed. This allowance amount is to be used as directed by the District and is not to be used to fulfill obligations under this contract. All costs used against this allowance must be agreed to by the District before work is started. All unused portions of this allowance shall be credited back to the owner in the form of a deductive change order at 100% of the remaining value. This allowance shall be included in the base bid.
47. **Provide all teaching wall low voltage rough-in. Refer to Architectural sheet Interior Elevations for locations. Coordinate wall openings with Demolition contractor.**

AGREEMENT

THIS AGREEMENT IS MADE AND ENTERED INTO THIS _____ DAY OF _____
_____, 20____, by and between the Bakersfield City School District ("District") and _____
_____ ("Contractor") ("Agreement").

WITNESSETH: That the parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

- 1. The Work:** Contractor agrees to furnish all tools, equipment, apparatus, facilities, labor, and material necessary to perform and complete in a good and workmanlike manner, the work of the following project:

Pioneer Elementary School Campus HVAC System Upgrades / 22218.00-37/
BP: _____

("Project" or "Contract" or "Work")

It is understood and agreed that the Work shall be performed and completed as required in the Contract Documents including, without limitation, the Drawings and Specifications and submission of all documents required to secure funding or by the Division of the State Architect for close-out of the Project, under the direction and supervision of, and subject to the approval of, the District or its authorized representative.

- 2. The Contract Documents:** The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the District and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.
- 3. Interpretation of Contract Documents:** Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the District for interpretation. If a conflict exists in the Contract Documents, valid, written modifications, beginning with the most recent, shall control over this Agreement (if any), which shall control over the Special Conditions, which shall control over any Supplemental Conditions, which shall control over the General Conditions, which shall control over the remaining Division 0 documents, which shall control over Division 1 Documents which shall control over Division 2 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In the case of a discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and Specifications. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the District in the matter shall be final.

4. **Time for Completion:** It is hereby understood and agreed that the Work under this Contract shall be completed within **three hundred and seventy eight (378)** consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.
5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of **one thousand dollars (\$1,000.00)** per day as liquidated damages for each and every day's delay beyond the time herein prescribed as substantial completion of the Work.
- It is hereby understood and agreed that this amount is not a penalty.
- In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.
- The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.
7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost

profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type _____ Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall

perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

- 17. Contract Price:** In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, the District covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

_____ Dollars
(\$ _____),

in lawful money of the United States, which sum is to be paid according to the schedule provided by the Contractor and accepted by the District and subject to additions and deductions as provided in the Contract. This amount supersedes any previously stated and/or agreed to amount(s).

- 18. No Representations:** No representations have been made other than as set forth in writing in the Contract Documents, including this Agreement. Each of the Parties to this Agreement warrants that it has carefully read and understood the terms and conditions of this Agreement and all Contract Documents, and that it has not relied upon the representations or advice of any other Party or any attorney not its own.
- 19. Entire Agreement:** The Contract Documents, including this Agreement, set forth the entire agreement between the parties hereto and fully supersede any and all prior agreements, understandings, written or oral, between the parties hereto pertaining to the subject matter thereof.
- 20. Severability:** If any term, covenant, condition, or provision in any of the Contract Documents is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions in the Contract Documents shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.
- 21. Authority of Signatories:** Each party has the full power and authority to enter into and perform this Contract, and the person signing this Contract on behalf of each party has been properly authorized and empowered to enter into this Contract. This Contract may be executed in one or more counterparts, each of which shall be deemed an original. For this Agreement, and for all Contract Documents requiring a signature, a facsimile or electronic signature shall be deemed to be the equivalent of the actual original signature. All counterparts so executed shall constitute one Contract binding all the Parties hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, accepted and agreed on the date indicated above:

[CONTRACTOR NAME]

BAKERSFIELD CITY SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

NOTE: If the party executing this Contract is a corporation, a certified copy of the by-laws, or of the resolution of the Board of Directors, authorizing the officers of said corporation to execute the Contract and the bonds required thereby must be attached hereto.

END OF DOCUMENT

TABLE OF CONTENTS

	<u>Page</u>
1. CONTRACT TERMS AND DEFINITIONS	1
1.1 Definitions.....	1
1.2 Laws Concerning the Contract; Venue	6
1.3 No Oral Agreements	7
1.4 No Assignment.....	7
1.5 Notice and Service Thereof	7
1.6 No Waiver	7
1.7 Substitutions for Specified Items	8
1.8 Materials and Work.....	8
2. [RESERVED]	9
3. ARCHITECT	10
4. CONSTRUCTION MANAGER.....	10
5. INSPECTOR, INSPECTIONS, AND TESTS	11
5.1 Project Inspector.....	11
5.2 Tests and Inspections	11
5.3 Costs for After Hours and/or Off Site Inspections	12
6. CONTRACTOR.....	12
6.1 Status of Contractor	12
6.2 Project Inspection Card(s)	13
6.3 Contractor’s Supervision.....	13
6.4 Duty to Provide Fit Workers	14
6.5 Field Office	15
6.6 Purchase of Materials and Equipment	15

6.7	Documents on Work	15
6.8	Preservation of Records.....	16
6.9	Integration of Work	16
6.10	Notifications	17
6.11	Obtaining of Permits, Licenses and Registrations.....	17
6.12	Royalties and Patents.....	18
6.13	Work to Comply With Applicable Laws and Regulations	18
6.14	Safety/Protection of Persons and Property	19
6.15	Working Evenings and Weekends.....	22
6.16	Cleaning Up.....	22
6.17	No Relief from Obligations Based on Review by Other Persons	23
7.	SUBCONTRACTORS	23
8.	OTHER CONTRACTS/CONTRACTORS	24
9.	DRAWINGS AND SPECIFICATIONS.....	25
10.	CONTRACTOR'S SUBMITTALS AND SCHEDULES.....	26
10.1	Schedule of Work, Schedule of Submittals, and Schedule of Values	26
10.2	Monthly Progress Schedule(s)	29
10.3	Material Safety Data Sheets (MSDS)	30
10.4	Submittals	30
11.	SITE ACCESS, CONDITIONS, AND REQUIREMENTS	30
11.1	Site Investigation	30
11.2	Soils Investigation Report.....	30
11.3	Access to Work	31
11.4	Layout and Field Engineering	31
11.5	Utilities	31
11.6	Sanitary Facilities	31
11.7	Surveys	32

11.8	Regional Notification Center.....	32
11.9	Existing Utility Lines	32
11.10	Notification.....	33
11.11	Hazardous Materials	33
11.12	No Signs	33
12.	TRENCHES	33
12.1	Trenches Greater Than Five Feet	33
12.2	Excavation Safety.....	33
12.3	No Tort Liability of District	33
12.4	No Excavation without Permits	33
12.5	Discovery of Hazardous Waste and/or Unusual Conditions	34
13.	INSURANCE AND BONDS.....	34
13.1	Insurance.....	34
13.2	Contract Security - Bonds.....	39
14.	WARRANTY/GUARANTEE/INDEMNITY	39
14.1	Warranty/Guarantee.....	39
14.2	Indemnity and Defense	40
15.	TIME	42
15.1	Notice to Proceed	42
15.2	Computation of Time / Adverse Weather.....	42
15.3	Hours of Work	43
15.4	Progress and Completion	43
15.5	Schedule.....	43
15.6	Expeditious Completion	44
16.	EXTENSIONS OF TIME – LIQUIDATED DAMAGES	44
16.1	Liquidated Damages	44
16.2	Excusable Delay	44

16.3	No Additional Compensation for Delays Within Contractor’s Control	45
16.4	Force Majeure.....	46
16.5	Float or Slack in the Schedule	46
17.	CHANGES IN THE WORK	46
17.1	No Changes Without Authorization	46
17.2	Architect Authority	47
17.3	Change Orders.....	47
17.4	Construction Change Directives	48
17.5	Force Account Directives	48
17.6	Price Request	49
17.7	Proposed Change Order.....	49
17.8	Format for Proposed Change Order	52
17.9	Change Order Certification.....	54
17.10	Determination of Change Order Cost	55
17.11	Deductive Change Orders	55
17.12	Addition or Deletion of Alternate Bid Item(s)	56
17.13	Discounts, Rebates, and Refunds.....	56
17.14	Accounting Records	56
17.15	Notice Required	56
17.16	Applicability to Subcontractors	56
17.17	Alteration to Change Order Language.....	57
17.18	Failure of Contractor to Execute Change Order	57
18.	REQUEST FOR INFORMATION	57
19.	PAYMENTS	57
19.1	Contract Price	57
19.2	Applications for Progress Payments.....	57
19.3	Progress Payments	60

19.4	Decisions to Withhold Payment.....	62
19.5	Subcontractor Payments	64
20.	COMPLETION OF THE WORK	65
20.1	Completion.....	65
20.2	Close-Out/Certification Procedures.....	65
20.3	Final Inspection	66
20.4	Costs of Multiple Inspections.....	67
20.5	Partial Occupancy or Use Prior to Completion	67
21.	FINAL PAYMENT AND RETENTION	68
21.1	Final Payment.....	68
21.2	Prerequisites for Final Payment	68
21.3	Retention	69
21.4	Substitution of Securities.....	69
22.	UNCOVERING OF WORK.....	69
23.	NONCONFORMING WORK AND CORRECTION OF WORK	70
23.1	Nonconforming Work	70
23.2	Correction of Work	70
23.3	District's Right to Perform Work	70
24.	TERMINATION AND SUSPENSION	71
24.1	District's Request for Assurances	71
24.2	District's Right to Terminate Contractor for Cause	71
24.3	Termination of Contractor for Convenience.....	73
24.4	Effect of Termination	73
24.5	Emergency Termination of Public Contracts Act of 1949	74
24.6	Suspension of Work.....	75
25.	CLAIMS PROCESS	75
25.1	Obligation to File Claims for Disputed Work.....	75

25.2	Duty to Perform during Claim Process	76
25.3	Definition of Claim.....	76
25.4	Claims Presentation	76
25.5	Claim Resolution pursuant to Public Contract Code section 9204	77
25.6	Subcontractor Pass-Through Claims	79
25.7	Government Code Claim Act Claim.....	79
25.8	Claim Resolution pursuant to Public Contract Code section 20104 et seq.	80
25.9	Claim Procedure Compliance	82
25.10	Claim Resolution Non-Applicability	82
25.11	Attorney’s Fees	82
26.	STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS	82
26.1	Labor Compliance and Enforcement	82
26.2	Wage Rates, Travel, and Subsistence	83
26.3	Hours of Work	84
26.4	Payroll Records	84
26.5	[RESERVED]	86
26.6	Apprentices	86
26.7	Non-Discrimination	87
26.8	Labor First Aid	87
27.	[RESERVED].....	87
28.	MISCELLANEOUS	87
28.1	Assignment of Antitrust Actions.....	87
28.2	Excise Taxes.....	88
28.3	Taxes	88
28.4	Shipments.....	88
28.5	Compliance with Government Reporting Requirements	89

GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, or extreme temperature conditions in excess of the norm for the location and time of year it occurred based on the closest weather station data averaged over the past five years, (2) that is unanticipated and would cause unsafe work conditions and/or is unsuitable for scheduled work that should not be performed during inclement weather (i.e., exterior finishes), and (3) at the Project.

1.1.2 Allowance(s): The Allowance Item(s) identified in the Bid Form and Proposal and included in the Contract Price. Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor hereby authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

1.1.3 Allowance Expenditure Directive: Written authorization for expenditure of an Allowance, if any. Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work.

1.1.4 Approval, Approved, and/or Accepted: Written authorization, unless stated otherwise.

1.1.5 Architect (or "Design Professional in General Responsible Charge"): The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the Design Professional in General Responsible Charge as defined in DSA PR 13-02 on this Project or the Architect's authorized representative.

1.1.6 As-Builts: Reproducible blue line prints of drawings to be prepared on a monthly basis pursuant to the Contract Documents, that reflect changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed since the preceding monthly submittal. See **Record Drawings**.

1.1.7 Bidder: A contractor who intends to provide a proposal to the District to perform the Work of this Contract.

1.1.8 Burdened: The labor rate for Contractor or any Subcontractor inclusive of any and all burden costs including, but not limited to, health and welfare pay, vacation and holiday pay, pension contributions, training rates, benefits of any kind, insurance of any kind, workers' compensation, liability insurance, truck expenses, supply expenses of any kind, payroll taxes, and any other taxes of any kind.

1.1.9 Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.10 Claim: A Dispute that remains unresolved at the conclusion of the all the applicable Dispute Resolution requirements provided herein.

1.1.11 Construction Change Directive: A written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work.

1.1.12 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Construction Manager is used on the Project that is the subject of this Contract, then all references to Construction Manager herein shall be read to refer to District.

1.1.13 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by District.

1.1.14 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the District and Contractor, identified as the Contract Documents. The Contract Documents consist of the following documents:

- 1.1.14.1** Notice to Bidders
- 1.1.14.2** Instructions to Bidders
- 1.1.14.3** Bid Form and Proposal
- 1.1.14.4** Bid Bond
- 1.1.14.5** Designated Subcontractors List
- 1.1.14.6** Site Visit Certification (if a site visit was required)
- 1.1.14.7** Non-Collusion Declaration
- 1.1.14.8** Notice of Award
- 1.1.14.9** Notice to Proceed
- 1.1.14.10** Agreement
- 1.1.14.11** Escrow of Bid Documentation
- 1.1.14.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.14.13** Performance Bond
- 1.1.14.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.14.15** General Conditions
- 1.1.14.16** Special Conditions (if applicable)
- 1.1.14.17** Project Labor Agreement (if applicable)
- 1.1.14.18** Hazardous Materials Procedures and Requirements
- 1.1.14.19** Workers' Compensation Certification
- 1.1.14.20** Prevailing Wage Certification

- 1.1.14.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.14.22** Drug-Free Workplace Certification (if applicable)
- 1.1.14.23** Tobacco-Free Environment Certification
- 1.1.14.24** Hazardous Materials Certification (if applicable)
- 1.1.14.25** Lead-Based Materials Certification (if applicable)
- 1.1.14.26** Imported Materials Certification (if applicable)
- 1.1.14.27** Criminal Background Investigation/Fingerprinting Certification
- 1.1.14.28** Roofing Project Certification (if applicable)
- 1.1.14.29** Registered Subcontractors List
- 1.1.14.30** Iran Contracting Act Certification (if applicable)
- 1.1.14.31** Federal Debarment Certification (if applicable)
- 1.1.14.32** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.14.33** Post Bid Interview
- 1.1.14.34** All Plans, Technical Specifications, and Drawings
- 1.1.14.35** Any and all addenda to any of the above documents
- 1.1.14.36** Any and all change orders or written modifications to the above documents if approved in writing by the District

1.1.15 Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.16 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.17 Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.18 Daily Job Report(s): Daily Project reports prepared by the Contractor's employee(s) who are present on Site, which shall include the information required herein.

1.1.19 Day(s): Unless otherwise designated, day(s) means calendar day(s).

1.1.20 Department of Industrial Relations (or "DIR"): is responsible, among other things, for labor compliance monitoring and enforcement of California prevailing wage laws and regulations for public works contracts.

1.1.21 Design Professional in General Responsible Charge: See definition of **Architect** above.

1.1.22 Dispute: A separate demand by Contractor for a time extension, or payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or Contractor is not otherwise entitled to; or an amount of payment disputed by the District.

1.1.23 District: The public agency or the school district for which the Work is performed. The governing board of the District or its designees will act for the District in all matters pertaining to the Contract. The District may, at any time,

1.1.23.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the District; and/or

1.1.23.2 Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract Documents indicate the District will communicate with or direct the Contractor.

1.1.24 Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.25 DSA: Division of the State Architect.

1.1.26 Force Account Directive: A process that may be used when the District and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares a price for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.27 Job Cost Reports: Any and all reports or records detailing the costs associated with work performed on or related to the Project that Contractor shall maintain for the Project. Specifically, Job Cost Reports shall contain, but are not limited by or to, the following information: a description of the work performed or to be performed on the Project; quantity, if applicable, of work performed (hours, square feet, cubic yards, pounds, etc.) for the Project; Project budget; costs for the Project to date; estimated costs to complete the Project; and expected costs at completion. The Job Cost Reports shall also reflect all Contract cost codes, change orders, elements of non-conforming work, back charges, and additional services.

1.1.28 Labor Commissioner's Office (or "Labor Commissioner", also known as the Division of Labor Standards Enforcement ("DLSE")): Division of the DIR responsible for adjudicating wage claims, investigating discrimination and public works complaints, and enforcing Labor Code statutes and Industrial Welfare Commission orders.

1.1.29 Municipal Separate Storm Sewer System (or "MS4"): A system of conveyances used to collect and/or convey storm water, including, without limitation, catch basins, curbs, gutters, ditches, man-made channels, and storm drains.

1.1.30 Plans: See **Drawings**.

1.1.31 Premises: The real property owned by the District on which the Site is located.

1.1.32 Product(s): New material, machinery, components, equipment, fixtures and systems forming the Work, including existing materials or components required and approved by the District for reuse.

1.1.33 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.34 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the District. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to District.

1.1.35 Project: The planned undertaking as provided for in the Contract Documents.

1.1.36 Project Inspector (or "Inspector"): The individual(s) retained by the District in accordance with title 24 of the California Code of Regulations to monitor and inspect the Project.

1.1.37 Project Labor Agreement (or "PLA"): a prehire collective bargaining agreement in accordance with Public Contract Code section 2500 et seq. that establishes terms and conditions of employment for a specific construction project or projects and/or is an agreement described in Section 158(f) of Title 29 of the United States Code.

1.1.38 Proposed Change Order (or "PCO"): a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

1.1.39 Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.40 Qualified SWPPP Practitioners (or "QSP"): certified personnel that attended a State Water Resources Control Board sponsored or approved training class and passed the qualifying exam.

1.1.41 Record Drawings: Reproducible drawings (or Plans) prepared pursuant to the requirements of the Contract Documents that reflect all changes made during the performance of the Work, recording differences between the original design of the Work and the Work as constructed upon completion of the Project. See also **As-Builts**.

1.1.42 Request for Information (or "RFI"): A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.43 Request for Substitution for Specified Item: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product, thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.44 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Occupational Safety and Health ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.45 Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.46 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.47 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.48 Site: The Project site as shown on the Drawings.

1.1.49 Specifications: That portion of the Contract Documents, Division 1 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.50 State: The State of California.

1.1.51 Storm Water Pollution Prevention Plan (or "SWPPP"): A document which identifies sources and activities at a particular facility that may contribute pollutants to storm water and contains specific control measures and time frames to prevent or treat such pollutants.

1.1.52 Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.53 Submittal Schedule: The schedule of submittals as provided by Contractor and approved by District.

1.1.54 Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure section 995.120.

1.1.55 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning the Contract; Venue

Contract is subject to all provisions of the Constitution and laws of California and the United States governing, controlling, or affecting District, or the property, funds, operations, or powers of District, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

To the fullest extent permitted by California law, the county in which the District administration office is located shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of District, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4 No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any Work or money to become due hereunder without the prior written consent of the District. Assignment without District's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by District in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the District.

1.5 Notice and Service Thereof

1.5.1 Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered one (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.5.1.5 Electronic mail may be used for convenience but is not a substitute for the notice and service requirements herein.

1.6 No Waiver

The failure of District in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be

construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by the District, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the District under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions for Specified Items

Unless the Special Conditions contain different provisions, Contractor shall not substitute different items for any items identified in the Contract Documents without prior written approval of the District.

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract, in a good and workmanlike manner, within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new and of the best quality of their respective kinds and grades as noted or specified, workmanship shall be of good quality, and Contractor shall use all diligence to inform itself fully as to the required manufacturer's instructions and to comply therewith.

1.8.3 Materials shall be furnished in ample quantities and at such times as to insure uninterrupted progress of Work and shall be stored properly and protected from the elements, theft, vandalism, or other loss or damage as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recent published recommendations and specifications.

1.8.5 Contractor shall, after award of Contract by District and after relevant submittals have been reviewed, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon five (5) days' demand from District, present documentary evidence showing that orders have been placed.

1.8.6 District reserves the right but has no obligation, in response to Contractor's neglect or failure in complying with the above instructions, to place orders for such materials and/or equipment as the District may deem advisable in order that the Work may be completed at the date specified in the Contract, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or deducted from payment(s) to Contractor.

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to District, together with all improvements and appurtenances constructed or placed thereon by it, and free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise District as to owner thereof.

1.8.7.1 If a lien or a claim based on a stop payment notice of any nature should at any time be filed against the Work or any District property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by District and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop payment notice to be released or discharged immediately therefrom.

1.8.7.2 If the Contractor fails to furnish to the District within ten (10) calendar days after demand by the District, satisfactory evidence that a lien or a claim based on a stop payment notice has been so released, discharged, or secured, the District may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by District from any sum payable to Contractor under the Contract.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of District (e.g., stop payment notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by District. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Should the District, in its discretion, allow the Contractor to store materials and/or equipment for the Work off-site, Contractor will store said materials and/or equipment at a bonded warehouse and with appropriate insurance coverage at no cost to District. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to District or its authorized representative and shall, at the District's request, forward it to the District.

1.8.10 [RESERVED]

2. [RESERVED]

3. ARCHITECT

3.1 The Architect shall represent the District during the Project and will observe the progress and quality of the Work on behalf of the District. Architect shall have the authority to act on behalf of District to the extent expressly provided in the Contract Documents and to the extent determined by District. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

3.2 Architect shall, with the District and on behalf of the District, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with the District, interpret all other Contract Documents.

3.3 Architect shall have all authority and responsibility established by law, including title 24 of the California Code of Regulations.

3.4 Contractor shall provide District and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1 If a Construction Manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the District's behalf. After execution of the Contract and Notice to Proceed, all correspondence and/or instructions from Contractor and/or District shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2 The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the District, the Architect, and/or the Project Inspector. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed, or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to: the Contractor; any Subcontractor; the Contractor or Subcontractor's respective agents, employees; or other persons performing any of the

Work. The Construction Manager shall have free access to any or all parts of Work at any time.

4.3 If the District does not use a Construction Manager on this Project, all references within the Contract Documents to Construction Manager or CM shall be read as District.

5. INSPECTOR, INSPECTIONS, AND TESTS

5.1 Project Inspector

5.1.1 One or more Project Inspector(s), including special Project Inspector(s), as required, will be assigned to the Work by District, in accordance with requirements of title 24, part 1, of the California Code of Regulations, to enforce the building code and monitor compliance with Plans and Specifications for the Project previously approved by the DSA. Duties of Project Inspector(s) are specifically defined in section 4-342 of said part 1 of title 24.

5.1.2 No Work shall be carried on except with the knowledge and under the inspection of the Project Inspector(s). The Project Inspector(s) shall have free access to any or all parts of Work at any time. Contractor shall furnish Project Inspector(s) reasonable opportunities for obtaining such information as may be necessary to keep Project Inspector(s) fully informed respecting progress and manner of work and character of materials, including, but not limited to, submission of form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector at least 48 hours in advance of the commencement and completion of construction of each and every aspect of the Work. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>. Inspection of Work shall not relieve Contractor from an obligation to fulfill this Contract. Project Inspector(s) and the DSA are authorized to suspend work whenever the Contractor and/or its Subcontractor(s) are not complying with the Contract Documents. Any work stoppage by the Project Inspector(s) and/or DSA shall be without liability to the District. Contractor shall instruct its Subcontractors and employees accordingly.

5.1.3 If Contractor and/or any Subcontractor requests that the Project Inspector(s) perform any inspection off-site, this shall only be done if it is allowable pursuant to applicable regulations and DSA approval, if the Project Inspector(s) agree to do so, and at the expense of the Contractor.

5.2 Tests and Inspections

5.2.1 Tests and Inspections shall comply with title 24, part 1, California Code of Regulations, group 1, article 5, section 4-335, and with the provisions of the Specifications.

5.2.2 The District will select an independent testing laboratory to conduct the tests. Selection of the materials required to be tested shall be by the laboratory or the District's representative and not by the Contractor. The Contractor shall notify the District's representative a sufficient time in advance of its readiness for required observation or inspection.

5.2.3 The Contractor shall notify the District's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents, which must by terms of the Contract Documents be tested, in order that the District may arrange for the testing of same at the source of supply. This notice shall be provided, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.2.4 Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required, shall not be incorporated into and/or onto the Project.

5.2.5 The District will select the testing laboratory and pay for the cost of all tests and inspections, excepting those inspections performed at Contractor's request and expense. Contractor shall reimburse the District for any and all laboratory costs or other testing costs for any materials found to be not in compliance with the Contract Documents. At the District's discretion, District may elect to deduct laboratory or other testing costs for noncompliant materials from the Contract Price, and such deduction shall not constitute a withholding.

5.3 Costs for After Hours and/or Off Site Inspections

If the Contractor performs Work outside the Inspector's regular working hours or requests the Inspector to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the District or the District may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct and complete, in a good and workmanlike manner, the Work for the Contract Price including any adjustment(s) to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits (excluding DSA), fees, licenses, facilities, transportation, taxes, bonds and insurance, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Contractor

6.1.1 Contractor represents and warrants that Contractor is an independent contractor or business entity that is: (i) free from the control and direction of the District in connection with the performance of the Services, (ii) performing Services that are outside the usual course of the District's business, and (iii) customarily engaged in an independently established trade, occupation, or business of the same nature as that involved in the Services performed, District being interested only in the results obtained. Contractor understands and agrees that it and all of its employees and its Subcontractors shall not be considered officers, employees, agents, partner, or joint venture of the District, and are not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Contractor shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to

Consultant's employees. Contractor is and shall at all times be wholly responsible for the manner in which it, its agents, and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the District, or any of the District's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2 As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractors State License Board, 9821 Business Park Drive, Sacramento, California 95827, <http://www.cslb.ca.gov>.

6.1.3 As required by law, Contractor and all Subcontractors shall be properly registered as public works contractors by the Department of Industrial Relations at: <https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm> or current URL.

6.1.4 Contractor represents that Contractor and all Subcontractors shall not be presently debarred, suspended, proposed for disbarment, declared ineligible or excluded pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7.

6.1.5 [RESERVED]

6.1.6 Contractor represents that it has no existing interest and will not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of Work required under this Contract and that no person having any such interest shall be employed by Contractor.

6.1.7 [RESERVED]

6.1.8 If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

6.2 **Project Inspection Card(s)**

Contractor shall verify that forms DSA 152 (or the current version applicable at the time the Work is performed) are issued for the Project prior to the commencement of construction.

6.3 **Contractor's Supervision**

6.3.1 During progress of the Work, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, an experienced and competent project manager and construction superintendent who are employees of the Contractor, to whom the District does not object and at least one of whom shall be fluent in English, written and verbal.

6.3.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees.

6.3.3 Before commencing the Work herein, Contractor shall give written notice to District of the name of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to District. If the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, or to District, any of the District's employees, agents, the Construction Manager, or the Architect, the unsatisfactory project manager and/or construction superintendent shall be replaced. However, Contractor shall notify District in writing before any change occurs, but no less than two (2) business days prior. Any replacement of the project manager and/or construction superintendent shall be made promptly and must be satisfactory to the District. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.3.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to District, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing, with a copy to District's Project Inspector(s). The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.4 Duty to Provide Fit Workers

6.4.1 Contractor and Subcontractor(s) shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. District may require Contractor to permanently remove unfit persons from Project Site.

6.4.2 Any person in the employ of Contractor or Subcontractor(s) whom District may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of District.

6.4.3 The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.4.4 Fingerprinting. Contractor shall comply with the provisions of Education Code section 45125.2 regarding the submission of employee fingerprints to the California Department of Justice and the completion of criminal background investigations of its employees, its subcontractor(s), and its subcontractors' employees. Contractor shall not permit any employee to have any contact with District pupils until such time as Contractor has verified in writing to the governing board of the District, (A) that such employee has not been convicted of a violent or serious felony, as defined in Education Code section 45122.1 and/or (B) that the prohibition does not apply to an employee as provided by Education Code section 45125.1(e)(2) or (3). Contractor shall fully complete and perform all tasks required pursuant to the Criminal Background Investigation/ Fingerprinting Certification.

6.5 Field Office

6.5.1 Contractor shall provide a temporary office on the Site for the District's use exclusively, during the term of the Contract.

6.6 Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from District to assure that there will be no delays.

6.7 Documents on Work

6.7.1 Contractor shall at all times keep on the Site, or at another location as the District may authorize in writing, one legible copy of all Contract Documents, including Addenda and Change Orders, and Titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to District, Construction Manager, Architect, Architect's representatives, the Project Inspector(s), and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. (See particularly the duties of Contractor, Title 24, Part 1, California Code of Regulations, section 4-343.) Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project, particularly Titles 8 and 17. Contractor shall coordinate with Architect and Construction Manager and shall submit its verified report(s) according to the requirements of Title 24.

6.7.2 Daily Job Reports.

6.7.2.1 Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site, and must include, at a minimum, the following information:

- 6.7.2.1.1** A brief description of all Work performed on that day.
- 6.7.2.1.2** A summary of all other pertinent events and/or occurrences on that day.
- 6.7.2.1.3** The weather conditions on that day.
- 6.7.2.1.4** A list of all Subcontractor(s) working on that day, including DIR registration numbers.
- 6.7.2.1.5** A list of each Contractor employee working on that day and the total hours worked for each employee.
- 6.7.2.1.6** A complete list of all equipment on Site that day, whether in use or not.
- 6.7.2.1.7** A complete list of all materials, supplies, and equipment delivered on that day.
- 6.7.2.1.8** A complete list of all inspections and tests performed on that day.

6.7.2.2 Each day Contractor shall provide a copy of the previous day's Daily Job Report to the District or the Construction Manager.

6.8 Preservation of Records

Contractor shall maintain, and District shall have the right to inspect, Contractor's financial records for the Project, including, without limitation, Job Cost Reports for the Project in compliance with the criteria set forth herein. The District shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project manager(s), project superintendent(s), and/or project foreperson(s), all certified payroll records and/or related documents including, without limitation, Job Cost Reports, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, bid documents, bid cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the District. These documents may be duplicative and/or be in addition to any Bid Documents held in escrow by the District. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit, or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency, if available, after the time set forth above.

6.9 Integration of Work

6.9.1 Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as District and/or Architect may direct.

6.9.2 Contractor shall make its own layout of lines and elevations and shall be responsible for the accuracy of both Contractor's and Subcontractors' work resulting therefrom.

6.9.3 Contractor and all Subcontractors shall take all field dimensions required in performance of the Work, and shall verify all dimensions and conditions on the Site. All dimensions affecting proper fabrication and installation of all Work must be verified prior to fabrication by taking field measurements of the true conditions. If there are any discrepancies between dimensions in drawings and existing conditions which will affect the Work, Contractor shall bring such discrepancies to the attention of the District and Architect for adjustment before proceeding with the Work. In doing so, it is recognized that Contractor is not acting in the capacity of a licensed design professional, and that Contractor's examination is made in good faith to facilitate construction and does not create an affirmative responsibility of a design professional to detect errors, omissions or inconsistencies in the Contract Documents or to ascertain compliance with applicable laws, building codes or regulations. However, nothing in this provision shall abrogate Contractor's responsibilities for discovering and reporting any error, inconsistency, or omission pursuant to the Contract within the Contractor's standard of care including, without limitation, any applicable laws, ordinance, rules, or regulations. Following receipt of written notice from Contractor, the District and/or Architect shall inform Contractor what action, if any, Contractor shall take with regard to such discrepancies.

6.9.4 All costs caused by noncompliant, defective, or delayed Work shall be borne by Contractor, inclusive of repair work. Schedule delays resulting from unauthorized work shall be Contractor's responsibility.

6.9.5 Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with consent of District.

6.10 Notifications

6.10.1 Contractor shall notify the Architect and Project Inspector, in writing, of the commencement of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or the most current version applicable at the time the Work is performed) to the Project Inspector. Forms are available on the DSA's website at: <http://www.dgs.ca.gov/dsa/Forms.aspx>.

6.10.2 Contractor shall notify the Architect and Project Inspector, in writing, of the completion of construction of each and every aspect of the Work at least 48 hours in advance by submitting form DSA 156 (or current version) to the Project Inspector.

6.11 Obtaining of Permits, Licenses and Registrations

6.11.1 Contractor shall secure and pay for all permits (except DSA), licenses, registrations, approvals and certificates necessary for prosecution of Work, including but not limited to those listed in the Special Conditions, if any, before the date of the commencement of the Work or before the permits, licenses, registrations, approvals and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, registrations, approvals, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the Contract. All final permits, licenses, registrations, approvals and certificates shall be delivered to District before demand is made for final payment.

6.11.2 General Permit For Storm Water Discharges Associated With Construction and Land Disturbance Activities.

6.11.2.1 Contractor acknowledges that all California school districts are obligated to develop and implement the following requirements for the discharge of storm water to surface waters from its construction and land disturbance activities pursuant to the Clean Water Act and Porter Cologne Water Quality Act. District has determined that the construction of this Project requires enrollment in the Construction Storm Water Permit. District has filed certain submittals referred to as Permit Registration Documents ("PRDS") with the Regional Water Control Board ("Storm Water Pollution Prevention Plan" or "SWPPP").

6.11.2.2 Contractor shall comply with any District SWPPP that is approved by the District and applicable to the Project, at no additional cost to the District. Contractor shall pay any fees and any penalties that may imposed by a regulatory agency for its non-compliance with the SWPPP during the course of Work.

6.11.2.3 Contractor shall provide a Qualified Storm Water Practitioner ("QSP") at no additional cost to the District, who shall be onsite and implement and monitor any and all SWPPP requirements applicable to the Project, including but not limited to:

6.11.2.3.1 All required visual observations, sampling, analysis, reporting and record keeping, including any Numeric Action Levels ("NALs"), if applicable;

6.11.2.3.2 Rain Event Action Plan ("REAP") at least forty eight (48) hours prior to any forecasted rain event requiring implementation of the REAP, including any erosion and sediment control measures needed to protect all exposed portions of the site, if applicable;

6.11.2.3.3 Active Treatment System ("ATS"), if applicable; and

6.11.2.3.4 Best management practices ("BMPs").

6.12 Royalties and Patents

6.12.1 Contractor shall obtain and pay, only when legally required, all royalties and license fees necessary for prosecution of Work before the earlier of the date of the commencement of the Work or the date that the license is legally required to continue the Work without interruption. Contractor shall defend suits or claims of infringement of patent, copyright, or other rights and shall hold the District, the Architect, and the Construction Manager harmless and indemnify them from loss on account thereof except when a particular design, process, or make or model of product is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process, or product is an infringement of a patent or copyright, the Contractor shall indemnify and defend the District, Architect and Construction Manager against any loss or damage unless the Contractor promptly informs the District of its information.

6.12.2 The review by the District or Architect of any method of construction, invention, appliance, process, article, device, or material of any kind shall be only its adequacy for the Work and shall not approve use by the Contractor in violation of any patent or other rights of any person or entity.

6.13 Work to Comply With Applicable Laws and Regulations

6.13.1 Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that may result in finished Work being at variance therewith, Contractor shall promptly notify District in writing and any changes deemed necessary by District shall be made as provided in Contract for changes in Work.

6.13.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.13.1.2 National Board of Fire Underwriters' Regulations

6.13.1.3 International Building Code, latest addition, and the California Code of Regulations, title 24, and other amendments

6.13.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.13.1.5 Industrial Accident Commission's Safety Orders, State of California

6.13.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.13.1.7 Americans with Disabilities Act

6.13.1.8 Education Code of the State of California

6.13.1.9 Government Code of the State of California

6.13.1.10 Labor Code of the State of California, division 2, part 7, Public Works and Public Agencies

6.13.1.11 Public Contract Code of the State of California

6.13.1.12 California Art Preservation Act

6.13.1.13 U. S. Copyright Act

6.13.1.14 U. S. Visual Artists Rights Act

6.13.2 Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code section 21000 et seq.).

6.13.3 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom and arising from the correction of said Work.

6.13.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the DSA, State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies applicable at the time the Work is performed, and as determined by those bodies or agencies.

6.13.5 [RESERVED]

6.14 Safety/Protection of Persons and Property

6.14.1 The Contractor will be solely and completely responsible for conditions of the Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.14.2 The wearing of hard hats will be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats to properly equip all employees and visitors.

6.14.3 Any construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures in, on, or near the Site.

6.14.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.14.5 The Contractor shall furnish to the District a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.14.6 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by District. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code section 7105.

6.14.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.14.8 Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.14.9 Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to District by Contractor.

6.14.10 Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.14.11 Contractor shall comply with any District storm water requirements that are approved by the District and applicable to the Project, at no additional cost to the District.

6.14.12 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.14.13 All salvage materials will become the property of the Contractor and shall be removed from the Site unless otherwise called for in the Contract Documents. However, the District reserves the right to designate certain items of value that shall be turned over to the District unless otherwise directed by District.

6.14.14 All connections to public utilities and/or existing on-site services, including, without limitation, internet, phone and data connections, shall be made and maintained in such a manner as to not interfere with the continuing use of same by the District during the entire progress of the Work.

6.14.15 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.14.16 The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxings, or other construction as required by the Architect. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefore. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the District and others.

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

6.14.18 Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of District and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.14.19 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a school site. No verbal or physical contact with neighbors, students, and faculty, profanity, or inappropriate attire and/or logos, or behavior will be permitted. District may require Contractor to temporarily or permanently remove non-complying persons from Project Site.

6.14.20 Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to District.

6.14.21 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the District prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the District as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.15 Working Evenings and Weekends

Contractor may be required to work increased hours, evenings, and/or weekends at no additional cost to the District. Contractor shall give the District seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon District's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the District for any increased or additional Inspector charges as a result of Contractor's increased hours, or evening and/or weekend work.

6.16 Cleaning Up

6.16.1 The Contractor shall provide all services, labor, materials, and equipment necessary for protecting and securing the Work, all school occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by District. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all school occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed or where there is an increased risk of fire.

6.16.2 Contractor at all times shall keep Premises, including property immediately adjacent thereto, free from debris such as waste, rubbish (including personal rubbish of workers, e.g., food wrappers, etc.), and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises (or surrounding property or neighborhood), but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, District may do so and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the District as it deems necessary for continued operations. Contractor shall comply with all related provisions of the Specifications.

6.16.3 If the Construction Manager, Architect, or District observes the accumulation of trash and debris, the District will give the Contractor a 24-hour written notice to mitigate the condition.

6.16.4 Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the District, the District may, at its sole

discretion, then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price.

6.17 No Relief from Obligations Based on Review by Other Persons

6.17.1 Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by act or omission of the District, Architect, Construction Manager, Project Inspector, or DSA or other entities having jurisdiction including, but not limited to, administration of the Contract, review of submittals, or by tests, observation, inspection, or permit/interconnection approvals.

7. SUBCONTRACTORS

7.1 Contractor shall provide the District with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2 No contractual relationship exists between the District and any Subcontractor, supplier, or sub-subcontractor by reason of this Contract.

7.3 Contractor agrees to bind every Subcontractor by terms of this Contract as far as those terms that are applicable to Subcontractor's work including, without limitation, all labor, wage & hour, apprentice and related provisions and requirements. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to District for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, including Subcontractor caused Project delays, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications and/or the arrangement of the drawings are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 District's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract and no such consent shall be deemed to waive any provisions of this Contract.

7.5 Contractor is directed to familiarize itself with sections 4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with sections 1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein including, without limitation, section 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 No Contractor whose Bid is accepted shall, without consent of the awarding authority and in full compliance with section 4100 et seq. of the Public Contract Code, including, without limitation, sections 4107, 4107.5, and 4109 of the Public Contract Code, and section 1771.1 of the Labor Code, either:

7.6.1 Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Bid; or

7.6.2 Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Bid; or

7.6.3 Sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which his original bid did not designate a Subcontractor.

7.7 The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.7.1 If the Contract is valued at \$1 million or more and uses, or plans to use, state bond funds, then Contractor is responsible for ensuring that first tier Subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46 licenses are prequalified by the District to work on the Project pursuant to Public Contract Code section 20111.6.

7.7.2 Contractor is responsible for ensuring that all Subcontractors are properly registered as public works contractors by the Department of Industrial Relations.

7.8 Contractor is solely responsible for settling any differences between the Contractor and its Subcontractor(s) or between Subcontractors.

7.9 Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1 District reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other contractors reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of other contractors.

8.2 In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of any other contractor that Contractor encounters while working on the Project.

8.3 If any part of Contractor's Work depends for proper execution or results upon work of District or any other contractor, the Contractor shall inspect and, before proceeding with its Work, promptly report to the District in writing any defects in District's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to District for District's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all District's or any other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in District's or any other contractor's work after execution of Contractor's Work and not caused by execution of Contractor's Work.

8.4 To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the District in writing any discrepancy between that executed work and the Contract Documents.

8.5 Contractor shall ascertain to its own satisfaction the scope of the Project and nature of District's or any other contracts that have been or may be awarded by District in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6 Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operation(s) of the Premises and/or to District or any other contractor working on the Project. If simultaneous execution of any contract or Premises operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 A complete list of all Drawings that form a part of the Contract is to be found as an index on the Drawings themselves, and/or may be provided to the Contractor and/or in the Table of Contents.

9.2 Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards, unless noted otherwise.

9.3 Trade Name or Trade Term. It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor therefor, as per best practices of the trade(s) involved, unless specifically noted otherwise.

9.5 Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict with the Contract Documents, Contractor shall promptly notify District and Architect in writing, and any necessary changes shall be made as provided in the Contract Documents.

9.6 In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in the Agreement shall prevail. However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide District with the functionally complete and operable Project described in the Drawings and

Specifications. In case of ambiguity, conflict, or lack of information, District will furnish clarifications with reasonable promptness.

9.7 Drawings and Specifications are intended to comply with all laws, ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.8 As required by Section 4-317(c), Part 1, Title 24, CCR: "Should any existing conditions such as deterioration or non-complying construction be discovered which is not covered by the DSA-approved documents wherein the finished work will not comply with Title 24, California Code of Regulations, a construction change document, or a separate set of plans and specifications, detailing and specifying the required repair work shall be submitted to and approved by DSA before proceeding with the repair work."

9.9 Ownership of Drawings

All copies of Plans, Drawings, Designs, Specifications, and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by District, are the property of District. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to District on request at completion of Work, or may be used by District as it may require without any additional costs to District. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect. District hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Contractor's submittals shall comply with the provisions and requirements of the Specifications including, without limitation Submittals.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

10.1.1 Within **TEN (10)** calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the District for review, in a form supported by sufficient data to substantiate its accuracy as the District may require:

10.1.1.1 Preliminary Schedule. A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by District, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all Contract milestones and each milestone's completion date(s) as may be required by the District.

10.1.1.1.1 The District is not required to approve a preliminary schedule of construction with early completion, i.e., one that shows early completion dates for the Work and/or milestones. Contractor shall not be entitled to extra compensation if the District approves a Construction Schedule with an early completion date and Contractor completes the Project beyond the date shown in the schedule but within the Contract Time. A Construction Schedule showing the Work completed in less than the Contract Time, the time between the early completion date and the end of the Contract Time shall be Float.

10.1.1.2 Preliminary Schedule of Values. A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. Unless the Special Conditions contain different limits, this preliminary schedule of values shall include, at a minimum, the following information and the following structure:

10.1.1.2.1 Divided into at least the following categories:

- 10.1.1.2.1.1** Overhead and profit;
- 10.1.1.2.1.2** Supervision;
- 10.1.1.2.1.3** General conditions;
- 10.1.1.2.1.4** Layout;
- 10.1.1.2.1.5** Mobilization;
- 10.1.1.2.1.6** Submittals;
- 10.1.1.2.1.7** Bonds and insurance;
- 10.1.1.2.1.8** Close-out/Certification documentation;
- 10.1.1.2.1.9** Demolition;
- 10.1.1.2.1.10** Installation;
- 10.1.1.2.1.11** Rough-in;
- 10.1.1.2.1.12** Finishes;
- 10.1.1.2.1.13** Testing;
- 10.1.1.2.1.14** Punchlist and District acceptance.

10.1.1.2.2 And also divided by each of the following areas:

- 10.1.1.2.2.1** Site work;
- 10.1.1.2.2.2** By each building;
- 10.1.1.2.2.3** By each floor.

10.1.1.2.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

- 10.1.1.2.3.1** Mobilization and layout combined to equal not more than 1%;
- 10.1.1.2.3.2** Submittals, samples and shop drawings combined to equal not more than 3%;
- 10.1.1.2.3.3** Bonds and insurance combined to equal not more than 2%.
- 10.1.1.2.3.4** Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.1.1.2.4 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.1.2.5 Contractor shall certify that the preliminary schedule of values as submitted to the District is accurate and reflects the costs as developed in preparing Contractor's bid. For example, without limiting the foregoing, Contractor shall not "front-load" the preliminary schedule of values with dollar amounts greater than the value of activities performed early in the Project.

10.1.1.2.6 The preliminary schedule of values shall be subject to the District's review and approval of the form and content thereof. In the event that the District objects to any portion of the preliminary schedule of values, the District shall notify the Contractor, in writing, of the District's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the District's written objection(s), Contractor shall submit a revised preliminary schedule of values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary schedule of values shall continue until the District has approved the entirety of the preliminary schedule of values.

10.1.1.2.7 Once the preliminary schedule of values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

10.1.1.3 Preliminary Schedule of Submittals. A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by District, this shall become the Submittal Schedule. All submittals shall be forwarded to the District by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the District so as not to delay the Construction Schedule. Upon request by the District, Contractor shall provide an electronic copy of all submittals to the District. All submittals shall be submitted no later than 90 days after the Notice to Proceed.

10.1.1.4 Safety Plan. Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.1.4.1 All applicable requirements of California Division of Occupational Safety and Health ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.1.4.2 All provisions regarding Project safety, including all applicable provisions in these General Conditions.

10.1.1.4.3 Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

10.1.1.5 Complete Registered Subcontractors List. The name, address, telephone number, facsimile number, California State Contractors License number, classification, DIR registration number and monetary value of all Subcontracts of any tier for parties furnishing labor, material, or equipment for completion of the Project.

10.1.2 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.1.3 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.1.4 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.5 All schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.2 Monthly Progress Schedule(s)

10.2.1 Contractor shall provide Monthly Progress Schedule(s) to the District. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed as well as updating the Registered Subcontractors List. The monthly Progress Schedule shall be sent within the timeframe requested by the District and shall be in a format acceptable to the District and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for District approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Contractor shall submit Monthly Progress Schedule(s) with all payment applications.

10.2.3 Contractor must provide all schedules both in hard copy and electronically, in a format (e.g., Microsoft Project or Primavera) approved in advance by the District.

10.2.4 The District will review the schedules submitted and the Contractor shall make changes and corrections in the schedules as requested by the District and resubmit the schedules until approved by the District.

10.2.5 The District shall have the right at any time to revise the schedule of values if, in the District's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.2.6 All schedules must be approved by the District before Contractor can rely on them as a basis for payment.

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Site for any material requiring a Material Safety Data Sheet per the federal "Hazard Communication" standard, or employees' "right to know" law. The Contractor is also required to ensure proper labeling on substances brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the District.

10.4 Submittals

10.4.1 Architect's favorable review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called Architect's attention to the deviations at the time of submission and the Architect has given specific written response. "Favorable review" shall mean merely that Architect has no objection to Contractor using, upon Contractor's own full responsibility, plan or method of Work proposed, or furnishing materials or equipment proposed.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

Before bidding on this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting a bid for the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

Prior to commencing the Work, Contractor and the District's representative shall survey the Site to document the condition of the Site. Contractor will record the survey in digital videotape format and provide an electronic copy to the District within fourteen (14) days of the survey. This electronic record shall serve as a basis for determining any damages caused by the Contractor during the Project. The Contractor may also document any pre-existing conditions in writing, provided that both the Contractor and the District's representative agree on said conditions and sign a memorandum documenting the same.

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site or for the Project is available, that report may be available to the Contractor but shall not be a part of this Contract and shall not alleviate or excuse the Contractor's obligation to perform its own investigation. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its bid, Contractor acknowledges that it has made visual examination of Site and has made whatever tests Contractor deems appropriate to

determine underground condition of soil. Although any such report is not a part of this Contract, recommendations from the report may be included in the Drawings, Specifications, or other Contract Documents. It is Contractor's sole responsibility to thoroughly review all Contract Documents, Drawings, and Specifications.

11.2.2 Contractor agrees that no claim against District will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

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

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by District and Architect. Any required Record and/or As-Built Drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. Contractor shall follow best practices, including but not limited to potholing to avoid utilities. District shall not be liable for any claim for allowances because of Contractor's error, failure to follow best practices, or negligence in acquainting itself with the conditions at the Site.

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of District. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of District and with District's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the District, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor and the Contractor has given the District the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract Time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code section 4215, District assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the construction Site at the time of commencement of construction under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed for liquidated damages for delay in completion of the Project caused by failure of District or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by District shall not be considered exact, but approximate within a reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care or costs of repair due to Contractor's failure to do so. District shall compensate Contractor for the costs of locating, repairing damage not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require District to indicate the presence of existing service laterals, appurtenances, or other utility lines, within the exception of main or trunk utility lines or whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Contractor, while performing Work under this Contract, discovers utility facilities not identified by District in Contract Plans and Specifications, Contractor shall immediately notify the District and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the District shall be borne by the Contractor.

11.10 Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the District pursuant to these provisions is to allow the District to investigate the condition(s) so that the District shall have the opportunity to decide how the District desires to proceed as a result of the condition(s). Accordingly, failure of Contractor to promptly notify the District in writing, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the condition(s).

11.11 Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures and Requirements.

11.12 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences trailers, offices, or elsewhere on the Site without specific prior written approval of the District.

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code section 6705, if the Contract Price exceeds \$25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the District and/or a registered civil or structural engineer employed by the District or Architect, a detailed plan, stamped by a licensed engineer retained by the Contractor, showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the District or by the person to whom authority to accept has been delegated by the District.

12.3 No Tort Liability of District

Pursuant to Labor Code section 6705, nothing in this Article shall impose tort liability upon the District or any of its employees.

12.4 No Excavation without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any

permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code section 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any:

12.5.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in section 25117 of the Health and Safety Code, is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The District shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between District and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for by the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertain to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

Unless different provisions and/or limits are indicated in the Special Conditions, all insurance required of Contractor and/or its Subcontractor(s) shall be at least as broad as the amounts and include the provisions set forth herein.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from, or in connection with, operations under this Contract. This coverage shall be

provided in a form at least as broad as Insurance Services (ISO) Form CG 0001 11188. Contractor shall ensure that Products Liability and Completed Operations coverage, Fire Damage Liability coverage, and Automobile Liability Insurance coverage including owned, non-owned, and hired automobiles, are included within the above policies and at the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Contractor's deductible or self-insured retention for its Commercial General Liability Insurance policy shall not exceed \$25,000 unless approved in writing by District.

13.1.1.3 All such policies shall be written on an occurrence form.

13.1.2 Excess Liability Insurance

13.1.2.1 If Contractor's underlying policy limits are less than required, subject to the District's sole discretion, Contractor may procure and maintain, during the life of this Contract, an Excess Liability Insurance Policy to meet the policy limit requirements of the required policies in order to satisfy, in the aggregate with its underlying policy, the insurance requirements herein..

13.1.2.2 There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Excess Liability Insurance Policy. Any Excess Liability Insurance Policy shall be written on a following form and shall protect Contractor, District, State, Construction Manager(s), Project Manager(s), and Architect(s) in amounts and including the provisions as set forth in the Supplementary Conditions (if any) and/or Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.2.3 The District, in its sole discretion, may accept the Excess Liability Insurance Policy that brings Contractor's primary limits to the minimum requirements herein.

13.1.3 Subcontractor(s): Contractor shall require its Subcontractor(s), if any, to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Excess Liability Insurance (if Subcontractor elects to satisfy, in part the insurance required herein by procuring and maintaining an Excess Liability Insurance Policy) with forms of coverage and limits equal to the amounts required of the Contractor.

13.1.4 Workers' Compensation and Employers' Liability Insurance

13.1.4.1 In accordance with provisions of section 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.4.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on/or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractor(s), if any, to procure and maintain

Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractor(s). Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employee engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Insurance, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employee(s) not otherwise protected before any of those employee(s) commence work.

13.1.5 Builder's Risk Insurance: Builder's Risk "All Risk" Insurance

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, theft, sonic disturbance, earthquake, flood, collapse, wind, rain, dust, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

13.1.6 Pollution Liability Insurance

13.1.6.1 Contractor shall procure and maintain Pollution Liability Insurance that shall protect Contractor, District, State, Construction Manager(s), Project Inspector(s), and Architect(s) from all claims for bodily injury, property damage, including natural resource damage, cleanup costs, removal, storage, disposal, and/or use of the pollutant arising from operations under this Contract, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims. Coverage shall apply to sudden and/or gradual pollution conditions resulting from the escape or release of smoke, vapors, fumes, acids, alkalis, toxic chemicals, liquids, or gases, natural gas, waste materials, or other irritants, contaminants, or pollutants, including asbestos. This coverage shall be provided in a form at least as broad as Insurance Services Offices, Inc. (ISO) Form CG 2415, or Contractor shall procure and maintain these coverages separately.

13.1.6.2 Contractor warrants that any retroactive date applicable to coverage under the policy shall predate the effective date of the Contract and that continuous coverage will be maintained or an extended reporting or discovery period will be exercised for a period of three (3) years, beginning from the time that the Work under the Contract is completed.

13.1.6.3 If Contractor is responsible for removing any pollutants from a site, then Contractor shall ensure that Any Auto, including owned, non-owned, and hired, is included within the above policies and at the required limits, to cover its automobile exposure from transporting the pollutants from the site to an

~~approved disposal site. This coverage shall include the Motor Carrier Act Endorsement, MCS 90.~~

13.1.7 Proof of Insurance and Other Requirements: Endorsements and Certificates

13.1.7.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractor(s) have procured all required insurance and Contractor has delivered in duplicate to the District complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the District has approved these documents.

13.1.7.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.7.2.1 A clause stating the following, or other language acceptable to the District:

"This policy shall not be canceled until written notice to District, Architect, and Construction Manager stating date of the cancellation by the insurance carrier. Date of cancellation may not be less than thirty (30) days after date of mailing notice."

13.1.7.2.2 Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

13.1.7.2.3 All endorsements, certificates and insurance policies shall state that District, its trustees, employees and agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s) and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance.

13.1.7.2.4 All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.7.2.5 Contractor's and Subcontractors' insurance policy(s) shall be primary and non-contributory to any insurance or self-insurance maintained by District, its trustees, employees and/or agents, the State of California, Construction Manager(s), Project Manager(s), Inspector(s), and/or Architect(s).

13.1.7.2.6 Contractor's insurance limit shall apply separately to each insured against whom a claim is made or suit is brought.

13.1.7.3 No policy shall be amended, canceled or modified, and the coverage amounts shall not be reduced, until Contractor or Contractor's broker has provided written notice to District, Architect(s), and Construction Manager(s) stating date of the amendment, modification, cancellation or reduction, and a description of the change. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice.

13.1.7.4 Insurance written on a "claims made" basis shall be retroactive to a date that coincides with or precedes Contractor's commencement of Work, including subsequent policies purchased as renewals or replacements. Said policy is to be renewed by the Contractor and all Subcontractors for a period of five (5) years following completion of the Work or termination of this Agreement. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this Agreement, and will cover the Contractor and all Subcontractors for all claims made.

13.1.7.5 Unless otherwise stated in the Special Conditions, all of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than **A: VII**.

13.1.7.6 The insurance requirements set forth herein shall in no way limit the Contractor's liability arising out of or relating to the performance of the Work or related activities.

13.1.7.7 Failure of Contractor and/or its Subcontractor(s) to comply with the insurance requirements herein shall be deemed a material breach of the Contract.

13.1.8 Insurance Policy Limits

13.1.8.1 Unless different limits are indicated in the Special Conditions, the limits of insurance shall not be less than the following amounts:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$1,000,000 per occurrence; \$2,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$1,000,000
Workers' Compensation		Statutory limits pursuant to State law
Employers' Liability		\$1,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

13.1.8.2 If Contractor normally carries insurance in an amount greater than the minimum amounts required by District, that greater amount shall become the minimum required amount of insurance for purposes of the Contract. Therefore, Contractor hereby acknowledges and agrees that all insurance carried by it shall

be deemed liability coverage for all actions it performs in connection with the Contract.

13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Bid and Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor shall obtain and preserve for the benefit of the District, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of **ONE (1)** year after the later of the following dates, unless a longer period is provided for in the Contract Documents:

14.1.2.1 The acceptance by the District's governing board of the Work, subject to these General Conditions, or

14.1.2.2 The date that commissioning for the Project, if any, was completed.

At the District's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within a **ONE (1)** year period from date of completion as defined above, unless a longer period is provided for in the Contract Documents, without expense whatsoever to District. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, Contractor and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.

14.1.3 If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of District operations, District will attempt to give the notice required above. If Contractor or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the District believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.4 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to District all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by District.

14.1.5 Nothing herein shall limit any other rights or remedies available to District.

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board members, officers, representatives, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, injury, damages, losses, and expenses ("Claims"), including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, the Contractor's indemnification and hold harmless obligation shall be reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent the Claim(s) is/are caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. This indemnification and hold harmless obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist or arise as to any Indemnitee or other person described herein. This indemnification and hold harmless obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR.

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or

defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnatee provides its own defense due to failure to timely respond to tender of defense, rejection of tender of defense, or conflict of interest of proposed counsel, Contractor shall reimburse such Indemnatee for any expenditures. Contractor's defense obligation shall not be construed to negate, abridge, or otherwise reduce any right or obligation of defense that would otherwise exist as to any Indemnatee or other person described herein. Contractor's defense obligation includes, but is not limited to, any failure or alleged failure by Contractor to comply with any provision of law, any failure or alleged failure to timely and properly fulfill all of its obligations under the Contract Documents in strict accordance with their terms, and without limitation, any failure or alleged failure of Contractor's obligations regarding any stop payment notice actions or liens, including Civil Wage and Penalty Assessments and/or Orders by the DIR. The Contractor shall give prompt notice to the District in the event of any Claim(s).

14.2.3 Without limitation of the provisions herein, if the Contractor's obligation to indemnify and hold harmless the Indemnitees or its obligation to defend Indemnitees as provided herein shall be determined to be void or unenforceable, in whole or in part, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, as provided herein. Further, the Contractor shall be and remain fully liable on its agreements and obligations herein to the fullest extent permitted by law.

14.2.4 Pursuant to Public Contract Code section 9201, the District shall provide timely notification to Contractor of the receipt of any third-party Claim relating to this Contract. The District shall be entitled to recover its reasonable costs incurred in providing said notification.

14.2.5 In any and all Claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation herein shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.6 The District may retain so much of the moneys due the Contractor as shall be considered necessary, until disposition of any such Claims or until the District, Architect(s) and Construction Manager(s) have received written agreement from the Contractor that they will unconditionally defend the District, Architect(s) and Construction Manager(s), their respective officers, agents and employees, and pay any damages due by reason of settlement or judgment.

14.2.7 The Contractor's defense and indemnification obligations hereunder shall survive the completion of Work, the warranty/guarantee period, and the termination of the Contract.

15. TIME

15.1 Notice to Proceed

15.1.1 District may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the District desires to postpone issuing the Notice to Proceed beyond ninety (90) days from the date of the Notice of Award, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.1.3 If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to Contractor, Contractor may terminate the Contract. Contractor's termination due to a postponement shall be by written notice to District within ten (10) days after receipt by Contractor of District's notice of postponement. It is further understood by Contractor that in the event that Contractor terminates the Contract as a result of postponement by the District, the District shall only be obligated to pay Contractor for the Work that Contractor had performed at the time of notification of postponement. Should Contractor terminate the Contract as a result of a notice of postponement, District shall have the authority to award the Contract to the next lowest responsive responsible bidder.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor in compliance with the time extension request procedures and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of five (5) hours of the indicated labor required to complete the scheduled tasks of Work on the day affected by the Adverse Weather;

15.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather;

15.2.1.4 Said delay adversely affects the critical path in the Construction Schedule; and

15.2.1.5 Exceeds twelve (12) days of delay per year.

15.2.2 If the aforementioned conditions are met, a non-compensable day-for-day extension will only be allowed for those days in excess of those indicated herein.

15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the District.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient and competent work forces with the required levels of familiarity with the Project and skill, training and experience to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the District and approval of any required governmental agencies.

15.3.3 No Work during State Testing

Contractor shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Site are taking State or Federally-required tests. The District or District's Representative will provide Contractor with a schedule of test dates concurrent with the District's issuance of the Notice to Proceed, or as soon as test dates are made available to the District.

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance or Bonds

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance or bonds. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to District claim for damages.

15.5 Schedule

Contractor shall provide to District, Construction Manager, and Architect a schedule in conformance with the Contract Documents and as required in the Notice to Proceed and the Contractor's Submittals and Schedules section of these General Conditions.

15.6 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

Contractor and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to District as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of any delays in completion of the Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code section 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, including a Force Majeure event, notify District in writing of causes of delay including documentation and facts explaining the delay and the direct correlation between the cause and effect. District shall review the facts and extent of any delay and shall grant extension(s) of time for completing Work when, in its judgment, the findings of fact justify an extension. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor shall notify the District pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the District may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity/activities in the Construction Schedule that are affected by the change and/or delay. In particular, Contractor must show an actual impact to the schedule, after making a good faith effort to mitigate the delay by rescheduling the work, by providing an analysis of the schedule ("Time Impact Analysis"). Such Time Impact Analysis shall describe in detail the cause and effect of the delay and the impact on the critical dates in the Project schedule. (A portion of any delay of seven (7) days or more must be provided.)

16.2.3.3 A recovery schedule must be submitted within twenty (20) calendar days of written notification to the District of causes of delay.

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Division of the State Architect, the Department of General Services, gas companies, electrical utility companies, water districts, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its bid, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The District is responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of the District and Contractor;

16.3.2.4 The delay could not have been avoided or mitigated by Contractor's reasonable diligence; and

16.3.2.5 Contractor timely complies with the claims procedure of the Contract Documents.

16.3.3 Where a change in the Work extends the Contract Time, Contractor may request and recover additional, actual direct costs, provided that Contractor can demonstrate such additional costs are:

16.3.3.1 Actually incurred performing the Work;

16.3.3.2 Not compensated by the Markup allowed; and

16.3.3.3 Directly result from the extended Contract Time.

Contractor shall comply with all required procedures, documentation and time requirements in the Contract Documents. Contractor may not seek or recover such costs using formulas (e.g. Eichleay, labor factors).

16.4 Force Majeure

"Force Majeure" means any event or circumstance unknown at the time of contracting that is beyond the parties' control and makes performance of the contract impractical or impossible. The Party seeking to have its performance obligation(s) excused must demonstrate that there was such an insuperable interference occurring without the party's intervention as could not have been prevented by the exercise of prudence, diligence, and care, by providing prompt notice to the other Party, including full particulars of such event, of its inability to perform its obligations due to such event, following commencement of the claiming Party's inability to so perform its obligations. To the extent satisfying these conditions, Force Majeure events include the following: acts of God, war, civil unrest, epidemic, fire, smoke, volcanic eruption, earthquake, strike, unusually severe weather, flood, or shortage of transportation facilities, lock out, or commandeering of materials, product, plant, or facilities by the government. Force Majeure shall not be based on a Party's financial inability to perform under this Agreement unless there exists extreme and unreasonable difficulty, expense, injury, or loss involved. A Force Majeure event does not include an act of negligence or intentional wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder. No obligation that arose before the Force Majeure event that could and should have been fully performed before such Force Majeure event is excused as a result of such Force Majeure event.

16.5 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the District or the Contractor, but its use shall be determined solely by the District.

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the District as herein provided. District shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the District's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive in advance of the changed Work being performed. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted and approved in writing in the Change Order or Construction Change Directive. Contractor shall be responsible for any costs incurred by the District for professional services and DSA fees and/or delay to

the Project Schedule, if any, for DSA to review any request for changes to the DSA approved plans and specifications for the convenience of the Contractor and/or to accommodate the Contractor's means and methods. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Price or extend the Contract Time, the cost of or length of extension in that Change Order shall be agreed to, in writing, by the District in advance of the Work by Contractor, and shall be subject to the monetary limitations set forth in Public Contract Code section 20118.4. In the event that Contractor proceeds with any change in Work without a Change Order executed by the District or Construction Change Directive, Contractor waives any claim of additional compensation or time for that additional work. Under no circumstances shall Contractor be entitled to any claim of additional compensation or time not expressly requested by Contractor in a Proposed Change Order or approved by District in an executed Change Order.

17.1.4 A Change Order or Construction Change Directive will become effective when approved by the Board, notwithstanding that Contractor has not signed it. A Change Order or Construction Change Directive will become effective without Contractor's signature provided District indicates it as a "Unilateral Change Order". Any dispute as to the adjustment in the Contract Price or Contract Time, if any, of the Unilateral Change Order shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.1.5 Contractor understands, acknowledges, and agrees that the reason for District authorization is so that District may have an opportunity to analyze the Work and decide whether the District shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, by Architect's response(s) to RFI(s), or by Architect's Supplemental Instructions ("ASI").

17.3 Change Orders

17.3.1 A Change Order is a written instrument prepared and issued by the District and/or the Architect and signed by the District (as authorized by the District's Governing Board), the Contractor, the Architect, and approved by the Project Inspector (if necessary) and DSA (if necessary), stating their agreement regarding all of the following:

17.3.1.1 A description of a change in the Work;

17.3.1.2 The amount of the adjustment in the Contract Price, if any; and

17.3.1.3 The extent of the adjustment in the Contract Time, if any.

17.4 Construction Change Directives

17.4.1 A Construction Change Directive is a written order prepared and issued by the District, the Construction Manager, and/or the Architect and signed by the District and the Architect, directing a change in the Work. The District may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. The adjustment to the Contract Price or Time, if any, is subject to the provisions of this section regarding Changes in the Work. If all or a portion of the Project is being funded by funds requiring approval by the State Allocation Board ("SAB"), these revisions may be subject to compensation once approval of same is received and funded by the SAB, and funds are released by the Office of Public School Construction ("OPSC"). Any dispute as to the adjustment in the Contract Price, if any, of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2 The District may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5 Force Account Directives

17.5.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the District and compensation will be determined as set forth herein.

17.5.2 The District will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the District.

17.5.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the District will only pay for actual costs verified in the field by the District or its authorized representative(s) on a daily basis.

17.5.4 The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive, and Contractor shall not be entitled to separately recover additional amounts for overhead and/or profit.

17.5.5 The Contractor shall notify the District or its authorized representative(s) at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the District when it has consumed eighty percent (80%) of the budget, and shall not exceed the budget unless specifically authorized in writing by the District. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely

notify the District regarding the commencement of force account work, or exceeding the force account budget.

17.5.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report using Document 00 63 47, "Daily Force Account Report," no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included on the daily force account reports. The type and model of equipment shall be identified and listed. The District will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The District will not sign, nor will the Contractor receive compensation for work the District cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7 In the event the Contractor and the District reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued and all previously signed reports shall be invalid.

17.6 Price Request

17.6.1 Definition of Price Request

A Price Request is a written request prepared by the Architect requesting the Contractor to submit to the District and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7 Proposed Change Order

17.7.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the District and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2 Changes in Contract Price

A PCO shall include breakdowns and backup documentation pursuant to the revisions herein and sufficient, in the District's judgment, to validate any change in Contract Price. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional compensation for Change Order Work.

17.7.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. The Contractor shall justify the proposed change in time by submittal of a schedule analysis that accurately shows the impact of the change on the critical path of the Construction Schedule ("Time Impact Analysis"). If Contractor fails to request a time extension in a PCO, including the Time Impact Analysis, then the Contractor is thereafter precluded from requesting, and waives any right to request, additional time and/or claim a delay. In no case shall Contractor or any of its Subcontractors be permitted to reserve rights for additional time for Change Order Work. A PCO that leaves the amount of time requested blank, or states that such time requested is "to be determined", is not permitted and shall also constitute a waiver of any right to request additional time and/or claim a delay.

17.7.4 Allowances

If there is an Allowance, then Contractor shall not bill for or be due any portion of an Allowance unless the District has identified specific work, Contractor has submitted a price for that work or the District has proposed a price for that work, the District has accepted the cost for that work, and the District has executed an Allowance Expenditure Directive incorporating that work. Allowance Expenditure Directives shall be based on Contractor's costs, without overhead and profit, for products, delivery, installation, labor, insurance, payroll, taxes, bonding and equipment rental will be included in Allowance Expenditure Directive authorizing expenditure of funds from the Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive.

Any unused portion of the Allowance will revert to the District documented by a deductive Change Order. Contractor authorizes the District to execute a unilateral deductive Change Order at or near the end of the Project for all or any portion of the Allowance not allocated.

17.7.5 Unknown and/or Unforeseen Conditions

Separate from what is provided in the Allowance, if Contractor requests an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen condition(s) on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the District's satisfaction, demonstrates that the unknown and/or unforeseen condition(s) were actually unknown and/or unforeseen and that the condition(s) were reasonably unknown and/or unforeseen. If not, the District shall deny the PCO as unsubstantiated, and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.7.6 Time to Submit Proposed Change Order

Contractor shall submit its PCO, using Document 00 63 57 (Proposed Change Order Form), within five (5) working days of the date Contractor discovers, or reasonably should have discovered, the circumstances giving rise to the PCO, unless additional time to submit a PCO is granted in writing by the District. Time is of the essence in Contractor's submission of PCOs so that the District can promptly investigate the

basis for the PCO. Accordingly, if Contractor fails to submit its PCO within this timeframe, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time based on circumstances giving rise to the PCO.

17.7.7 Proposed Change Order Certification

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

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17.8 Format for Proposed Change Order

17.8.1 The following format shall be used as applicable by the District and the Contractor (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation. Any spaces left blank will be deemed no change to cost or time.

	<u>WORK PERFORMED OTHER THAN BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach suppliers' invoice or itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Subtotal</u>		
(e)	<u>Add Overhead and Profit for any and all tiers of Subcontractor</u> , the total not to exceed ten percent (10%) of Item (d)		
(f)	<u>Subtotal</u>		
(g)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(h)	<u>Subtotal</u>		
(i)	<u>Add Overhead and Profit for Contractor</u> , not to exceed five percent (5%) of Item (h)		
(j)	<u>Subtotal</u>		
(k)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (j)		
(l)	<u>TOTAL</u>		
(m)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	<u>Calendar Days</u>	

	<u>WORK PERFORMED BY CONTRACTOR</u>	<u>ADD</u>	<u>DEDUCT</u>
(a)	<u>Material</u> (attach itemized quantity and unit cost plus sales tax)		
(b)	<u>Add Labor</u> (attach itemized hours and rates, fully Burdened, and specify the hourly rate for each additional labor burden, for example, payroll taxes, fringe benefits, etc.)		
(c)	<u>Add Equipment</u> (attach suppliers' invoice)		
(d)	<u>Add General Conditions Cost</u> (if Time is Compensable) (attach supporting documentation)		
(e)	<u>Subtotal</u>		
(f)	<u>Add Overhead and Profit for Contractor</u> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<u>Subtotal</u>		
(h)	<u>Add Bond and Insurance</u> , not to exceed two percent (2%) of Item (g)		
(i)	<u>TOTAL</u>		
(j)	<u>Time</u> (zero unless indicated; "TBD" not permitted)	<u>Calendar Days</u>	

17.8.2 Mandatory Use of Forms. Contractor shall only submit PCOs by completing Document 00 63 57 (Proposed Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's evaluation of PCOs. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any purported PCO that does not comply with Document 00 63 57 (Proposed Change Order Form).

17.8.3 Labor. Contractor shall be compensated for the costs of labor actually and directly utilized in the performance of the Work. Such labor costs shall be the actual cost, use of any formulas (e.g. labor factors) is not allowed, not to exceed prevailing wage rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Work, fully Burdened. Labor costs shall exclude costs incurred by the Contractor in preparing estimate(s) of the costs of the change in the Work, in the maintenance of records relating to the costs of the change in the Work, coordination and assembly of materials and information relating to the change in the Work or performance thereof, or the supervision and other overhead and general conditions costs associated with the change in the Work or performance thereof, including but not limited to the cost for the job superintendent. If applicable, District will pay Contractor the reasonable costs for room and board, supported with appropriate backup documentation, without markup for profit or overhead as provided by U.S. General Services Administration per diem rates for California lodging, meals and incidentals, <https://www.gsa.gov/travel/plan-book/per-diem-rates/per-diem-rates-lookup>.

17.8.4 Materials. Contractor shall be compensated for the costs of materials necessarily and actually used or consumed in connection with the performance of the change in the Work. Costs of materials may include reasonable costs of transportation from a source closest to the Site of the Work and delivery to the Site. If discounts by material suppliers are available for materials necessarily used in the performance of the change in the Work, they shall be credited to the District. If materials necessarily used in the performance of the change in the Work are obtained from a supplier or source owned in whole or in part by the Contractor, compensation therefor shall not exceed the current wholesale price for such materials. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials in connection with any change in the Work are excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials from its supplier or vendor of the same, the costs of such materials and the District's obligation to pay for the same shall be limited to the then lowest wholesale price at which similar materials are available in the quantities required to perform the change in the Work. The District may elect to furnish materials for the change in the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials or any mark-up thereon.

17.8.5 Equipment. As a precondition to the District's duty to pay for Equipment rental or loading and transportation, Contractor shall provide satisfactory evidence of the actual costs of Equipment from the supplier, vendor or rental agency of same. Contractor shall be compensated for the actual cost of the necessary and direct use of Equipment in the performance of the change in the Work. Use of such Equipment in the performance of the change in the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Equipment moved by its own power shall include time required to move such Equipment to the site of the Work from the nearest available rental source of the same. If Equipment is not moved to the Site

by its own power, Contractor will be compensated for the loading and transportation costs in lieu of rental time. The foregoing notwithstanding, neither moving time or loading and transportation time shall be allowed if the Equipment is used for performance of any portion of the Work other than the change in the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, the Project Inspector and the District, no costs or compensation shall be allowed for time while Construction Equipment is inoperative, idle or on standby, for any reason. Contractor shall not be entitled to an allowance or any other compensation for Equipment or tools used in the performance of change in the Work where such Equipment or tools have a replacement value of \$500.00 or less. Equipment costs claimed by the Contractor in connection with the performance of any Work shall not exceed rental rates established by distributors or construction equipment rental agencies in the locality of the Site; any costs asserted which exceed such rental rates shall not be allowed or paid. Unless otherwise specifically approved in writing by the Architect, the Project Inspector and the District, the allowable rate for the use of Equipment in connection with the Work shall constitute full compensation to the Contractor for the cost of rental, fuel, power, oil, lubrication, supplies, necessary attachments, repairs or maintenance of any kind, depreciation, storage, insurance, labor (exclusive of labor costs of the Equipment operator), and any and all other costs incurred by the Contractor incidental to the use of such Equipment.

17.8.6 General Conditions Cost. The phrase "General Conditions Cost" shall mean, other than expressly limited or excluded herein, the costs of Contractor during the construction phase, including but not limited to: payroll costs for project manager for Work conducted at the Site, payroll costs for the superintendent and full-time general foremen, workers not included as direct labor costs engaged in support functions (e.g., loading/unloading, clean-up), costs of offices and temporary facilities including office materials, office supplies, office equipment, minor expenses, utilities, fuel, sanitary facilities and telephone services at the Site, costs of consultants not in the direct employ of Contractor or Subcontractors, and fees for permits and licenses.

17.8.7 Overhead and Profit. The phrase "Overhead and Profit" shall include field and office supervisors and assistants, watchperson, use of small tools, consumable, insurance other than construction bonds and insurance required herein, general conditions costs and home office expenses.

17.9 Change Order Certification

17.9.1 All Change Orders and PCOs include the following certification by the Contractor, either in the form specifically or incorporated by this reference:

17.9.1.1 The undersigned Contractor approves the foregoing as to the changes, if any, to the Contract Price specified for each item, and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the governing board of the District.

17.9.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor is not entitled to separately recover amounts for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

17.9.2 Accord and Satisfaction: Contractor's execution of any Change Order shall constitute a full accord and satisfaction, and release, of all Contractor (and if applicable, Subcontractor) claims for additional time, money or other relief arising from or relating to the subject matter of the change including, without limitation, impacts of all types, cumulative impacts, inefficiency, overtime, delay and any other type of claim.

17.9.3 Mandatory Use of Forms. Contractor shall only submit Change Orders by completing Document 00 63 63 (Change Order Form). Contractor acknowledges and agrees that use of this specific and consistent format is essential to District's processing of Change Orders. Accordingly, Contractor waives, releases, and discharges any right to assert or claim any entitlement to an adjustment of the Contract Price and/or Time for any change that does not comply with Document 00 63 63 (Change Order Form).

17.10 Determination of Change Order Cost

17.10.1 The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined in one or more of the following ways as applicable to a specific situation and at the District's discretion:

17.10.1.1 District acceptance of a PCO;

17.10.1.2 By unit prices contained in Contractor's original bid;

17.10.1.3 By agreement between District and Contractor.

17.11 Deductive Change Orders

All deductive Change Order(s) must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deducted work less the value of work performed shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit amount unless the bid documentation is being held in escrow as part of the Contract Documents. Unit Prices, if any, may be used in District's discretion in calculating reasonable value. If Contractor offers a proposed amount for a deductive Change Order(s), Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Order(s). If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.12 Addition or Deletion of Alternate Bid Item(s)

If the Bid Form and Proposal includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect to add or delete any such Alternate Bid Item(s) if not included in the Contract at the time of award. If the District elects to add or delete Alternate Bid Item(s) after Contract award, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Bid Form and Proposal unless the parties agree to a different price and the Contract Time shall be adjusted by the number of days allocated in the Contract Documents. If days are not allocated in the Contract Documents, the Contract Time shall be equitably adjusted.

17.13 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction of the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the District, including, without limitation, Job Cost Reports as provided in these General Conditions, which shall be available to the District on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents. Such records shall include without limitation hourly records for Labor and Equipment and itemized records of materials and Equipment used that day in connection with the performance of any Work. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect or the Project Inspector upon request. In the event that the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records, the District's reasonable good faith determination of the extent of adjustment to the Contract Price shall be final, conclusive, dispositive and binding upon Contractor.

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price, or any extension in the Contract Time for completion, it shall notify the District pursuant to the provisions herein, including the Article on Claims and Disputes. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work even though the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Change Orders altered in violation of this provision, if in conflict with the terms set forth herein, shall be construed in accordance with the terms set forth herein. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1 Any Request for Information shall reference all applicable Contract Document(s), including Specification section(s), detail(s), page number(s), drawing number(s), and sheet number(s), etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents. Upon request by the District, Contractor shall provide an electronic copy of the Request for Information in addition to the hard copy.

18.2 The Contractor shall be responsible for any costs incurred for professional services that District may deduct from any amounts owing to the Contractor, if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. District, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedure for Applications for Progress Payments

19.2.1.1 Application for Progress Payment

19.2.1.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the District and the Architect an itemized Application for Payment for operations completed in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following or each portion thereof unless waived by the District in writing:

19.2.1.1.1.1 The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.1.2 The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.1.3 The balance that will be due to each of such entities after said payment is made;

19.2.1.1.1.4 A certification that the As-Built Drawings and annotated Specifications are current;

19.2.1.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.1.6 An updated and acceptable construction schedule in conformance with the provisions herein;

19.2.1.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.1.8 A total of the retentions held;

19.2.1.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the District may require from time to time;

19.2.1.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.1.11 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code section 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment(s); and

19.2.1.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application has been completed in accordance with the Contract Documents for the Project. The Contractor further warrants that all amounts have been paid for work which previous Certificates for Payment were issued and payments received and all Work performed as of the date

of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the District has been informed. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code section 12650 et seq.

19.2.1.1.1.15 The Contractor shall be subject to the False Claims Act set forth in Government Code section 12650 et seq. for information provided with any Application for Progress Payment.

19.2.1.1.1.16 All remaining certified payroll records ("CPR(s)") for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work for the period of the Application for Payment. As indicated herein, the District shall not make any payment to Contractor until:

19.2.1.1.1.16.1 Contractor and/or its Subcontractor(s) provide electronic CPRs directly to the DIR on no less than every 30 days while Work is being performed and within 30 days after the final day of Work performed on the Project for any journeyman, apprentice, worker or other employee was employed in connection with the Work, or within ten (10) days of any request by the District or the DIR to the requesting entity, and

19.2.1.1.1.16.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs in a timely manner may directly delay the Contractor's payment.

19.2.1.1.2 Applications received after June 20th will not be paid until the second week of July and applications received after December 12th will not be paid until the first week of January.

19.2.2 Prerequisites for Progress Payments

19.2.2.1 First Payment Request: The following items, if applicable, must be completed before the District will accept and/or process the Contractor's first payment request:

19.2.2.1.1 Installation of the Project sign;

19.2.2.1.2 Installation of field office;

19.2.2.1.3 Installation of temporary facilities and fencing;

19.2.2.1.4 Schedule of Values;

19.2.2.1.5 Contractor's Construction Schedule;

19.2.2.1.6 Schedule of unit prices, if applicable;

19.2.2.1.7 Submittal Schedule;

19.2.2.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.2.1.9 Copies of necessary permits;

19.2.2.1.10 Copies of authorizations and licenses from governing authorities;

19.2.2.1.11 Initial progress report;

19.2.2.1.12 Surveyor qualifications;

19.2.2.1.13 Written acceptance of District's survey of rough grading, if applicable;

19.2.2.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.2.1.15 All bonds and insurance endorsements; and

19.2.2.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent.

19.2.2.2 Second Payment Request: The District will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect.

19.2.2.3 No Waiver of Criteria: Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by District. Instead, such payment shall be construed as a good faith effort by District to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 District's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, The District shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the District as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the Application for Payment is not proper. The number of days available to the

District to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the District exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the District.

19.3.1.2 The District's review of the Contractor's Application for Payment will be based on the District's and the Architect's observations at the Site and the data comprising the Application for Payment that the Work has progressed to the point indicated and that, to the best of the District's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 District's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within thirty (30) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the value of the Work performed (as verified by Architect and Inspector and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the District's right to enforce each and every provision of this Contract, and the District shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the District concerning the Work, or any portion thereof, remains incomplete.

19.3.2.3 If the District fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment from the Contractor, the District shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

19.3.3 No Waiver

No payment by District hereunder shall be interpreted so as to imply that District has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the District may enforce each and every provision of this Contract. The District may correct or require correction of any error subsequent to any payment.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The District may withhold payment in whole, or in part, to the extent reasonably necessary to protect the District if, in the District's opinion, the representations to the District required herein cannot be made. The District may withhold payment, in whole, or in part, to such extent as may be necessary to protect the District from loss because of, but not limited to any of the following:

19.4.1.1 Defective Work not remedied within **FORTY-EIGHT (48)** hours of written notice to Contractor.

19.4.1.2 Stop Payment Notices or other liens served upon the District as a result of the Contract. Contractor agrees that the District may withhold up to 125% of the amount claimed in the Stop Payment Notice to answer the claim and to provide for the District's reasonable cost of any litigation pursuant to the stop payment notice.

19.4.1.3 Written notice to withhold payment from Contractor by payment and/or performance bond surety(ies).

19.4.1.4 Liquidated damages assessed against the Contractor.

19.4.1.5 The cost of completion of the Contract if there exists a reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date.

19.4.1.6 Damage to the District or other contractor(s).

19.4.1.7 Unsatisfactory prosecution of the Work by the Contractor.

19.4.1.8 Failure to store and properly secure materials.

19.4.1.9 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and samples, Proposed product lists, executed Change Orders, and/or verified reports.

19.4.1.10 Failure of the Contractor to maintain As-Built Drawings.

19.4.1.11 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment.

19.4.1.12 Unauthorized deviations from the Contract Documents.

19.4.1.13 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule, established progress schedules, and/or completion dates.

19.4.1.14 Failure to provide acceptable electronic certified payroll records, as required by the Labor Code, by these Contract Documents, or by written request; for each journeyman, apprentice, worker, or other employee employed by the Contractor and/or by each Subcontractor in connection with the Work for the period of the Application for Payment or if payroll records are delinquent or inadequate.

19.4.1.15 Failure to properly pay prevailing wages as required in Labor Code section 1720 et seq., failure to comply with any other Labor Code requirements, and/or failure to comply with labor compliance monitoring and enforcement by the DIR.

19.4.1.16 Allowing an unregistered subcontractor, as described in Labor Code section 1725.5, to engage in the performance of any work under this Contract.

19.4.1.17 Failure to comply with any applicable federal statutes and regulations regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon Act and related requirements, Contract Work Hours and Safety Standards Act requirements, if applicable.

19.4.1.18 Failure to properly maintain or clean up the Site.

19.4.1.19 Failure to timely indemnify, defend, or hold harmless the District.

19.4.1.20 Any payments due to the District, including but not limited to payments for failed tests, utilities changes, or permits.

19.4.1.21 Failure to pay Subcontractor(s) or supplier(s) as required by law and by the Contract Documents.

19.4.1.22 Failure to pay any royalty, license or similar fees.

19.4.1.23 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.1.24 Failure to perform any implementation and/or monitoring required by any SWPPP for the Project and/or the imposition of any penalties or fines therefore whether imposed on the District or Contractor.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 District may, in its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, District shall make such payments on behalf of Contractor. If any payment is so made by District, then that amount shall be considered a payment made under Contract

by District to Contractor and District shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. District will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, District may, after **FORTY-EIGHT (48)** hours' written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The District shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If District deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred fifty percent (150%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of them. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code section 7108.5 and Public Contract Code section 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of District for Subcontractor Payment

The District shall have no obligation to pay, or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

District shall have the right in its sole discretion, if necessary for the protection of the District, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the District and a Subcontractor of any tier, or a material or equipment supplier, any obligation from the District to such Subcontractor or a material or equipment supplier, or rights in such Subcontractor or a material or equipment supplier against the District.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 District will accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District.

20.1.2 The Work may only be accepted as complete by action of the governing board of the District.

20.1.3 District, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of District, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within fifteen (15) days after the date of the District's acceptance of completion, District shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by District, until the item(s) are completed.

20.1.4 At the end of the 15-day period, if there are any items remaining to be corrected, District may elect to proceed as provided herein related to adjustments to Contract Price, and/or District's right to perform the Work of the Contractor.

20.2 Close-Out/Certification Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out/Certification Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made and existing services reconnected.

20.2.2.2 Record Drawings and Record Specifications

20.2.2.2.1 Contractor shall provide exact Record Drawings of the Work ("As-Builts") and Record Specifications upon completion of the Project and as a condition precedent to approval of final payment.

20.2.2.2.2 Contractor shall obtain the Inspector's approval of the corrected prints and employ a competent draftsman to transfer the Record Drawings information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the District, the

Architect, OPSC, and/or DSA, and print a complete set of transparent sepias. When completed, Contractor shall deliver corrected sepias and diskette/CD/other data storage device acceptable to District with AutoCAD file to the District.

20.2.2.2.3 Contractor is liable and responsible for any and all inaccuracies in the Record Drawings and Record Specifications, even if inaccuracies become evident at a future date.

20.2.2.3 Construction Storm Water Permit, if applicable

Contractor shall submit to District all electronic or hard copy records required by the Construction Storm Water Permit, if applicable, within seven (7) days of Completion of the Project.

20.2.2.4 Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.2.2.5 Source Programming: Contractor shall provide all source programming for all items in the Project.

20.2.2.6 Verified Reports: Contractor shall completely and accurately fill out and file forms DSA 6-C or DSA 152 (or current form), as appropriate. Refer to section 4-336 and section 4-343 of Part 1, Title 24 of the California Code of Regulations.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein, and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List without District's prior written approval. Upon receipt of Contractor's written notice that all of the Punch List items have been fully completed and the Work is ready for final inspection and District acceptance, Architect and Project Inspector will inspect the Work and shall submit to Contractor and District a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the District and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the District its final Application for Payment.

20.3.3 Final Inspection Requirements

20.3.3.1 Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1.1 The Work has been completed.

- 20.3.3.1.2** All life safety items are completed and in working order.
- 20.3.3.1.3** Mechanical and electrical Work including, without limitation, security system, data, and fire alarm, are complete and tested, fixtures are in place, connected, and ready for tryout.
- 20.3.3.1.4** Electrical circuits scheduled in panels and disconnect switches labeled.
- 20.3.3.1.5** Painting and special finishes complete.
- 20.3.3.1.6** Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.
- 20.3.3.1.7** Tops and bottoms of doors sealed.
- 20.3.3.1.8** Floors waxed and polished as specified.
- 20.3.3.1.9** Broken glass replaced and glass cleaned.
- 20.3.3.1.10** Grounds cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.
- 20.3.3.1.11** Work cleaned, free of stains, scratches, and other foreign matter, and damaged and broken material replaced.
- 20.3.3.1.12** Finished and decorative work shall have marks, dirt, and superfluous labels removed.
- 20.3.3.1.13** Final cleanup, as provided herein.

20.4 Costs of Multiple Inspections

More than two (2) requests of the District to make a final inspection shall be considered an additional service of District, Architect, Construction Manager, and/or Project Inspector, and all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 District's Rights to Occupancy

The District may occupy or use any completed or partially completed portion of the Work at any stage, and such occupancy shall not constitute the District's Final Acceptance of any part of the Work. Neither the District's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. In the event that the District occupies or uses any completed or partially completed portion of the Work, the Contractor shall remain responsible for payments, security, maintenance, heat, utilities, damage to

the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents unless the Contractor requests in writing, and the District agrees, to otherwise divide those responsibilities. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the District, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or District's acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The District shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon District's acceptance of the Work of the Contractor as fully complete by the Governing Board of the District (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the District shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the District, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full release of all Stop Payment Notices served in connection with the Work shall be submitted by Contractor.

21.2.2 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code section 8136, from the Contractor and each subcontractor of any tier and supplier to be paid from the final payment.

21.2.3 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code section 8134, from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payments.

21.2.4 A duly completed and executed Document 00 65 19.26, "AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS" from the Contractor.

21.2.5 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of District required under the Contract Documents.

21.2.6 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.7 Contractor must have completed all requirements set forth under "Close-Out/Certification Procedures," including, without limitation, submission of an approved set of complete Record Drawings.

21.2.8 Architect shall have issued its written approval that final payment can be made.

21.2.9 The Contractor shall have delivered to the District all manuals and materials required by the Contract Documents, which must be approved by the District.

21.2.10 The Contractor shall have completed final clean-up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the District or that the District has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval by the Architect of the Application and Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After forty-five (45) days after the recording of the Notice of Completion by District.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the District and the Contractor pursuant to Public Contract Code section 22300.

21.4 Substitution of Securities

The District will permit the substitution of securities in accordance with the provisions of Public Contract Code section 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Inspector or Architect approval or not in compliance with the Contract Documents, it must, if required in writing by the District, the Project Inspector, or the Architect, be uncovered for the Project Inspector's or the Architect's observation and be corrected, replaced, and/or recovered at the Contractor's expense without change in the Contract Price or Contract Time.

23. NONCONFORMING WORK AND CORRECTION OF WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by District as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute its own Work to comply with the Contract Documents without additional expense to the District and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the District or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that District has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed **FORTY-EIGHT (48)** hours, District may remove it and may store any material at Contractor's expense. If Contractor does not pay expense(s) of that removal within ten (10) days' time thereafter, District may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the District and/or District may withhold those amounts from payment(s) to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall immediately correct the Work rejected by the District, the Architect, or the Project Inspector as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Inspector's or the Architect's services and expenses made necessary thereby.

23.2.2 One-Year Warranty Corrections

If, within one (1) year after the date of Completion of the Work or a designated portion thereof, or after the date for commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the District to do so. This period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation hereunder shall survive District's acceptance of the Work under the Contract and termination of the Contract. The District shall give such notice promptly after discovery of the condition.

23.3 District's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the District, after **FORTY-EIGHT (48)** hours' written notice to the Contractor, may, without prejudice to any other remedy

it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings and/or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, District may require at its option:

23.3.2.1 That all such improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the District;

23.3.2.2 That the District deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings and Specifications; or

23.3.2.3 That the District exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the District hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the District shall either issue a deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or District may withhold those amounts from payment(s) to Contractor.

24. TERMINATION AND SUSPENSION

24.1 District's Request for Assurances

If District at any time reasonably believes Contractor is or may be in default under this Contract, District may in its sole discretion notify Contractor of this fact and request written assurances from Contractor of performance of Work and a written plan from Contractor to remedy any potential default under the terms this Contract that the District may advise Contractor of in writing. Contractor shall, within ten (10) calendar days of District's request, deliver a written cure plan that meets the District's requirements in its request for assurances. Contractor's failure to provide such written assurances of performance and the required written plan, within ten (10) calendar days of request, will constitute a material breach of this Contract sufficient to justify termination for cause.

24.2 District's Right to Terminate Contractor for Cause

24.2.1 Grounds for Termination: The District, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon any of the following:

24.2.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof, or

24.2.1.2 Contractor fails to complete said Work within the time specified or any extension thereof, or

24.2.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to be in compliance with Contract Documents; or

24.2.1.4 Contractor persistently refuses, or repeatedly fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.2.1.5 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.2.1.6 Contractor persistently disregards laws, or ordinances, or instructions of District; or

24.2.1.7 Contractor fails to supply labor, including that of Subcontractors, that is sufficient to prosecute the Work or that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.2.1.8 Contractor or its Subcontractor(s) is/are otherwise in breach, default, or in substantial violation of any provision of this Contract, including but not limited to a lapse in licensing or registration.

24.2.2 Notification of Termination

24.2.2.1 Upon the occurrence at District's sole determination of any of the above conditions, District may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of District's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) days after the service of the notice, any and all condition(s) shall cease, and any and all violation(s) shall cease, or arrangement satisfactory to District for the correction of the condition(s) and/or violation(s) be made, this Contract and/or the Contractor's right to perform the Work of the Contract shall cease and terminate. Upon termination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.2.2.2 Upon termination, District may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.2.2.2.1 Within three (3) days after service upon it of the notice of tender, gives District written notice of Surety's intention to take over and perform this Contract; and

24.2.2.2.2 Commences performance of this Contract within three (3) days from date of serving of its notice to District.

24.2.2.3 Surety shall not utilize Contractor in completing the Project if the District notifies Surety of the District's objection to Contractor's further participation in the completion of the Project. Surety expressly agrees that any contractor which Surety proposes to fulfill Surety's obligations is subject to District's approval. District's approval shall not be unreasonably withheld, conditioned or delayed.

24.2.2.4 If Surety fails to notify District or begin performance as indicated herein, District may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to District for any excess cost or other damages the District incurs thereby. Time is of the essence in this Contract. If the District takes over the Work as herein provided, District may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.3 Termination of Contractor for Convenience

24.3.1 District in its sole discretion may terminate the Contract in whole or in part upon three (3) days' written notice to the Contractor.

24.3.2 Upon notice, Contractor shall:

24.3.2.1 Cease operations as directed by the District in the notice;

24.3.2.2 Take necessary actions for the protection and preservation of the Work as soon as possible; and

24.3.2.3 Terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

24.3.3 Within 30 days of the notice, Contractor submit to the District a payment application for the actual cost for labor, materials, and services performed, including all Contractor's and Subcontractor(s)' mobilization and/or demobilization costs, that is unpaid. Contractor shall have no claims against the District except for the actual cost for labor, materials, and services performed that adequately documented through timesheets, invoices, receipts, or otherwise. District shall pay all undisputed invoice(s) for work performed until the notice of termination.

24.3.4 Under a termination for convenience, the District retains the right to all the options available to the District if there is a termination for cause.

24.4 Effect of Termination

24.4.1 Contractor shall, only if ordered to do so by the District, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The District retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the Performance Bond for all damages caused to the District by reason of the Contractor's failure to complete the Contract.

24.4.2 In the event that the District shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the District shall not be liable nor account to the Contractor in any way for the time within which, or the manner in which, the Work is performed by the District or for any changes the

District may make in the Work or for the money expended by the District in satisfying claims and/or suits and/or other obligations in connection with the Work.

24.4.3 In the event termination for cause is determined to have not been for cause, the termination shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

24.4.4 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor or any impact or impairment of Contractor's bonding capacity.

24.4.5 If the expense to the District to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay difference to District within twenty-one (21) days of District's request.

24.4.6 The District shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the District, no Subcontractor shall have any claim against the District or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The District or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the District so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the District may require, for the purpose of fully vesting in the District the rights and benefits of its Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the District for expenses and damages suffered by the District as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

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

24.5 Emergency Termination of Public Contracts Act of 1949

24.5.1 This Contract is subject to termination as provided by sections 4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.5.1.1 Section 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.5.1.2 Section 4411 of the Government Code states:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.5.2 Compensation to the Contractor shall be determined at the sole discretion of District on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the District's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The District, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

24.6 **Suspension of Work**

24.6.1 District in its sole discretion may suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine upon three (3) days written notice to the Contractor.

24.6.1.1 An adjustment may be made for changes in the cost of performance of the Work caused by any such suspension, delay or interruption. No adjustment shall be made to the extent:

24.6.1.1.1 That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or

24.6.1.1.2 That an equitable adjustment is made or denied under another provision of the Contract; or

24.6.1.1.3 That the suspension of Work was the direct or indirect result of Contractor's failure to perform any of its obligations hereunder.

24.6.1.2 Any adjustments in cost of performance may have a fixed or percentage fee as provided in the section on Format for Proposed Change Order herein. This amount shall be full compensation for all Contractor's and its Subcontractor(s)' changes in the cost of performance of the Contract caused by any such suspension, delay or interruption.

25. CLAIMS PROCESS

25.1 Obligation to File Claims for Disputed Work

25.1.1 Should Contractor otherwise seek extra time or compensation for any reason whatsoever ("Disputed Work"), then Contractor shall first follow procedures set forth in the Contract Documents including, without limitation, Articles 15, 16 and 17, all of which are conditions precedent to submitting a Claim pursuant to Article 25. A Notice of Delay or Proposed Change Order are less formal procedures that proceed the formal claim and do not constitute a Claim. A Claim also does not include correspondence, RFIs, vouchers, invoices, progress payment applications, or other routine or authorized form of requests for progress payments in compliance

with the Contract. If a dispute remains, then Contractor shall give written notice to District that expressly invokes this Article 25 within the time limits set forth herein.

25.1.2 Contractor's sole and exclusive remedy for Disputed Work is to file a written claim setting forth Contractor's position as required herein within the time limits set forth herein.

25.2 Duty to Perform during Claim Process

Contractor and its subcontractors shall continue to perform its Work under the Contract including the disputed work, and shall not cause a delay of the Work during any dispute, claim, negotiation, mediation, or arbitration proceeding, except by written agreement by the District.

25.3 Definition of Claim

25.3.1 Pursuant to Public Contract Code section 9204, the term "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

25.3.1.1 A time extension, including without limitation, for relief of damages or penalties for delay assessed by the District under the Contract;

25.3.1.2 Payment by the District of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which Contractor is not otherwise entitled to; or

25.3.1.3 An amount of payment disputed by the District.

25.4 Claims Presentation

25.4.1 Form and Contents of Claim

25.4.1.1 If Contractor intends to submit a Claim for an increase in the Contract Price and/or Contract Time for any reason including, without limitation, the acts of District or its agents, Contractor shall, within thirty (30) days after the event giving rise to the Claim, give notice of the Claim ("Notice of Potential Claim") in writing specifically identifying Contractor is invoking this Article 25 Claims Presentation. The Notice of Potential Claim shall provide Contractor's preliminary request for an adjustment to the Contract Price and/or Contract Time, with a description of the grounds therefore.

25.4.1.2 Within thirty (30) days after serving the written Notice of Potential Claim, Contractor shall provide a Claim including an itemized statement of the details and amounts of its Claim for any increase in the Contract Price of Contract Time as provided below, including a Time Impact Analysis and any and all other documentation substantiating Contractor's claimed damages:

25.4.1.2.1 The issues, events, conditions, circumstances and/or causes giving rise to the dispute, and shall show, in detail, the cause and effect of same;

25.4.1.2.2 Citation to provisions in the Contract Documents, statute sections, and/or case law entitling Contractor to an increase in the Contract Price or Contract Time;

25.4.1.2.3 The pertinent dates and/or durations and actual and/or anticipated effects on the Contract Price, Contract Schedule milestones and/or Contract Time adjustments;

25.4.1.2.4 The Time Impact Analysis of all time delays that shows actual time impact on the critical path; and

25.4.1.2.5 The line-item costs for labor, material, and/or equipment, if applicable, for all cost impacts priced like a change order according to Article 17 and must be updated monthly as to cost and entitlement if a continuing claim.

25.4.1.3 The Claim shall include the following certification by the Contractor:

25.4.1.3.1 The undersigned Contractor certifies under penalty of perjury that the attached dispute is made in good faith; that the supporting data is accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the adjustment for which Contractor believes the District is liable; and that I am duly authorized to certify the dispute on behalf of the Contractor.

25.4.1.3.2 Furthermore, Contractor understands that the value of the attached dispute expressly includes any and all of the Contractor's costs and expenses, direct and indirect, resulting from the Work performed on the Project, additional time required on the Project and/or resulting from delay to the Project including, without limitation, cumulative impacts. Contractor may not separately recover for overhead or other indirect costs. Any costs, expenses, damages, or time extensions not included are deemed waived.

25.4.2 Contractor shall bear all costs incurred in the preparation and submission of a Claim.

25.4.3 Failure to timely submit a Claim and the requisite supporting documentation shall constitute a waiver of Contractor's claim(s) against the District and Contractor's Claim(s) for compensation or an extension of time shall be deemed waived, released, and discharged as to any entitlement for adjustment to Contract Price and/or Contract Time.

25.5 Claim Resolution pursuant to Public Contract Code section 9204

Contractor may request to waive the claims procedure under Public Contract Code section 9204 and proceed directly to the commencement of a civil action or binding arbitration. If Contractor chooses to proceed, Contractor shall comply with the following steps:

25.5.1 STEP 1:

25.5.1.1 Upon receipt of a Claim by registered or certified mail, return receipt requested, including the documents necessary to substantiate it, the District shall

conduct a reasonable review of the Claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Upon receipt of a Claim, the District and Contractor may, by mutual agreement, extend the time period to provide a written statement. If the District needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of Claim sent by registered mail or certified mail, return receipt requested, the District shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide Contractor a written statement identifying the disputed portion and the undisputed portion.

25.5.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.1.2 Upon receipt of a Claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable. In this instance, District and Contractor must comply with the sections below regarding Public Contract Code section 20104 et seq. and Government Code Claim Act Claims.

25.5.1.3 If the District fails to issue a written statement, or to otherwise meet the time requirements of this section, this shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of the District's failure to have responded to a Claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of Contractor.

25.5.2 STEP 2:

25.5.2.1 If Contractor disputes the District's written response, or if the District fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the District shall schedule a meet and confer conference within 30 days for settlement of the dispute. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the District shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.5.2.1.1.1 Any payment due on an undisputed portion of the Claim shall be processed and made within 60 days after the District issues its written statement. Amounts not paid in a timely manner as required by this section shall bear interest at seven percent (7%) per annum.

25.5.3 STEP 3:

25.5.3.1 Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with the District and Contractor sharing the associated costs equally. The District and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

25.5.3.1.1 For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

25.5.3.2 Unless otherwise agreed to by the District and Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code section 20104.4 to mediate after litigation has been commenced.

25.5.4 STEP 4:

25.5.4.1 If mediation under this section does not resolve the parties' dispute, the District may, but does not require arbitration of disputes under private arbitration or the Public Works Contract Arbitration Program.

25.6 Subcontractor Pass-Through Claims

25.6.1 If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a District because privity of contract does not exist, the contractor may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that Contractor present a Claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim.

25.6.2 Within 45 days of receipt of this written request from a subcontractor, Contractor shall notify the subcontractor in writing as to whether the Contractor presented the Claim to the District and, if Contractor did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

25.6.3 The Contractor shall bind all its Subcontractors to the provisions of this section and will hold the District harmless against Claims by Subcontractors.

25.7 Government Code Claim Act Claim

25.7.1 If a claim, or any portion thereof, remains in dispute upon satisfaction of all applicable Claim Resolution requirements the Contractor shall comply with all

claims presentation requirements as provided in Chapter 1 (commencing with section 900) and Chapter 2 (commencing with section 910) of Part 3 of Division 3.6 of Title 1 of Government Code as a condition precedent to the Contractor's right to bring a civil action against the District.

25.7.2 Contractor shall bear all costs incurred in the preparation, submission and administration of a Claim. Any claims presented in accordance with the Government Code must affirmatively indicate Contractor's prior compliance with the claims procedure herein of the claims asserted.

25.7.3 For purposes of those provisions, the running of the time within which a claim pursuant to Public Contract Code section 20104.2 only must be presented to the District shall be tolled from the time the claimant submits his or her written claim pursuant to subdivision (a) until the time that claim is denied as a result of the meet and confer process, including any period of time utilized by the meet and confer process.

25.8 Claim Resolution pursuant to Public Contract Code section 20104 et seq.

25.8.1 In the event of a disagreement between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve all claims of three hundred seventy-five thousand dollars (\$375,000) or less which arise between Contractor and District by those procedures set forth in Public Contract Code section 20104, et seq., to the extent applicable.

25.8.1.1 Contractor shall file with the District any written Claim, including the documents necessary to substantiate it, upon the application for final payment.

25.8.1.2 For claims of less than fifty thousand dollars (\$50,000), the District shall respond in writing within forty-five (45) days of receipt of the Claim or may request in writing within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.2.1 If additional information is required, it shall be requested and provided by mutual agreement of the parties.

25.8.1.2.2 District's written response to the documented Claim shall be submitted to the Contractor within fifteen (15) days after receipt of the further documentation or within a period of time no greater than that taken by the Contractor to produce the additional information, whichever is greater.

25.8.1.3 For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the District shall respond in writing to all written Claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the Claim any additional documentation supporting the Claim or relating to defenses or claims the District may have against the Contractor.

25.8.1.3.1 If additional information is required, it shall be requested and provided upon mutual agreement of the District and the Contractor.

25.8.1.3.2 The District's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor to produce the additional information or requested documentation, whichever is greater.

25.8.1.4 If Contractor disputes the District's written response, or the District fails to respond within the time prescribed, Contractor may so notify the District, in writing, either within fifteen (15) days of receipt of the District's response or within fifteen (15) days of the District's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the District shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.8.1.5 Following the meet and confer conference, if the Claim or any portion of it remains in dispute, the Contractor may file a claim as provided in Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions the running of the time within which a claim must be filed shall be tolled from the time the Contractor submits its written Claim until the time the Claim is denied, including any period of time utilized by the meet and confer process.

25.8.1.6 For any civil action filed to resolve claims filed pursuant to this section, within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both parties. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

25.8.1.7 If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.8.1.8 The District shall not fail to pay money as to any portion of a Claim which is undisputed except as otherwise provided in the Contract Documents. In any suit filed pursuant to this section, the District shall pay interest due at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.8.2 Contractor shall bind its Subcontractors to the provisions of this Section and will hold the District harmless against disputes by Subcontractors.

25.9 Claim Procedure Compliance

25.9.1 Failure to submit and administer claims as required in Article 25 shall waive Contractor's right to claim on any specific issues not included in a timely submitted claim. Claim(s) not raised in a timely protest and timely claim submitted under this Article 25 may not be asserted in any subsequent litigation, Government Code Claim, or legal action.

25.9.2 District shall not be deemed to waive any provision under this Article 25, if at District's sole discretion, a claim is administered in a manner not in accord with this Article 25. Waivers or modifications of this Article 25 may only be made by a signed change order approved as to form by legal counsel for both District and Contractor; oral or implied modifications shall be ineffective.

25.10 Claim Resolution Non-Applicability

25.10.1 The procedures for dispute and claim resolutions set forth in this Article shall not apply to the following:

25.10.1.1 Personal injury, wrongful death or property damage claims;

25.10.1.2 Latent defect or breach of warranty or guarantee to repair;

25.10.1.3 Stop payment notices;

25.10.1.4 District's rights set forth in the Article on Suspension and Termination;

25.10.1.5 Disputes arising out of labor compliance enforcement by the Department of Industrial Relations; or

25.10.1.6 District rights and obligations as a public entity set forth in applicable statutes; provided, however, that penalties imposed against a public entity by statutes, including, but not limited to, Public Contract Code sections 20104.50 and 7107, shall be subject to the Claim Resolution requirements provided in this Article.

25.11 Attorney's Fees

25.11.1 Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs, and attorney's fees.

26. STATE LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Labor Compliance and Enforcement

Since this Project is subject to labor compliance and enforcement by the Department of Industrial Relations ("DIR"), Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, including, without limitation, the requirement that the Contractor and all Subcontractors shall timely furnish complete and accurate electronic certified

payroll records directly to the DIR. The District may not issue payment if this requirement is not met.

26.2 Wage Rates, Travel, and Subsistence

26.2.1 Pursuant to the provisions of Article 2 (commencing at section 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed to execute this Contract are on file at the District's principal office and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.2.2 Holiday and overtime work, when permitted by law, shall be paid for at the general prevailing rate of per diem wages for holiday and overtime work on file with the Director of the Department of Industrial Relations, unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the District, but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code.

26.2.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.2.4 If during the period this bid is required to remain open, the Director of the Department of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Bidders or the Contract subsequently awarded.

26.2.5 Pursuant to Labor Code section 1775, Contractor shall, as a penalty to District, forfeit the statutory amount (believed by the District to be currently up to two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the District and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing wage rate shall be paid to each worker by Contractor.

26.2.6 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.2.7 Pursuant to Labor Code section 1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time,

subsistence pay, and apprenticeship or other training programs authorized by Labor Code section 3093, and similar purposes.

26.2.8 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.3 Hours of Work

26.3.1 As provided in article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.3.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of District and to the Division of Labor Standards Enforcement of the DIR.

26.3.3 Pursuant to Labor Code section 1813, Contractor shall as a penalty to the District forfeit the statutory amount (believed by the District to be currently twenty-five dollars (\$25)) for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of article 3 (commencing at section 1810), chapter 1, part 7, division 2, of the Labor Code.

26.3.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the District.

26.4 Payroll Records

26.4.1 Contractor shall upload, and shall cause each Subcontractor performing any portion of the Work under this Contract to upload, an accurate and complete certified payroll record ("CPR") electronically using DIR's eCPR System by uploading the CPRs by electronic XML file or entering each record manually using the DIR's iform (or current form) online on no less than every 14 days while Work is being performed and within 30 days after the final day of Work performed on the Project and within ten (10) days of any request by the District or Labor Commissioner at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> or current application and URL, showing the name, address, social security number, work

classification, straight-time, and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or each Subcontractor in connection with the Work.

26.4.1.1 The CPRs enumerated hereunder shall be filed directly with the DIR on a weekly basis or to the requesting party, whether the District or DIR, within ten (10) days after receipt of each written request. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. District may not make any payment to Contractor until:

26.4.1.1.1 Contractor and/or its Subcontractor(s) provide CPRs acceptable to the DIR; and

26.4.1.1.2 Any delay in Contractor and/or its Subcontractor(s) providing CPRs to the DIR in a timely manner may directly delay Contractor's payment.

26.4.2 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.4.2.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or his/her authorized representative on request.

26.4.2.2 CPRs shall be made available for inspection or furnished upon request to a representative of District, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the DIR.

26.4.2.3 CPRs shall be made available upon request by the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through the District, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided pursuant to the provisions herein, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.4.3 Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by District, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.4.4 Contractor shall inform District of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.4.5 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall,

as a penalty to District, forfeit up to one hundred dollars (\$100) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Labor Commissioner, these penalties shall be withheld from progress payments then due.

26.4.6 [RESERVED]

26.5 [RESERVED]

26.6 Apprentices

26.6.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than, or a number of working days greater than that specified in Labor Code section 1777.5, then this Contract is governed by the provisions of Labor Code Section 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code section 1777.5 for all apprenticeship occupations.

26.6.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code section 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.6.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which she/he is registered.

26.6.4 Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under chapter 4 (commencing at section 3070), division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

26.6.5 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.6.6 Pursuant to Labor Code section 1777.5, if that section applies to this Contract as indicated above, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.6.7 If Contractor or Subcontractor willfully fails to comply with Labor Code section 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.6.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.6.7.2 Forfeit as a penalty to District the full amount as stated in Labor Code section 1777.7. Interpretation and enforcement of these provisions shall be in

accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.6.8 Contractor and all Subcontractors shall comply with Labor Code section 1777.6, which section forbids certain discriminatory practices in the employment of apprentices.

26.6.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to sections 1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, section 200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, 9th floor, San Francisco, California 94102.

26.7 Non-Discrimination

26.7.1 Contractor herein agrees to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of division 3 of the California Government Code, commencing at section 12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246; and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.7.2 Special requirements for Federally Assisted Construction Contracts: During the performance of this Contract, Contractor agrees to incorporate in all subcontracts the provisions set forth in Chapter 60-1.4(b) of Title 41 published in Volume 33 No. 104 of the Federal Register dated May 28, 1968.

26.8 Labor First Aid

Contractor shall maintain emergency first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.) and the California Occupational Safety and Health Act of 1973 (Lab. Code, § 6300 et seq.; 8 Cal. Code of Regs., § 330 et seq.).

27. [RESERVED]

28. MISCELLANEOUS

28.1 Assignment of Antitrust Actions

28.1.1 Section 7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, which assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

28.1.2 Section 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder.

28.1.3 Section 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

28.1.4 Section 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

28.1.5 Under this Article, "public purchasing body" is District and "bidder" is Contractor.

28.2 **Excise Taxes**

If, under Federal Excise Tax Law, any transaction hereunder constitutes a sale on which a Federal Excise Tax is imposed and the sale is exempt from such Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, District, upon request, will execute documents necessary to show (1) that District is a political subdivision of the State for the purposes of such exemption, and (2) that the sale is for the exclusive use of District. No Federal Excise Tax for such materials shall be included in any Contract Price.

28.3 **Taxes**

Contract Price is to include any and all applicable sales taxes or other taxes that may be due in accordance with section 7051 et seq. of the Revenue and Taxation Code, Regulation 1521 of the State Board of Equalization or any other tax code that may be applicable.

28.4 **Shipments**

Contractor is responsible for any or all damage or loss to shipments until delivered and accepted on Site, as indicated in the Contract Documents. There must be no charge for

containers, packing, unpacking, drayage, or insurance. The total Contract Price shall be all inclusive (including sales tax) and no additional costs of any type will be considered.

28.5 Compliance with Government Reporting Requirements

If this Contract is subject to federal or other governmental reporting requirements because of federal or other governmental financing in whole or in part for the Project of which it is part, or for any other reason, Contactor shall comply with those reporting requirements at the request of the District at no additional cost.

END OF DOCUMENT

SECTION 075720 - POLYURETHANE FOAM ROOFING

07/25/13

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes, but not limited to, polyurethane foam roofing systems.
 - 1. Repair of existing foam roof.
 - 2. Patching of existing foam roof from new roof penetrations and related work.
- B. Types of coatings specified in this Section include the following:
 - 1. Fibered elastomeric.

1.3 SYSTEM PERFORMANCE

- A. General: Provide coating material products that have been produced and installed to establish and maintain continuous surface protection of roofing systems.

1.4 SUBMITTALS

- A. General: Submit the following according to Conditions of Contract and Division 1 Specifications Sections.
- B. Product data and general recommendations from coating materials manufacturer for types of coatings required.
 - 1. Certification by coating materials manufacturer that products supplied comply with local VOC regulations.
- C. Samples of coating and auxiliary materials mounted on plywood.
- D. Similar jobs: The installer and manufacturer shall submit a list of five (5) similar-sized projects which the Contractor has completed over the past five (5) years.

1.5 QUALITY ASSURANCE

- A. Manufacturer's Qualifications: Obtain primary coating materials of each type required from a single manufacturer to the greatest extent possible. Provide secondary materials only as recommended by manufacturer of primary materials.
 - 1. The manufacturer of coating shall maintain a minimum of \$5,000,000 of product liability insurance on a continuing basis.
 - 2. The manufacturer shall have a minimum of 1,000,000 square feet of successful roofing

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- installed in California.
3. The manufacturer of the coating shall have been in the roof coating manufacturing business for a minimum of ten (10) years.
- B. Installer: A firm with coating projects similar to requirements for this Project with satisfactory in-service performance and which is acceptable to primary coating materials manufacturer.
1. Roofing applicator must exhibit 5 years and a minimum of 500,000 sq. ft. experience with the selected roofing system, with projects of a similar scope and nature.
 2. The roofing applicator shall perform the work of this section. Subcontracting installation of the acrylic coating/polyurethane foam is not allowed.
 3. Inspections: Completed roofing application will be inspected by an independent third party firm designated by the warranty provider.
- C. Pre-installation Conference: Prior to installing coating and associated work, meet at Project site with Installer of each component of associated work, inspection and testing agency representatives (if any), and installers of work requiring coordination with coating work. Review material selections and procedures to be followed in performing work. Notify Architect at least 7 days before conducting meeting.

1.6 PROJECT CONDITIONS

- A. Substrate: Proceed with work after substrate construction, openings, and penetrating work have been completed and areas are free of standing or running water, ice, and frost. Verify that roofing is dry, smooth, and free from sharp or ragged out-angles, honeycombing, rock pockets, depressions, and projections.
- B. Weather: Proceed with coating and associated work only when existing and forecasted weather conditions will permit work to be performed in accordance with manufacturers' recommendations and warranty requirements.

1.7 WARRANTY

- A. Warranty: Submit a written warranty executed by the manufacturer, agreeing to repair or replace coating that fails in materials or workmanship within specified warranty period, with no proration and no cap for repairs. Warranty to include both labor (installation water tightness) and materials (SPF, elastomeric coating, flashing material).
1. Warranty Period (Full System): Ten (10) years from date of Notice of Completion against peeling, cracking and eroding.
- B. The warranty shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and will be in addition to and run concurrent with other warranties made by the Contractor under requirements of the Contract Documents.

PART 2 - PRODUCTS

2.1 ACCEPTABLE MANUFACTURERS

- A. Available manufacturers: This specification is based on using the manufacturer below as a standard. Other manufacturers will be considered when submitted for review prior to bidding. Manufacturers are subject to compliance with requirements, products that may be incorporated in the Work include, but are not limited to, the following:

1. Skytite C3 with Skytite A-1000 Acrylic Roof Coating by BASF (ICC 2298).

2.2 MATERIALS

- A. The coating material and the SPF insulation must be supplied by one manufacturer such as BASF Corporation.
- B. Substrate Primer
1. Freshly scarfed/planed SPF will require a primer, it shall not be left exposed longer than the manufacturer's recommendations. For B.U.R., concrete, wood, brick, metal (ferrous, not rusted), and most 'painted' metal - the primer must be approved by BASF Corporation, such as a water-based epoxy primer, BASF SKYTITE 1800 Primer.
 2. For non-ferrous metals (cleaned aluminum, galvanized copper, etc) - a primer shall be required, which is approved by BASF Corporation.
 3. Cut-back asphalt primers are not permitted.
- C. Physical property requirements are as follows, for acceptable insulation products with Zero-Ozone Depleting Potential, such as BASF SKYTITE C series - 2.8

Property	Value	Test Method
Density, sprayed-in-place, pcf, min.	2.7 – 2.9	ASTM D 1622
Compressive strength, psi, min.	45	ASTM D1621
Closed-cell content, percent, min.	>90	ASTM D 2856
K-factor, aged, max	0.158	ASTM C 518
Dimensional Stability, 28 days, Percent volume change, max.	+0.69	ASTM D 2126

D. Acrylic Coating

1. The acrylic roofing membrane shall consist of a minimum two coats of an elastomeric, liquid applied material, domestically engineered and produced. The two coats shall be of contrasting colors.
2. The minimum thickness shall be 30 dry mils
 - a. The acrylic coating will be a product proven through actual roof performance for a period equal to, or longer than the term of the requested warranty.
 - b. The manufacturer shall have an established program to rapidly respond to any required warranty repair, if the original applicator is unable to perform standard repairs.

- c. The BASF SKYTITE A-1000 acrylic coating should have the following minimum properties:

<u>Property</u>	<u>Value</u>	<u>Test Method</u>
As Supplied:		
Solids Content		
by weight, percent	66	ASTM D 4209
by volume, percent	54	ASTM D 5201
Weight (lbs) per gallon	11.7-11.9	ASTM D 1475
Volatile Organic Content (VOC), (g/l) 24	<50	EPA Method
As Cured:		
Durometer Hardness, Shore A, points	55-60	ASTM D 2240
Tensile Strength, die C, psi	280 (+/-20)	ASTM D 2370
Elongation, percent	270 (+/-20)	ASTM D 2370
Permeability, perms	6.0	ASTM E 96
Water Absorption, %	<20	ASTM D 471
Weathering, QUV, 3,000 hours	No checking or cracking	ASTM G 53
Fungi Resistance	0 rating	ASTM G 21

E. Granules

- Granules shall be number 11 screen size, ceramic-coated roofing granules as manufactured by the Industrial Products Division of 3M Company or equal, color to best match topcoat.
- Quartz or silica aggregate such as U. S. Silica Company's #2 unground silica, this product will have natural color variations, color should be selected to match topcoat.

F. Sealant

- Sealant shall be a pigmented Urethane sealant such as BASF Sonolastic® NP 1™ Sealant. The color of this sealant, if exposed, shall closely match that of the topcoat. Non-pigmented or clear silicone sealants shall not be used.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Verify that all surfaces to receive polyurethane foam insulation are clean, dry and free of dust, dirt, debris, oil, solvents and all materials that may adversely affect the adhesion of the polyurethane foam.

- B. Verify that all roof penetrations and flashings are properly installed and secured. The metal roof deck shall be securely fastened, the existing fasteners may need to be tightened and/or new fasteners shall be required.
- C. Do not begin applying polyurethane foam insulation until substrate and environmental conditions are satisfactory.
- D. An infrared scan must be performed and documented prior to any roofing work, to determine if there is any moisture trapped within the existing roof system. All wet materials must be removed and replaced with like type materials.
- E. Prior to polyurethane foam application, inspect and confirm existing edge attachment follows IBC Chapter 15, 1504.5 Edge securement of low-slope roofs.
- F. Ensure that all edge metal details are brought to current SPFA industry standards by confirming a v-groove and sealant is installed.
- G. Identify the air intakes and HVAC units with a knowledgeable building representative. HVAC units and intake in the immediate area or downwind of area must be shut off and sealed by masking to prevent coating fumes from entering the building. The building areas may need to be vacated until all fumes have dissipated.

3.2 MATERIALS, DELIVERY AND STORAGE

- A. Deliver materials to the site in their original, tightly sealed containers, all clearly labeled with manufacturer's name, product identification and lot number.
- B. Safely store materials in their original containers out of the weather and where the temperatures are between 50°F and 80°F.
- C. All materials shall be stored in compliance with applicable fire and safety requirements.
- D. Protect materials from damage during transit, handling, storage and installation. Applicator shall provide secure site storage trailers.
- E. Inspection and inventory of all materials shall be made at the time of delivery. List and report any shortages or damages immediately.

3.3 SURFACE PREPARATION

- A. Wood Surfaces
 - 1. Plywood shall be exterior grade, designed for roof deck use, not less than ½ inch thick, fastened firmly in place. Attachment must meet building code requirements for resistance to wind uplift. Consult deck manufacturer or the *APA – the Engineered Wood Association* for installation guidelines.
 - 2. The plywood shall contain no more than 18 percent moisture by weight.
 - 3. All untreated and unpainted surfaces shall be primed with an appropriate, approved primer to minimize moisture absorption and aid in the polyurethane foam adhesion.
 - 4. Tongue-and-groove sheathing and planking decks shall be overlaid with a minimum of ¼-inch exterior grade plywood, insulation board or a base sheet securely attached to meet building code requirements.
 - 5. Any joints greater than ¼ inch shall be caulked or taped prior to the polyurethane foam application.

6. Remove all loose dirt, dust and debris using air, a hand or power broom and/or a vacuum. Power washing is not recommended as it may introduce water into the substrate. Oil, grease and other contaminants must be removed using appropriate cleaning solution. Severely contaminated wood substrates shall be removed and replaced.
7. Prime the clean, dry wood surfaces with SKYTITE 1800 or 1601 Black primer at the rate of ½ gallons per 100 square feet.
8. Ensure all surfaces are clean and dry prior to polyurethane foam application.

B. Other Surfaces

1. Contact BASF's Technical Services or Roof Consultants Institute (RCI) roof design professionals for recommendations on surface preparations on other surfaces to receive a BASF Urethane Roof System. Contact BASF technical department for recommendations at (800) 706-0712, or spinfo@basf.com.

3.4 APPLICATION OF POLYURETHANE FOAM

A. Inspection

1. Prior to polyurethane foam application, inspect the substrate surface to ensure preparations required in Section 3.2 Surface Preparation insert have been met.
2. Polyurethane foam shall not be applied unless the environmental requirements of Section 3.3 Materials, Delivery and Storage are met.

B. Application

1. All objects that require protection from overspray shall be protected; all mobile objects shall be moved to an acceptable area. All intake air vents shall be turned off and covered or ducted and filtered in a manner to ensure clean intake air.
2. Apply the polyurethane foam in strict accordance with the polyurethane foam manufacturer's specifications and application instructions, using spray equipment recommended by the SPF manufacturer or SPFA Equipment Guidelines. The field of the roof shall be applied, as practical, by a robotic SPF application device. The robotic method shall improve consistency, slope-to-drain, and visual appearance.
3. Polyurethane foam shall be applied in a minimum of ½-inch thick passes. The maximum thickness of the polyurethane foam per lift shall be a maximum of 1½ inches. The spray foam shall be installed in a manner to aid in roof drainage. Thin top passes of foam are to be avoided except where necessary to feather in the foam or create a taper.
4. Apply the full thickness of 2" (or more if required) of polyurethane foam in any area on the same day using adequate cool down between lifts. If full thickness is not completed on same day the exposed foam surface shall be primed using BASF Spraycoat 1800 prior to the application of additional polyurethane foam.
5. Polyurethane foam shall be applied to ensure positive drainage, resulting in no ponding water. Ponding water is defined as "an area of 100 square feet or more which holds in excess of ½ inch of water as measured 24 hours after rainfall." Smaller areas that dry under normal drying conditions will be acceptable following industry practices.

6. The polyurethane foam shall be terminated neatly a minimum of 4 inches above the finished roof surface at roof penetrations. Sprayed-in-place cants shall be applied to allow a smooth transition from the horizontal to vertical surface.
7. The finished polyurethane foam surface texture shall be “smooth to orange-peel”, free of voids, pinholes and depressions. “Verge of popcorn” texture is acceptable if it can be thoroughly and completely coated. Popcorn and tree bark textures are not acceptable. Unacceptable SPF textures shall be removed and re-sprayed prior to the coating application.

3.4 BASF SKYTITE A-1000 Series Acrylic Roof Coating Application

A. Inspection

1. Prior to the application of acrylic coating, inspect the polyurethane foam surface to ensure the conditions of Section 3.4 Application of Polyurethane Foam have been met.
2. The polyurethane foam surface shall be free of moisture, dust, dirt, debris and other contaminants that would impair the adhesion of the acrylic coating.
3. If more than 24 hours elapse between the polyurethane foam application and the start of the acrylic coating application, thoroughly inspect the polyurethane foam surface for UV degradation and oxidation. Call BASF technical department for procedures to proceed, if UV degradation has affected the SPF.
4. Make sure all environmental conditions of Section 3.3 Materials, Delivery and Storage are met

B. Application

1. The acrylic base coat shall be applied on the same day as the polyurethane foam application, after the polyurethane foam has been allowed to cure a minimum of one hour. Apply the base coat in a uniform application to achieve a finished dry film thickness of approximately 1/3 the total thickness required for the roof.
2. The base coat shall not be subjected to foot traffic or otherwise disturbed until it is tack-free or cured. After it has cured, inspect the coating for pinholes, cracks, thin areas or other defects. All defects observed shall be caulked with acrylic sealant and/or roller coated with additional base coat prior to applying subsequent coats of acrylic.
3. The base coat and sealant must be cured, clean and free of all moisture prior to application of topcoat.
4. Apply an intermediate coat in a uniform application to achieve a finished dry film thickness of approximately 2/3 the total thickness required for the roof and let cure adequately.
5. Apply the topcoat in a uniform application to achieve the total thickness required for the roof a minimum total finished dry film thickness of the base coat, intermediate and topcoat of **30** mils. It is the applicator's responsibility to ensure the minimum total dry film thickness specified is achieved throughout the entire roof area regardless of the quantity of acrylic coating required.
6. The BASF SKYTITE A-1001 Series Acrylic Roof Coating shall be applied a minimum of 2 inches beyond all the terminated edges of the polyurethane foam. These terminations should be masked to provide a straight edge, neat, finished appearance.
7. Allow the topcoat to cure and inspect the finished coating surface for pinholes, cracks, thin areas, or other defects. Repair any defects observed with Urethane sealant and/or additional acrylic coating material.

3.5 GRANULE APPLICATION

A. Application

1. Apply roofing granules embedded in the additional wet topcoat or finish coat of acrylic. A minimum of 10 dry mils of acrylic coating is required to hold the granules after drying occurs.
2. Apply the roofing granules, using suitable compressed air equipment, uniformly at a rate of approximately 40 pounds per 100 square feet of roof area.
3. Apply the roofing granules immediately after the additional coating application to obtain maximum wet-out and embedment.
4. After the coating has fully cured, excessive, loose granules shall be removed using a soft-bristled broom to prevent blocking drains, scuppers, or gutters.
5. Bare spots in the granulated surface shall be filled in by applying additional coating and granules in these areas.

3.6 WARRANTY AND CERTIFICATION

- A. The manufacturer shall issue a five (10) year non-depreciating coatings only re-coat warranty covering leakage. The manufacturer will provide the materials and the Contractor will provide the labor for all necessary repairs during the warranty period.

3.7 Field Quality Control

- A. The independent inspector shall instruct the contractor to repair any deficient roof areas, such as: ponding, wet insulation, deck problems, required new drains, etc.
- B. Core samples of the acrylic roof system will be secured at completion by an independent licensed inspection firm at a rate of one core per 10,000 square feet, with a minimum of 2 cores per roof, to test for SPF thickness, compressive strength, density and adhesion. Additionally, slit samples will be taken at a rate of 3 per 10,000 square feet, with a minimum of 6 per roof, to test the coating thickness and coating adhesion. Sampled areas will be repaired using acrylic sealant and replacement SPF cores.
- C. Applicator's quality control during application shall consist of the following, as a minimum:
1. If specified, the primer application rate shall be verified by a wet mil gauge test onto a metal test panel.
 2. Insulation thickness shall be verified with a probe at frequent and random locations.
 3. During and after the coating application process, the applicator shall remove slits to examine adhesion of the coating to the insulation and the dry film thickness of each coat.
 4. All applicators will have completed basic foam and materials course before application of materials.

3.8 INSPECTION

- A. A representative from the coating manufacturer shall inspect the roof after completion to assure that the detail work at the protrusions, drains, parapets and edges has been completed in conformance with good practice. The Inspector shall also check the thickness of the coating with an optical comparator.

3.9 CLEANING

- A. General: After completion, remove any masking materials and stains from exposed surfaces caused by coating installation.

3.10 PROTECTION

- A. General: Protect completed coating during installation of other materials or processes over coating and throughout remainder of construction period.

END OF SECTION 075710

SECTION 096516 - RESILIENT SHEET FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes, but not limited to the following:
 - 1. Sheet vinyl flooring
 - 2. Cove sheet vinyl base.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Initial Selection: For each type of resilient sheet flooring indicated. Submit full range of colors and patterns available.
- C. Welded-Seam Samples: For seamless-installation technique indicated and for each resilient sheet flooring product, color, and pattern required; with seam running lengthwise and in center of **6-by-9-inch**. Sample applied to a rigid backing and prepared by Installer for this Project.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For each type of resilient sheet flooring to include in maintenance manuals.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: A qualified installer who employs workers for this Project who are competent in techniques required by manufacturer for resilient sheet flooring installation and seaming method indicated.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient sheet flooring and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within range recommended by manufacturer, but not less than **50 deg F** or more than **90 deg F**. Store rolls upright.

1.7 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F (21 deg C) or more than 85 deg F (29 deg C) in spaces to receive resilient sheet flooring during the following time periods:
 - 1. 48 hours before installation.
 - 2. During installation.
 - 3. 48 hours after installation.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics: For resilient sheet flooring, as determined by testing identical products according to ASTM E 648 or NFPA 253 by a qualified testing agency.
 - 1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq. cm.
- B. FloorScore Compliance: Resilient sheet flooring shall comply with requirements of FloorScore certification.
- C. Low-Emitting Materials: Flooring system shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."

2.2 UNBACKED VINYL SHEET FLOORING

- A. Manufacturers: Subject to compliance with requirements, [provide products by the following] [provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:
 - 1. Mannington Commercial "BioSpec MP"
- B. Product Standard: ASTM F 1913.
- C. Sheet Width: 6 feet.
- D. Seamless-Installation Method: Heat welded.
- E. Colors and Patterns: As selected by Architect from full range of industry colors.

2.3 INSTALLATION MATERIALS

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland cement based or blended hydraulic-cement-based formulation provided or approved by resilient sheet flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by flooring and adhesive manufacturers to suit resilient sheet flooring and substrate conditions indicated.

1. Adhesives shall comply with the testing and product requirements of the California Department of Public Health's "Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers."
- C. Seamless-Installation Accessories:
 1. Heat-Welding Bead: Manufacturer's solid-strand product for heat welding seams.
 - a. Color: [As selected by Architect from manufacturer's full range to contrast with flooring] [Match flooring] <Insert color>.
- D. Integral-Flash-Cove-Base Accessories:
 1. Cove Strip: **1-inch** radius provided or approved by resilient sheet flooring manufacturer.
 2. Cap Strip: Square metal provided or approved by resilient sheet flooring manufacturer.
 3. Corners: Metal inside and outside corners and end stops provided or approved by resilient sheet flooring manufacturer.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, with Installer present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.
 1. Verify that finishes of substrates comply with tolerances and other requirements specified in other Sections and that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might interfere with adhesion of resilient sheet flooring.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Prepare substrates according to resilient sheet flooring manufacturer's written instructions to ensure adhesion of resilient sheet flooring.
- B. Concrete Substrates: Prepare according to ASTM F 710.
- C. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- D. Do not install resilient sheet flooring until it is the same temperature as the space where it is to be installed.
 1. At least 48 hours in advance of installation, move flooring and installation materials into spaces where they will be installed.
- E. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient sheet flooring.

BCSD – CAMPUS HVAC SYSTEM UPGRADE

3.3 RESILIENT SHEET FLOORING INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient sheet flooring.
- B. Integral-Flash-Cove Base: Cove resilient sheet flooring up vertical surfaces to match existing. Support flooring at horizontal and vertical junction with cove strip. Butt at top against cap strip.
 - 1. Install metal corners at inside and outside corners.

3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient sheet flooring.

END OF SECTION 096516

BCSD – CAMPUS HVAC SYSTEM UPGRADE

SECTION 096519 - RESILIENT TILE FLOORING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Divisions 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
 - 1. Vinyl composition floor tile.

1.3 SUBMITTALS

- A. Product Data: For each type of product specified.
- B. Project Closeout Requirement:
 - 1. Extra material.
 - 2. Cleaning and maintenance data.

1.4 QUALITY ASSURANCE

- A. Installer Qualifications: Engage an experienced installer to perform work of this Section who has specialized in installing resilient products similar to those required for this Project and with a record of successful in-service performance.
- B. Source Limitations: Obtain each type, color, and pattern of product specified from one source with resources to provide products of consistent quality in appearance and physical properties without delaying the Work.
- C. Fire-Test-Response Characteristics: Provide products with the following fire-test-response characteristics as determined by testing identical products per test method indicated below by a testing and inspecting agency acceptable to authorities having jurisdiction.
 - 1. Critical Radiant Flux: 0.45 W/sq. cm or greater when tested per ASTM E 648.
 - 2. Smoke Density: Maximum specific optical density of 450 or less when tested per ASTM E 662.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver products to Project site in manufacturer's original, unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.

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- B. Store products in dry spaces protected from the weather, with ambient temperatures maintained between 50 and 90 deg F (10 and 32 deg C).
- C. Store tiles on flat surfaces.
- D. Move products into spaces where they will be installed at least 48 hours before installation, unless longer conditioning period is recommended in writing by manufacturer.

1.6 PROJECT CONDITIONS

- A. Maintain a temperature of not less than 70 deg F (21 deg C) or more than 95 deg F (35 deg C) in spaces to receive products for at least 48 hours before installation, during installation, and for at least 48 hours after installation, unless manufacturer's written recommendations specify longer time periods. After postinstallation period, maintain a temperature of not less than 55 deg F (13 deg C) or more than 95 deg F (35 deg C).
- B. Do not install products until they are at the same temperature as the space where they are to be installed.
- C. Close spaces to traffic during flooring installation and for time period after installation recommended in writing by manufacturer.
- D. Install tiles and accessories after other finishing operations, including painting, have been completed.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Available Products: Subject to compliance with requirements, products that may be incorporated into the Work include, but are not limited to, those indicated in the Resilient Tile Flooring Data Sheet at the end of this Section.

2.2 RESILIENT TILE

- A. Vinyl Composition Floor Tile: Products complying with ASTM F 1066 and with requirements specified in the Resilient Tile Flooring Schedule.
 - 1. Coefficient of friction of .6 per ASTM 2047.

2.3 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, portland-cement-based formulation provided or approved by flooring manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by manufacturer to suit resilient products and substrate conditions indicated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions where installation of resilient products will occur, with Installer present, for compliance with manufacturer's requirements. Verify that substrates and conditions are satisfactory for resilient product installation and comply with requirements specified.
- B. Concrete Subfloors: Verify that concrete slabs comply with ASTM F 710 and the following:
 - 1. Slab substrates are dry and free of curing compounds, sealers, hardeners, and other materials that may interfere with adhesive bond. Determine adhesion and dryness characteristics by performing bond and moisture tests recommended by flooring manufacturer.
 - 2. Subfloor finishes comply with requirements specified in Division 3 Section "Cast-in-Place Concrete" for slabs receiving resilient flooring.
 - 3. Subfloors are free of cracks, ridges, depressions, scale, and foreign deposits and comply with floor flatness and floor levelness requirements herein.
- C. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with resilient product manufacturer's written installation instructions for preparing substrates indicated to receive resilient products.
- B. Use trowelable leveling and patching compounds, according to manufacturer's written instructions, to fill cracks, holes, and depressions in substrates.
- C. Remove coatings, including curing compounds, and other substances that are incompatible with flooring adhesives and that contain soap, wax, oil, or silicone, using mechanical methods recommended by manufacturer. Do not use solvents.
- D. Broom and vacuum clean substrates to be covered immediately before product installation. After cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.3 TILE INSTALLATION

- A. General: Comply with tile manufacturer's written installation instructions.
- B. Lay out tiles from center marks established with principal walls, discounting minor offsets, so tiles at opposite edges of room are of equal width. Adjust as necessary to avoid using cut widths that equal less than one-half of a tile at perimeter.
 - 1. Lay tiles square with room axis, unless otherwise indicated.
- C. Match tiles for color and pattern by selecting tiles from cartons in the same sequence as

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manufactured and packaged, if so numbered. Cut tiles neatly around all fixtures. Discard broken, cracked, chipped, or deformed tiles.

1. Lay tiles, match – checkerboard pattern.
- D. Scribe, cut, and fit tiles to butt neatly and tightly to vertical surfaces and permanent fixtures, including built-in furniture, cabinets, pipes, outlets, edgings, door frames, thresholds, and nosings.
 - E. Extend tiles into toe spaces, door reveals, closets, and similar openings.
 - F. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use chalk or other nonpermanent, nonstaining marking device.
 - G. Install tiles on covers for data, telephone and electrical ducts, and similar items in finished floor areas. Maintain overall continuity of color and pattern with pieces of flooring installed on covers. Tightly adhere edges to perimeter of floor around covers and to covers.
 - H. Adhere tiles to flooring substrates using a full spread of adhesive applied to substrate to comply with tile manufacturer's written instructions, including those for trowel notching, adhesive mixing, and adhesive open and working times.
 1. Provide completed installation without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, and other surface imperfections.
 - I. Hand roll tiles according to tile manufacturer's written instructions.

3.4 CLEANING AND PROTECTING

- A. Perform the following operations immediately after installing resilient products:
 1. Remove adhesive and other surface blemishes using cleaner recommended by resilient product manufacturers.
 2. Sweep or vacuum floor thoroughly.
 3. Do not wash floor until after time period recommended by flooring manufacturer.
 4. Damp-mop floor to remove marks and soil.
- B. Protect flooring against mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by flooring manufacturer.
- C. Clean floor surfaces not more than 4 days before dates scheduled for inspections intended to establish date of Notice of Completion in each area of Project. Clean products according to manufacturer's written recommendations.

MOLDED PATTERN RUBBER FLOOR TILE PRODUCT DATA SHEET

Molded Rubber Floor Tile Designation: MRT

Class: Class I-A (homogenous rubber tile, solid color)

Hardness: Not less than 85 Shore, Type A as required per ASTM F 1344

Base Thickness: 1/8 inch

Overall Thickness: 3/16 inch

Size: 24-by-24 inches

Molded Pattern Figure and Dimensions: Raised discs

Color: As selected by Architect from manufacturer's full range of colors produced for molded tile of wearing surface pattern, thickness, and size specified.

Available Products: RC MUSSONS - DISC-O-TILE.
RCA RUBBER - TARGET TILE.

VINYL COMPOSITION FLOOR TILE PRODUCT DATA SHEET

Vinyl Composition Floor Tile Designation: VCT-1

Class: Class 2 through pattern tile, Type IV, Comp. I.

Wearing Surface: Smooth with a minimum coefficient of friction of at least 0.6 per ASTM D-2047.

Gage: 1/8 inch.

Size: 12 X 12.

Color and Pattern: As selected by Architect from manufacturer's full range of colors and patterns produced for tile of class, wearing surface, thickness, size, and pattern specified. Allow for four accent colors per room – 60%/20% 20% - pattern as directed by the Architect.

Available Products: Armstrong - Imperial Texture - Standard Excelon.
Armstrong - BioBase Tile Migrations (LEED Eligibility).

VINYL COMPOSITION FLOOR TILE PRODUCT DATA SHEET

Vinyl Composition Floor Tile Designation: VCT-2

Class: Class 2, through pattern tile, Type IV, Comp. I.

Wearing Surface: Smooth with a minimum coefficient of friction of at least 0.6 per ASTM D-2047.

Gage: 1/8 inch.

Size: 12 X 12.

Color and Pattern: As selected by Architect from manufacturer's full range of colors and patterns produced for tile of class, wearing surface, thickness, size, and pattern specified.

Available Products: Armstrong – Chromaspin.
Armstrong – Arteffects.

VINYL COMPOSITION FLOOR TILE PRODUCT DATA SHEET

Vinyl Composition Floor Tile Designation: VCT - Feature Strips

Class: Class 1, solid color, Type IV, Comp. I.

Wearing Surface: Smooth with a minimum coefficient of friction of at least 0.6 per ASTM D-2047.

Thickness: 1/8 inch.

Size: As indicated on Plans.

Color and Pattern: As selected by Architect from manufacturer's full range of colors and patterns produced for tile of class, wearing surface, thickness, size, and pattern specified.

Available Products: Armstrong - Premium Excelon, Group I and II cost range.

END OF SECTION 096519

SECTION 096813 - TILE CARPETING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes modular carpet tile.
- B. Related Sections include:
 - 1. Section 01 74 19 "Construction Waste Management and Disposal" for recycling of existing carpet materials to be removed.
 - 2. Section 02 41 19 "Selective Demolition" for removal of existing floor coverings.
 - 3. Section 09 05 65 "Concrete Moisture-Control System" for moisture-vapor- emission control system applied to concrete slab substrates prior to installation of finish flooring.
 - 4. Section 09 65 13 "Resilient Base and Accessories" for the following resilient products used with carpet tile:
 - a. Resilient base.
 - b. Resilient transition moldings between carpet tile and adjacent finish flooring materials.

1.3 REFERENCES

- A. American Association of Textile Chemists and Colorists (AATCC):
 - 1. AATCC 16-E: Test Method for Colorfastness to Light.
 - 2. AATCC 134: Test Method for Electrostatic Propensity of Carpets.
 - 3. AATCC 165: Test Method for Colorfastness to Crocking, Textile Floor Coverings.
 - 4. AATCC 174: Test Method for Antimicrobial Activity Assessment of Carpets.
 - 5. AATCC 175: Test Method for Stain Resistance for Pile Floor Coverings.
- B. ASTM International:
 - 1. ASTM E 648: Standard Test Method for Critical Radiant Flux of Floor-Covering Systems Using a Radiant Heat Energy Source.
 - 2. ASTM E 662: Standard Test Method for Specific Optical Density of Smoke Generated by Solid Materials.
 - 3. ASTM E 2471: Standard Test Method for Using Seeded-Agar for the Screening Assessment of Antimicrobial Activity in Carpets.
 - 4. ASTM F 710: Standard Practice for Preparing Concrete Floors to Receive Resilient Flooring.
 - 5. ASTM F 2170: Standard Test Method for Determining Relative Humidity in Concrete Floor Slabs Using in situ Probes.
- C. California Department of Public Health (CDPH):
 - 1. Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers – Version 1.1,

February 2010.

- D. CALGreen: California Green Building Standards Code - California Code of Regulations, Title 24, Part 11.
- E. Carpet and Rug Institute (CRI):
 - 1. CRI Carpet Installation Standard.
 - 2. CRI Green Label Plus testing program.
- F. Chemical Abstract Service (CAS):
 - 1. Chemical Abstract Registration Number (CASRN).
- G. Collaborative for High Performance Schools (CHPS).
 - 1. Criteria Interpretation Library.
 - a. EQ 7.0 – Low Emitting Materials.
 - b. EQ 7.1 – Additional Low Emitting Materials.
- H. Cradle to Cradle Products Innovation Institute:
 - 1. Cradle to Cradle Certified Product Standard.
- I. European Standards (EN):
 - 1. EN 15804: Sustainability of Construction Works – Environmental Product Declarations – Core Rules for the Product Category of Construction Products.
- J. GreenScreen for Safer Chemicals:
 - 1. GreenScreen Chemical Hazard Assessment Procedure V1.2.
- K. Health Product Declaration Collaborative:
 - 1. Health Product Declaration Open Standard.
- L. International Certified Floorcovering Installers Association.
 - 1. Commercial II certification level.
- M. International Organization for Standardization (ISO):
 - 1. ISO 14021: Environmental Labels and Declarations – Self-Declared Environmental Claims (Type II Environmental Labeling).
 - 2. ISO 14025: Environmental Labels and Declarations – Type III Environmental Declarations – Principals and Procedures.
 - 3. ISO 14040: Environmental Management – Life Cycle Assessment – Principals and Framework.
 - 4. ISO 14044: Environmental Management – Life Cycle Assessment – Requirements and Guidelines.
 - 5. ISO 21930: Sustainability in Building Construction – Environmental Declaration of Building Products.
- N. NSF International/American National Standards Institute (ANSI):
 - 1. NSF/ANSI 140: Sustainability Assessment for Carpet.
- O. Registration, Evaluation, Authorization and Restriction of Chemicals (REACH).
- P. SCS Global Services:
 - 1. Sustainable Carpet Certification.

Q. South Coast Air Quality Management District (SCAQMD):

1. Rule 1168 – Adhesive and Sealant Applications.

1.4 DEFINITIONS

A. VOC: Volatile Organic Compounds.

1.5 PREINSTALLATION MEETINGS

A. Preinstallation Conference: Conduct conference at Project site.

1. Review methods and procedures related to carpet tile installation including, but not limited to, the following:
 - a. Delivery, storage, and handling procedures.
 - b. Ambient conditions and ventilation procedures.
 - c. Subfloor preparation procedures.

1.6 ACTION SUBMITTALS

A. Product Data: For each type of product.

1. Include manufacturer's written data on physical characteristics, durability, and fade resistance.
2. Include manufacturer's written installation recommendations for each type of substrate.

B. Shop Drawings: For carpet tile installation, plans showing the following:

1. Columns, doorways, enclosing walls or partitions, built-in cabinets, and locations where cutouts are required in carpet tiles.
2. Existing flooring materials to be removed.
3. Existing flooring materials to remain.
4. Carpet tile type, color, and dye lot.
5. Type of subfloor.
6. Type of installation.
7. Pattern of installation.
8. Pattern type, location, and direction.
9. Pile direction patterns.
10. Types, color, and locations of insets and borders.
11. Type, color, and location of edge, transition, and other accessory strips.
12. Transition details to other flooring materials.

C. Samples for Initial Selection: Submit manufacturer's full range of colors/patterns for the following items for selection by Architect.

1. Carpet Tile.
 - a. Minimum Number of Color/Patterns for Selection:
 - i) Carpet Tile – "C-1"; Walk-Off Mat.
 - ii) Carpet Tile – "C-2"; Field: .

D. Samples for Verification: For each of the following products and for each color and texture required. Label each Sample with manufacturer's name, material description, color, pattern, and designation indicated on Drawings and in schedules.

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1. Carpet Tile: Full-size Sample.
 2. Exposed Edge, Transition, and other Accessory Stripping: 12-inch long Samples.
- E. Product Schedule: For carpet tile. Use same designations indicated on Drawings.
- F. CALGreen Submittals:
1. Manufacturer's product data for adhesives and adhesive primers indicating compliance with product requirements specified in "CALGreen Requirements" Article.
 2. Manufacturer's product data for carpet tile indicating compliance with product requirements specified in "CALGreen Requirements" Article.

1.7 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- C. Sample Warranties: For special warranties.

1.8 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For carpet tiles to include in maintenance manuals. Include the following:
1. Methods for maintaining carpet tile, including cleaning and stain-removal products and procedures and manufacturer's recommended maintenance schedule.
 2. Precautions for cleaning materials and methods that could be detrimental to carpet tile.

1.9 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
1. Carpet Tile: Full-size units equal to 5 percent of amount installed for each type indicated, but not less than 10 sq yds.

1.10 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced Installer who is certified by the International Certified Floorcovering Installers Association at the Commercial II certification level.
- B. Mockups: Build mockups to verify selections made under Sample submittals, to demonstrate aesthetic effects, and to set quality standards for fabrication and installation.
1. Build mockups at locations and in sizes as shown on Drawings or if not shown, as directed by Architect.
 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

1.11 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI's "CRI Carpet Installation Standard."

1.12 FIELD CONDITIONS

- A. Comply with CRI's "CRI Carpet Installation Standard" for temperature, humidity, and ventilation limitations.
- B. Environmental Limitations: Do not deliver or install carpet tiles until spaces are enclosed and weathertight, wet work in spaces is complete and dry, and ambient temperature and humidity conditions are maintained at occupancy levels planned for building occupants during the remainder of the construction period.
- C. Do not install carpet tiles over concrete slabs until slabs have cured and are sufficiently dry to bond with adhesive and concrete slabs have pH range recommended by carpet tile manufacturer.
- D. Where demountable partitions or other items are indicated for installation on top of carpet tiles, install carpet tiles before installing these items.

1.13 WARRANTY

- A. Special Warranty for Carpet Tiles: Manufacturer agrees to repair or replace components of carpet tile installation that fail in materials or workmanship within specified warranty period.
 - 1. Warranty does not include deterioration or failure of carpet tile due to unusual traffic, failure of substrate, vandalism, or abuse.
 - 2. Failures include, but are not limited to, the following:
 - a. More than 10 percent loss of face fiber, edge raveling, snags, and runs.
 - b. Dimensional instability.
 - c. Loss of tuft-bind strength.
 - d. Excess static discharge.
 - e. Loss of face fiber.
 - f. Delamination
 - 3. Warranty Period: 10 years from date of Notice of Completion.

PART 2 - PRODUCTS

2.1 CALGREEN REQUIREMENTS

- A. General: Conform with all applicable requirements of the California Green Building Standards Code (CALGreen).
- B. Provide adhesives and adhesive primers which comply with current VOC content limits of the South Coast Air Quality Management District (SCAQMD) Rule 1168, except as noted otherwise below. Such products shall also comply with Rule 1168 prohibition of the use of certain toxic compounds (chloroform, ethylene, dichloride, methylene chloride, perchloroethylene, and trichloroethylen).
 - 1. Aerosol adhesives and similar unit sizes of adhesives, and sealants (in units of product, less packaging, which do not weigh more than one pound and do not consist of more than 16 fluid ounces) shall comply with statewide VOC standards and other requirements, including prohibitions of use of certain toxic compounds, of the California Code of Regulations, Title 17, commencing with Section 94507.
- C. Carpet Tile: Provide carpet tile products which meet at least one of the following:
 - 1. Certified as complying with the testing and product requirements of the Carpet and Rug Institute's Green Label Plus program.

2. Compliant with the VOC-emission limits specified in the California Department of Public Health Standard Method for the Testing and Evaluation of Volatile Organic Chemical Emissions from Indoor Sources Using Environmental Chambers, Version 1.1, February 2010.
3. Meets requirements of NSF/ANSI 140 for certification at the Gold level or higher.
4. Meets requirements of SCS Global Services Sustainable Carpet Certification program at the Gold level or higher.
5. Compliant with 2014 California Collaborative for High Performance Schools California (CA-CHPS) Criteria Interpretation for EQ 7.0 and EQ 7.1 (formerly EQ 2.2) and listed in the CHPS High Performance Database.

2.2 PERFORMANCE REQUIREMENTS

- A. Fire-Test-Response Characteristics for Tile Carpeting:
1. Critical Radiant Flux Classification: Class I, not less than 0.45 W/sq cm, as determined by testing identical products according to ASTM E 648.
 2. Smoke Density: 450 or less, determined by testing identical products according to ASTM E 662.

2.3 CARPET TILE

- A. Modular Carpet Tile C-1; Walk-Off Mat: Modular carpet tile system designed for specific installation per manufacturer's recommendations. Maintain a visually continuous and finished overall appearance without any tile appearing improperly positioned.
1. Product: *Interface, Inc.; SR799*.
 - a. Color: Onyx
 2. Construction: Tufted Textured Loop
 3. Fiber Content: 100 percent nylon.
 4. Fiber Type: Aquafil.
 5. Dye Method: 100 percent solution dyed.
 6. Pile Characteristic: Tip-sheared.
 7. Pile Height: .19 inch.
 8. Stitches: 10 per inch.
 9. Gage: 1/12 inch.
 10. Face Yarn Weight: 26 oz per sq yd.
 11. Density: 6,686 oz per cu yd.
 12. Primary Backing/Backcoating: Non-woven fiberglass-reinforced PVC.
 13. Secondary Backing: Fiberglass-reinforced thermoplastic composite; 100 percent recyclable.
 - a. Provide minimum 39 percent recycled content, post-consumer or post-industrial in secondary backing material.
 14. Size: 19.6 inches square.
 15. Applied Soil-Resistance Treatment: Manufacturer's standard material; 8.0 on the Red 40 Stain Scale, per AATCC 175.
 16. Antimicrobial Treatment: Manufacturer's standard material; passes AATCC 174 (minimum 90 percent reduction of microorganisms according to Part 2; no macroscopic growth according to Part 3); passes ASTM E 2471.
 17. Performance Characteristics: As follows:

- a. Colorfastness to Crocking: Not less than 4, wet and dry, per AATCC 165.
 - b. Colorfastness to Light: Not less than 4 after 60 AFU (AATCC fading units) per AATCC 16, Option E.
 - c. Electrostatic Propensity: Less than 3.0 kV per AATCC 134.
18. Minimum Recycled Content:
 - a. Preconsumer: 33 percent.
 - b. Postconsumer: 33 percent.
19. VOC Emissions:
 - a. Complies with requirements specified in “CALGreen Requirements” Article.
 - b. Certification: CRI Green Label Plus.
- B. Modular Carpet Tile *C-2; Field*: Modular carpet tile system designed for specific installation per manufacturer’s recommendations. Maintain a visually continuous and finished overall appearance without any tile appearing improperly positioned.
 1. Product: *Interface, Inc.; Cubic*.
 - a. Color: T.B.D.
 2. Construction: Tufted.
 3. Fiber Content: 100 percent nylon Type 6, 6.
 4. Fiber Type: Aquafil.
 5. Dye Method: 100 percent solution dyed.
 6. Pile Characteristic: Textured loop.
 7. Pile Height: .145 inch.
 8. Stitches: 8.16 per inch.
 9. Gage: 1/12 inch.
 10. Face Yarn Weight: 18 oz per sq yd.
 11. Density: 6,968 oz per cu yd.
 12. Primary Backing/Backcoating: Non-woven fiberglass-reinforced PVC.
 13. Secondary Backing: Fiberglass-reinforced thermoplastic composite; 100 percent recyclable.
 - a. Provide minimum 39 percent recycled content, post-consumer or post-industrial in secondary backing material.
 14. Size: 50 cm by 50 cm (19.69 inches square).
 15. Applied Soil-Resistance Treatment: Manufacturer’s standard material; 8.0 on the Red 40 Stain Scale, per AATCC 175.
 16. Antimicrobial Treatment: Manufacturer’s standard material; passes AATCC 174 (minimum 90 percent reduction of microorganisms according to Part 2; no macroscopic growth according to Part 3).
 17. Performance Characteristics: As follows:
 - a. Colorfastness to Crocking: Not less than 4, wet and dry, per AATCC 165.
 - b. Colorfastness to Light: Not less than 4 after 60 AFU (AATCC fading units) per AATCC 16, Option E.
 - c. Electrostatic Propensity: Less than 3.0 kV per AATCC 134.
 18. Minimum Recycled Content:
 - a. Preconsumer: 45 percent.

19. VOC Emissions:

- a. Complies with requirements specified in "CALGreen Requirements" Article.
- b. Certification: CRI Green Label Plus.

2.4 INSTALLATION ACCESSORIES

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement- based formulation provided or recommended by carpet tile manufacturer.
- B. Primer/Sealer: Carpet manufacturer's standard sealer material designed to seal gypsum-based underlayment surfaces.
- C. Corner Connectors: Manufacturer's standard adhesively-surfaced 3-inch by 3-inch square tabs for connecting underside of corners of four adjacent carpet tile units to maintain a tight joint on all sides of tile, thereby maintaining an overall stable surface. Tabs are surfaced with pressure-sensitive acrylic adhesive on one side, only, of polyester backing, so as not to adhere tiles to substrate.
 1. Product: Interface, Inc.; TacTiles.
- D. Adhesives: Water-resistant, mildew-resistant, nonstaining, pressure-sensitive type to suit products and subfloor conditions indicated, that complies with flammability requirements for installed carpet tile and is recommended by carpet tile manufacturer for releasable installation.
 1. VOC Content: Complies with requirements specified in "CALGreen Requirements" Article.
- E. Resilient Transition Moldings: As specified in Section 09 65 13 "Resilient Base and Accessories."

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for maximum moisture content, alkalinity range, installation tolerances, and other conditions affecting carpet tile performance.
- B. Examine carpet tile for type, color, pattern, and potential defects.
- C. Verify that substrates are free of cracks, ridges, depressions, scale, and foreign deposits that might show through surface or interfere with adhesion of carpet tile and accessories
- D. For painted subfloors, perform bond test recommended in writing by adhesive manufacturer.
- E. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. General: Comply with CRI's "CRI Carpet Installation Standard," and with carpet tile manufacturer's written installation instructions for preparing substrates indicated to receive carpet tile.
- B. Concrete substrates: Prepare according to ASTM F 710.
 1. Remove coatings, including curing compounds, and other substances that are

- incompatible with adhesives and that contain soap, wax, oil, or silicone, without using solvents. Use mechanical methods recommended in writing by adhesive and carpet tile manufacturer.
- 2. Refer to Section 09 05 65 “Concrete Moisture-Control System” for moisture and alkalinity testing and treatment. Proceed with installation only after substrates pass testing.
- 3. Adhesion Testing: Perform tests recommended by carpet tile manufacturer. Proceed with installation only after substrates pass testing.
- C. Metal Substrates: Clean grease, oil, soil, and rust, and prime if recommended in writing by adhesive manufacturer. Rough sand painted metal surfaces and remove loose paint. Sand aluminum surfaces, to remove metal oxides, immediately before applying adhesive.
- D. Use trowelable leveling and patching compounds, according to manufacturer’s written instructions, to fill cracks, holes, depressions, and protrusions in substrates. Fill or level cracks, holes, and depressions 1/8 inch wide or wider, and protrusions more than 1/32 inch, unless more stringent requirements are required by manufacturer’s written instructions.
- E. Apply primer/sealer over gypsum-based cementitious underlayment in accordance with carpet manufacturer’s written instructions and as required to ensure proper adhesion of carpet to underlayment surface.
- F. Broom and vacuum clean substrates to be covered immediately before installing carpet tile.

3.3 CARPET TILE INSTALLATION

- A. General: Comply with with CRI’s “Carpet Installation Standard,” Section 18, “Modular Carpet,” and with carpet tile manufacturer’s written installation instructions.
- B. Installation Method: As recommended in writing by carpet tile manufacturer, and as follows:
 - 1. TacTiles
- C. Maintain dye lot integrity. Do not mix dye lots in same area.
- D. Maintain carpet tile patterns indicated on Drawings.
- E. Cut and fit carpet tile to butt tightly to vertical surfaces, permanent fixtures, and built- in furniture including cabinets, pipes, outlets, edgings, thresholds, and nosings. Bind or seal cut edges as recommended by carpet tile manufacturer.
- F. Extend carpet tile into toe spaces, door reveals, closets, open-bottomed obstructions, removable flanges, alcoves, and similar openings.
- G. Maintain reference markers, holes, and openings that are in place or marked for future cutting by repeating on finish flooring as marked on subfloor. Use nonpermanent, nonstaining marking device.
- H. Install pattern parallel to walls and borders.
- I. Do not bridge building expansion joints with carpet tiles.
- J. At access flooring, stagger joints of carpet tiles so carpet tile grid is offset from access flooring panel grid. Do not fill seams of access flooring panels with carpet adhesive; keep seams free of adhesive.

- K. Resilient Molding Accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet tiles that would otherwise be exposed.

3.4 CLEANING AND PROTECTION

- A. Perform the following operations immediately after installing carpet tile.
 - 1. Remove excess adhesive and other surface blemishes using cleaner recommended by carpet tile manufacturer.
 - 2. Remove yarns that protrude from carpet tile surface.
 - 3. Vacuum carpet tile using commercial machine with face-beater element.
- B. Protect installed carpet tile to comply with CRI's "CRI Carpet Installation Standard," Section 20, "Protecting Indoor Installations."
- C. Protect carpet tile against damage from construction operations and placement of equipment and fixtures during the remainder of construction period. Use protection methods indicated or recommended in writing by carpet tile manufacturer.

END OF SECTION 096813

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 0 & 1 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes, but is not limited to, the following:
 - 1. Porcelain enamel markerboards.
- B. Related Sections include the following:
 - 1. Division 9 Section "Vinyl Covered Tackboard" for tackable, fabric-covered wall surfaces.
 - 2. Division 9 Section "Presentation Dry Erase Wallcovering" for specialized wallcoverings.
 - 3. Division 10 Section "Miscellaneous Items" and accessory schedule for individually framed, wall-mounted bulletin boards.
 - 4. Division 10 Section "Miscellaneous Items" for grip strips.

1.3 SUBMITTALS

- A. Product Data: For each type of visual display board indicated. Include motor capacities and individual panel weights for sliding chalkboard and markerboard units.
- B. Shop Drawings: For each type of visual display board required.
 - 1. Include dimensioned elevations. Show location of joints between individual panels where unit dimensions exceed maximum panel length.
 - 2. Include sections of typical trim members.
 - 3. Show anchors, grounds, reinforcement, accessories, layout, and installation details.
- C. Samples for Initial Selection: Manufacturer's color charts showing the full range of colors and textures available for the following:
 - 1. Markerboards: Actual sections of porcelain enamel finish for each type of chalkboard and markerboard required.
- D. Samples for Verification: Of the following products, showing color and texture or finish selected. Where finishes involve normal color and texture variations, include Sample sets showing the full range of variations expected. Prepare Samples from the same material to be used for the Work.
 - 1. Visual Display Boards: Sample panels not less than 8-1/2 by 11 inches (215 by 280 mm), mounted on the substrate indicated for the final Work. Include a panel for each type, color, and texture required.
 - 2. Aluminum Trim and Accessories: Samples of each finish type and color, on 6-inch- (150-mm-) long sections of extrusions and not less than 4-inch (100-mm) squares of sheet or plate. Include Sample sets showing the full range of color variations expected.

BCSD – CAMPUS HVAC SYSTEM UPGRADE

E. Project Closeout Requirements:

1. 10-year warranty markerboards.
2. Cleaning and maintenance data.

1.4 QUALITY ASSURANCE

- A. **Installer Qualifications:** Engage an experienced installer who is an authorized representative of chalkboard manufacturer for both installation and maintenance of the type of siding chalkboard units required for this Project.
- B. **Source Limitations:** Obtain visual display boards through one source from a single manufacturer.
- C. **Fire-Test-Response Characteristics:** Provide vinyl-fabric-faced tackboards with the following surface-burning characteristics as determined by testing assembled materials composed of facings and backings identical to those required in this Section per ASTM E 84 by a testing and inspecting agency acceptable to authorities having jurisdiction. Identify vinyl-fabric-faced tackboards with appropriate markings of applicable testing and inspecting agency.
1. Flame Spread: 25 or less.
 2. Smoke Developed: 10 or less.

1.5 PROJECT CONDITIONS

- A. **Field Measurements:** Verify field measurements before preparation of Shop Drawings and before fabrication to ensure proper fitting. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
1. Allow for trimming and fitting where taking field measurements before fabrication might delay the Work.
 2. **Established Dimensions:** Where field measurements cannot be made without delaying the Work, establish dimensions and proceed with fabricating chalkboards without field measurements. Coordinate wall construction to ensure actual dimensions correspond to established dimensions.

1.6 WARRANTY

- A. **General Warranty:** The special porcelain enamel chalkboard warranty specified in this Article shall not deprive the Owner of other rights the Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by the Contractor under requirements of the Contract Documents.
- B. **Porcelain Enamel Markerboard Warranty:** Submit a written warranty executed by manufacturer agreeing to replace porcelain enamel chalkboards that do not retain their original writing and erasing qualities, become slick and shiny, or exhibit crazing, cracking, or flaking within the specified warranty period, provided the manufacturer's written instructions for handling, installation, protection, and maintenance have been followed.
1. **Warranty Period:** 10 years from date of Notice of Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

VISUAL DISPLAY BOARDS

BCSD – CAMPUS HVAC SYSTEM UPGRADE

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Porcelain Enamel Markerboards:
 - a. Best-Rite Chalkboard Co.
 - b. Claridge Products and Equipment, Inc.
 - c. Greensteel, Inc.
 - d. ADP Lemco Inc.

2.2 MATERIALS

- A. Porcelain Enamel Markerboards: Balanced, high-pressure-laminated, porcelain enamel chalkboards of 3-ply construction consisting of face sheet, core material, and backing.
1. Face Sheet: 0.024-inch (0.61-mm) enameling grade steel especially processed for temperatures used in coating porcelain on steel. Coat exposed face and edges with a 3-coat process consisting of primer, ground coat, and color cover coat. Coat concealed face with a 2-coat process consisting of primer and ground coat. Fuse cover and ground coats to steel at manufacturer's standard firing temperatures, but not less than 1200 deg F (649 deg C).
 - a. Cover Coat: Provide manufacturer's standard matte-finish cover coat, with color selected from manufacturer's standards.
 2. Core: 3/8-inch- (9.5-mm-) thick, particleboard core material complying with requirements of ANSI A208.1, Grade 1-M-1.
 3. Backing Sheet: 0.018-inch- (0.46-mm-) thick, galvanized steel sheet backing.
 4. Laminating Adhesive: Manufacturer's standard, moisture-resistant, thermoplastic-type adhesive.

2.3 ACCESSORIES

- A. Metal Trim and Accessories: Fabricate frames and trim of not less than 0.062-inch- (1.57-mm-) thick, extruded-aluminum alloy, size and shape as indicated, to suit type of installation. Provide straight, single-length units. Keep joints to a minimum. Miter corners to a neat, hairline closure.
1. Where size of visual display boards or other conditions require support in addition to normal trim, provide structural supports or modify trim as indicated or as selected by Architect from manufacturer's standard structural support accessories to suit conditions indicated.
 2. Field-Applied Trim: Manufacturer's standard snap-on trim with no visible screws or exposed joints.
 3. Chalktray: Manufacturer's standard, continuous, box-type, aluminum chalktray with slanted front and cast-aluminum end closures for each chalkboard.
 4. Map Rail: Furnish map rail at top of each unit, complete with the following metal accessories:
 - a. Display Rail: Provide continuous cork display rail approximately 1 or 2 inches (25 or 50 mm) wide, as indicated, integral with map rail.
 - b. End Stops: Provide one end stop at each end of map rail.
 - c. Map Hooks: Provide 2 metal map hooks for every 48 inches (1220 mm) of map rail or fraction thereof.
 - d. Flag Holder: Provide one flag holder for each room.

BCSD – CAMPUS HVAC SYSTEM UPGRADE

2.4 FABRICATION

- A. Porcelain Enamel Markerboards: Laminate facing sheet and backing sheet to core material under pressure with manufacturer's recommended flexible, waterproof adhesive.
- B. Assembly: Provide factory-assembled markerboard and tackboard units, unless field-assembled units are required.
 - 1. Make joints only where total length exceeds maximum manufactured length. Fabricate with minimum number of joints, see plans for joint locations.

2.5 FINISHES

- A. General: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations relative to applying and designating finishes.
- B. Finish designations prefixed by AA conform to the system established by the Aluminum Association for designating aluminum finishes.
- C. Class II, Clear Anodic Finish: AA-M12C22A31 (Mechanical Finish: nonspecular as fabricated; Chemical Finish: etched, medium matte; Anodic Coating: Architectural Class II, clear coating 0.010 mm or thicker) complying with AAMA 607.1.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine wall surfaces, with Installer present, for compliance with requirements and other conditions affecting installation of visual display boards.
 - 1. Surfaces to receive markerboards shall be free of dirt, scaling paint, and projections or depressions that would affect smooth, finished surfaces of chalkboards or markerboards.
 - 2. Surfaces to receive tackboards shall be dry and free of substances that would impair the bond between tackboards and substrate.
 - 3. Do not proceed with installation until unsatisfactory conditions have been corrected.

3.2 INSTALLATION

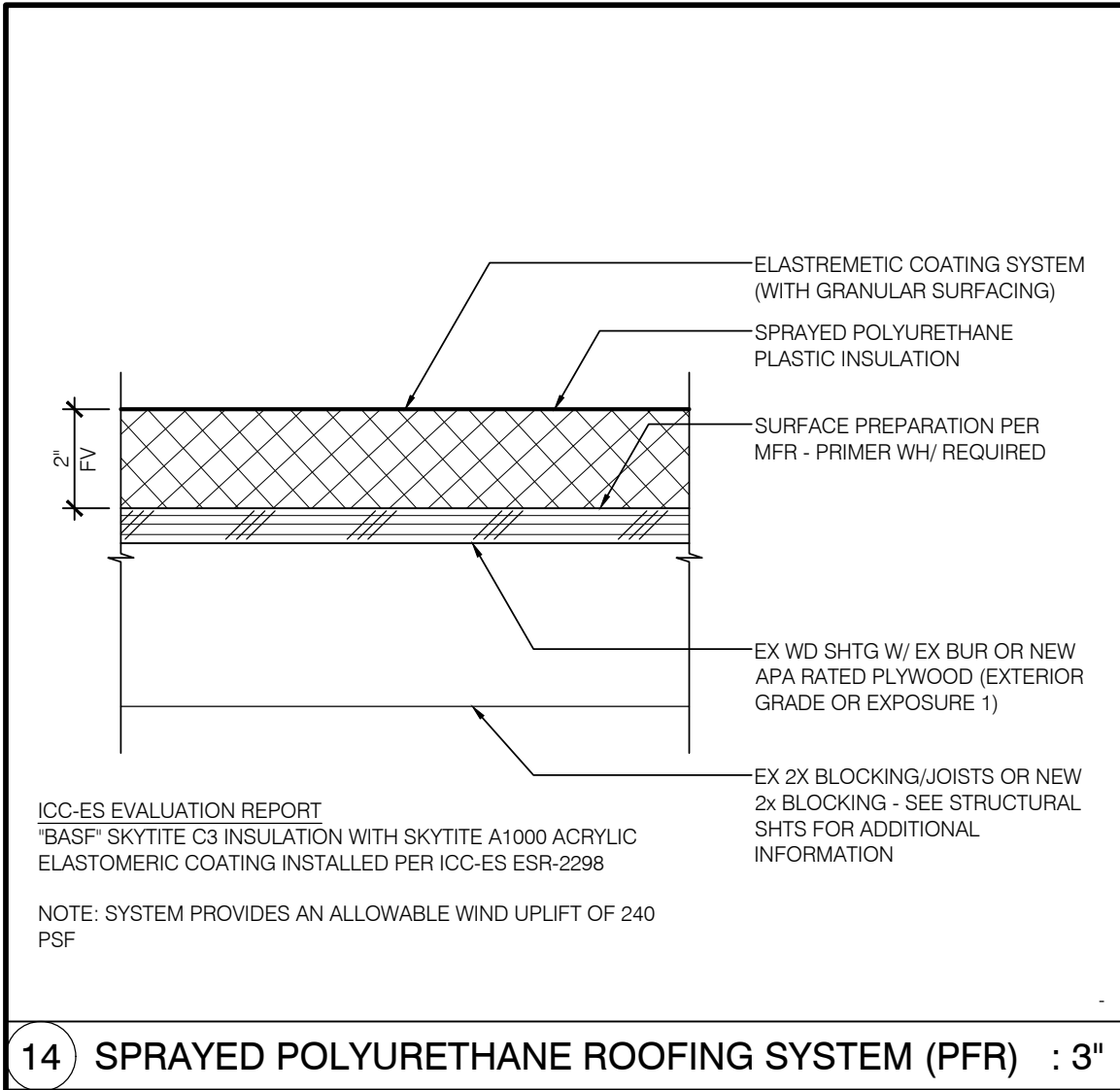
- A. Deliver factory-built visual display boards completely assembled in one piece without joints, where possible. If dimensions exceed panel size, provide 2 or more pieces of equal length as acceptable to Architect. When overall dimensions require delivery in separate units, prefit components at the factory, disassemble for delivery, and make final joints at the site. Use splines at joints to maintain surface alignment.
- B. Install units in locations and at mounting heights indicated and according to manufacturer's written instructions. Keep perimeter lines straight, plumb, and level. Provide grounds, clips, backing materials, adhesives, brackets, anchors, trim, and accessories necessary for complete installation.
- C. Coordinate Project-site-assembled units with grounds, trim, and accessories. Join parts with a neat, precision fit.

3.3 ADJUSTING AND CLEANING

BCSD – CAMPUS HVAC SYSTEM UPGRADE

- A. Verify that accessories required for each unit have been properly installed and that operating units function properly.
- B. Clean units according to manufacturer's written instructions.

END OF SECTION 101100



07.11.24 ADDENDUM 03

07.11.24 13:50



CAMPUS HVAC SYSTEM UPGRADE

Pioneer Elementary School
4404 Pioneer Drive, Bakersfield, CA 93306
Bakersfield City School District

PROJECT INFO

Project No	566-0017
Drawn By	sh
Checked By	pf
Date	07.11.24

NOTES

No	Date	Item
ADD-03	07.11.24	A8.01

DETAIL 14

AD03-01

ASSISTIVE LISTENING SYSTEMS

ASSISTIVE LISTENING SYSTEM SHALL BE PROVIDED AT EACH CLASSROOM IN ACCORDANCE WITH SECTION 11B-219 AND 11B-706 OF THE CBC.

1. THE NUMBER OF RECEIVERS FOR EACH CLASSROOM SHALL BE EQUAL TO 4% OF THE TOTAL NUMBER OF SEATS BUT NO LESS THAN 2.
2. SIGNAGE SHALL BE PROVIDED IN EACH CLASSROOM IN COMPLIANCE WITH SECTION 11B-216.10 AND 11B-703.7.2.4. SEE DTL



17-01-20



07.11.24 ADDENDUM 03

07.11.24 14:19



CAMPUS HVAC SYSTEM UPGRADE

Pioneer Elementary School
4404 Pioneer Drive, Bakersfield, CA 93306
Bakersfield City School District

PROJECT INFO

Project No	566-0017	
Drawn By	sh	
Checked By	pf	
Date	07.11.24	

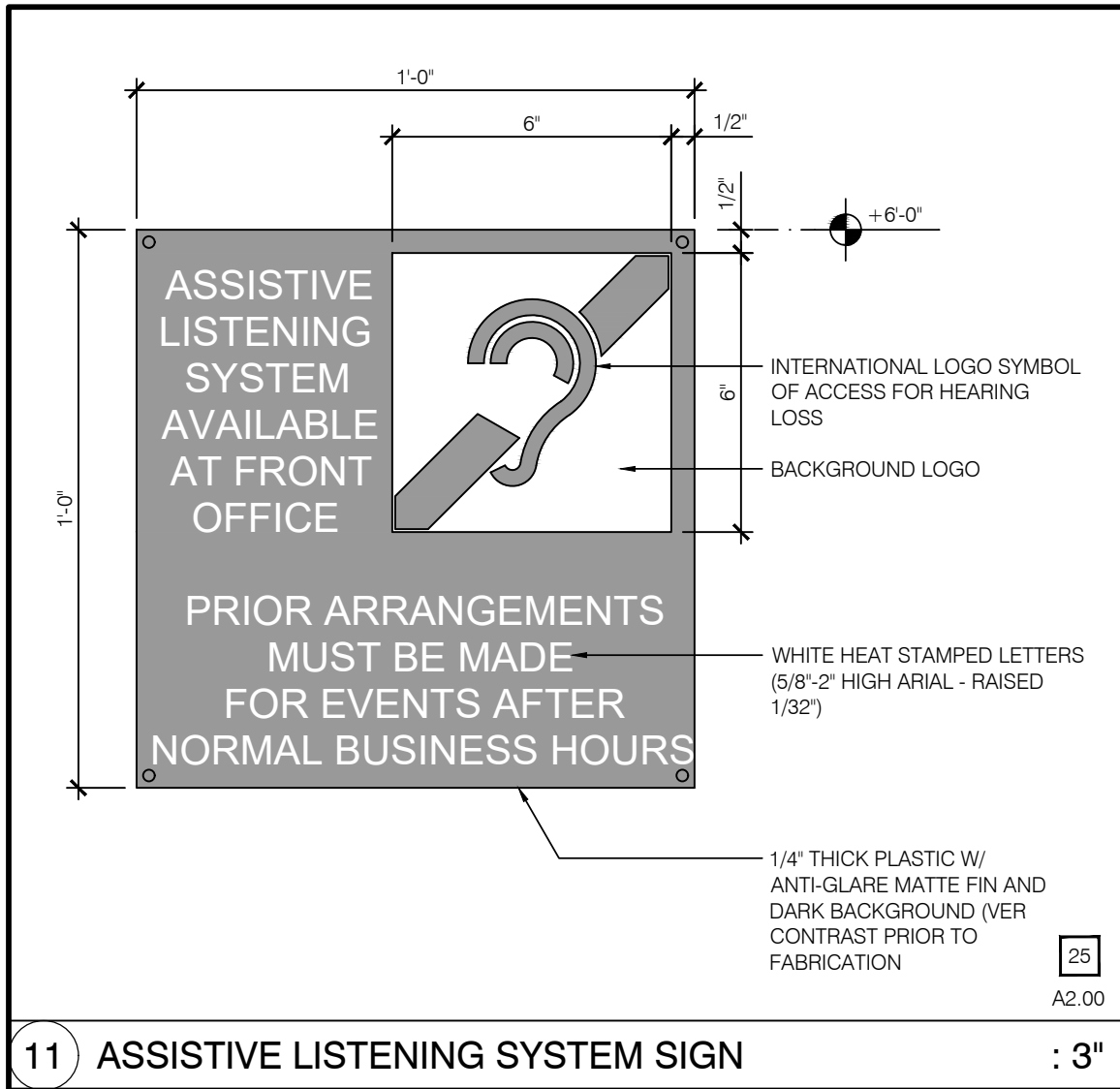
NOTES

No	Date	Item
ADD-03	07.11.24	A2.20/A2.21

ASSISTED LISTENING
SYSTEM

AD03-02

3434 Truxton Avenue Suite 240
Bakersfield, California 93301
tel|661.327.1690 fax|661.327.7204
web|www.aparchitects.net



07.11.24 ADDENDUM 03

07.11.24 14:25



CAMPUS HVAC SYSTEM UPGRADE

Pioneer Elementary School
4404 Pioneer Drive, Bakersfield, CA 93306
Bakersfield City School District

PROJECT INFO

Project No	566-0017
Drawn By	sh
Checked By	pf
Date	07.11.24

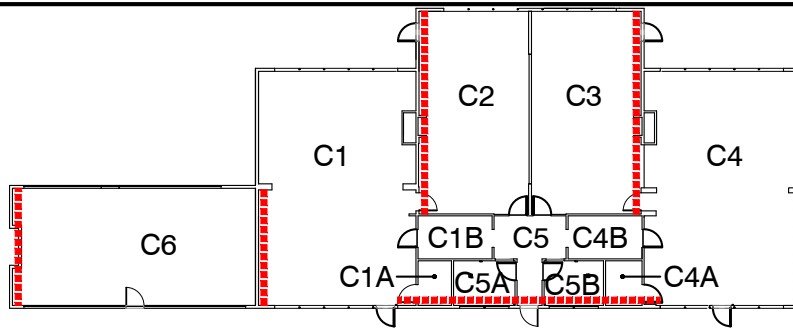
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No	Date	Item
ADD-03	07.11.24	A8.01

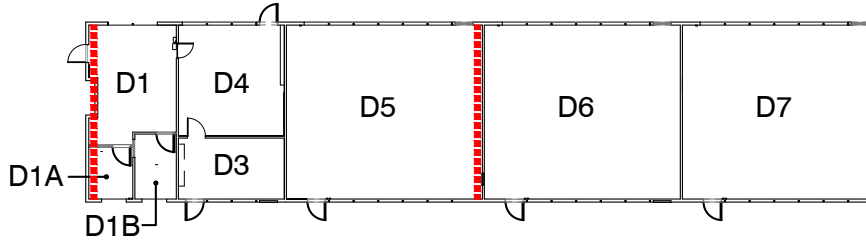
DETAIL 11

AD03-03

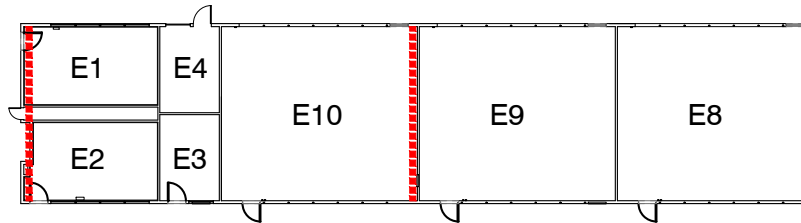
BLDG C



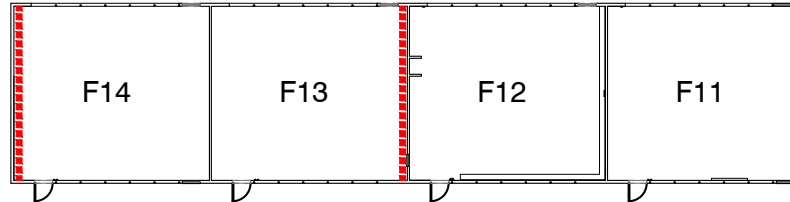
BLDG D



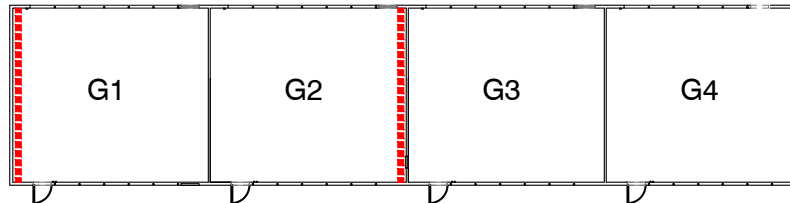
BLDG E



BLDG F



BLDG G



..... IDENTIFIES LOCATION OF WALL WITH 1" DIAGONAL SHEATHING W/ 1X3 VERT STRIPPING W/ EX LATH AND PLASTER FINISH.

07.12.24 09:27



CAMPUS HVAC SYSTEM UPGRADE

Pioneer Elementary School
4404 Pioneer Drive, Bakersfield, CA 93306
Bakersfield City School District

PROJECT INFO

Project No	566-0017
Drawn By	sh
Checked By	pf
Date	07.11.24

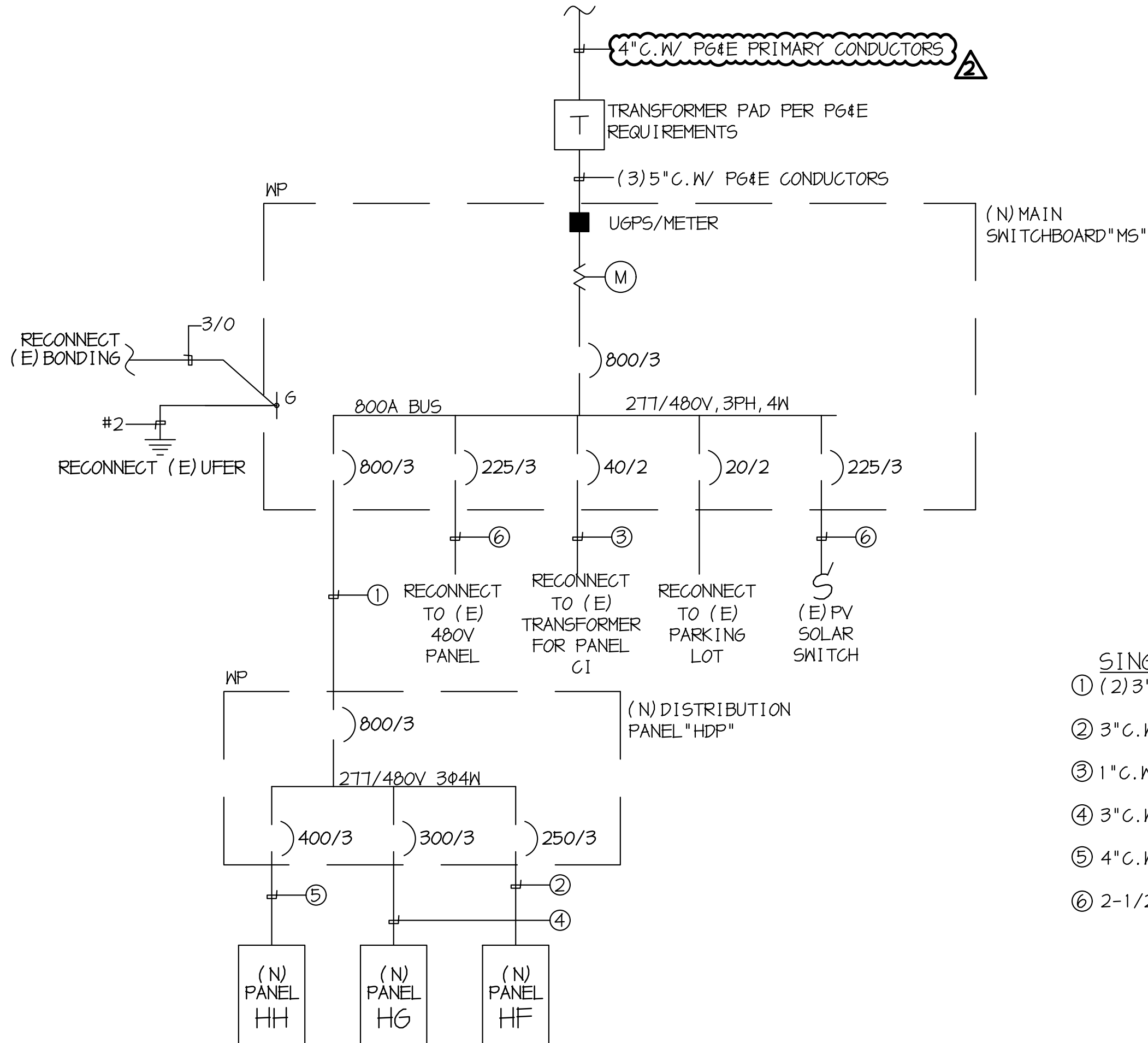
NOTES

No	Date	Item
ADD-03	07.11.24	DRAWING SET

EXISTING SHEER WALL
LOCATIONS

AD03-04

3434 Truxton Avenue Suite 240
Bakersfield, California 93301
tel|661.327.1690 fax|661.327.7204
web|www.aparchitects.net



SINGLE LINE NOTES

- ① (2) 3" C.W/ 4#500KCMIL, 1#16ND
- ② 3" C.W/ 4#250KCMIL
- ③ 1" C.W/ 3#8, 1#10GND
- ④ 3" C.W/ 4#350KCMIL, 1#4GND
- ⑤ 4" C.W/ 4#500KCMIL, 1#36ND
- ⑥ 2-1/2" C.W/ 4#4/0, 1#4GND

SINGLE LINE DIAGRAM

A

PROJECT INFO

Project No	566-0017
Drawn By	jnp
Checked By	
Date	07.11.24

NOTES

No	Date	Item
ADD-03	07.11.24	E-000

Scale: $\frac{3}{8}" = 1'-0"$

Scale: $\frac{3}{8}" = 1'-0"$

Scale: $3/8" = 1'-0"$

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Scale: 3/8" = 1'-0"

Scale: 3/8" = 1'-0"

Scale: $3/8" = 1'-0"$

GENERAL NOTES

1. SEE SCHEDULES ON SHEET A2.00 FOR ADDITIONAL INFO/REQS.
2.  SEE ACCESSORY SCHEDULE ON SHEET A2.00.
3. SEE SHEET A8.00 FOR REQUIRED ACCESSIBLE MOUNTING AND LOCATION REQUIREMENTS REGARDING PLUMBING FIXTURES AND ACCESSORIES.
4. SEE SPECIFICATION SECTION "CERAMIC TILING" FOR PRODUCT AND LOCATION INFORMATION FOR METAL STRIPS AT TILE INTERSECTIONS.
5. AT EXISTING RESTROOM TILE PATCH AS REQUIRED.

TYPICAL DETAILS

24-01	ACCESSIBLE REFERRING FOUNTAIN REFERENCE	41-00	ACCESSIBLE TOILET STALL REFERENCE
24-02	ACCESSIBLE URINAL REFERENCE	46-00	ACCESSIBLE COUNTER SINK CABINET REFERENCE
25-00	NON ACCESSIBLE TOILET REFERENCE	25-00	TYPICAL CABINET MOUNTING
25-01	ACCESSORY MOUNTING HEIGHTS	15-00	DOOR SIGN INSTALLATION
26-00	WOOD BACKING	36-00	RECESS MOUNTING BACKIN (W/O STUD)
25-02	SEMI-AMBULATORY TOILET REFERENCE	34-00	ACCESSIBLE COUNTER LAVREFERENCE
12-00	SOLID POLYMER COUNTER	E-005	INSTRUCTIONAL WALL ADDITIONAL INFORMATION

INTERIOR ELEVATION KEYNOTES

- | | | |
|-----|---|-------------|
| 07 | CABINETRY - SEE INT ELEVS FOR ADDIT INFO | 26
X8 00 |
| 08 | COUNTER MTD SINK AND FAUCET - SEE PLBG SHTS FOR ADDIT INFO | 16
X8 00 |
| 09 | WALL MTD SINK AND FAUCET - SEE PLBG SHTS FOR ADDIT INFO | 11
X8 00 |
| 10 | WALL MTD URINAL AND FLUSH VALVE - SEE PLBG SHTS FOR ADDIT INFO | 21
X8 00 |
| 11 | INSTANT HOT WATER HEATER - SEE PLUMBING SHEETS FROM ADDITIONAL INFORMATION | 41
X8 00 |
| 12 | FLR MTD WATER CLOSET AND FLUSH VALVE - SEE PLBG SHTS FOR ADDIT INFO | 41
X8 00 |
| 13 | FLR DRAIN - SEE PLBG SHTS FOR ADDIT INFO | |
| 14 | DUAL (HIGH/LOW) DRINKING FOUNTAIN/BOTTLE FILLER - SEE PLBG SHTS FOR ADDIT INFO | 24
X8 00 |
| 15 | SOLID POLYMER COUNTER | 15
X8 00 |
| 16 | PROVIDE POWER TO NEW ELECTRIC HAND DRYER LOCATION. | |
| 17 | NOT USED | |
| 18 | NOT USED | |
| 19 | NOT USED | |
| 20 | ALUM WINDOW SYSTEM - SEE WINDOW SCHEDULE FOR ADDIT INFO | |
| 21 | NOT USED | |
| 22 | NOT USED | |
| 23 | CONC SLAB INFALL AT UTILITY TRENCH | 50
X8 00 |
| 24 | NOT USED | SIM |
| 25 | EXISTING FLOOR MOUNTED TOILET WITH TOILET SET AT +17" AND TOUCHLESS FLUSH VALVE | |
| 26 | EXISTING WALL MOUNTED URINAL WITH RIM AT +17" AND TOUCHLESS FLUSH VALVE | |
| 27 | NOT USED | |
| 28 | NOT USED | |
| 29 | NOT USED | |
| 30 | NOT USED | |
| 31 | NOT USED | |
| 32 | NOT USED | |
| 33 | NOT USED | |
| 34 | NOT USED | |
| 35 | NOT USED | |
| 36 | EXISTING FLOOR MOUNTED PARTITION SYSTEM | |
| 37 | EXISTING ACCESSIBLE DUAL HEIGHT DRINKING FOUNTAIN | |
| 38 | NOT USED | |
| 39 | NOT USED | |
| 40 | NOT USED | |
| 41 | NOT USED | |
| 42 | NOT USED | |
| 43 | NOT USED | |
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| 132 | NOT USED | |
| 133 | NOT USED | |
| 134 | NOT USED | |
| 135 | NOT USED | |
| 136 | NOT USED | |
| 137 | NOT USED | |
| 138 | NOT USED | |
| 139 | NOT USED | |

- ① DOUBLE GANG DEEP MUD RING. LOCATE AT STANDARD HEIGHT. PROVIDE 1" CONDUIT ANCHORED TO FRAMING FROM MUD RING TO ABOVE CEILING. NO HARD CONNECTION AT MUD RING. PROVIDE PULL STRING.
- ② DOUBLE GANG DEEP MUD RING. LOCATE AT STANDARD HEIGHT. PROVIDE 1" CONDUIT ANCHORED TO FRAMING FROM MUD RING TO ABOVE CEILING. NO HARD CONNECTION AT MUD RING. PROVIDE PULL STRING.
- ③ SINGLE GANG DEEP MUD RING. LOCATE AT STANDARD HEIGHT. PROVIDE 1" CONDUIT ANCHORED TO FRAMING FROM MUD RING TO ABOVE CEILING. NO HARD CONNECTION AT MUD RING. PROVIDE PULL STRING.
- ④ WALL MOUNTED SURGE PROTECTED QUADPLEX OUTLET. LOCATE AT STANDARD WALL OUTLET HEIGHT.
- ⑤ REMOVE AND REPLACE EFC PWD WALL SW AS REQUIRED TO MATCH EFC WALL PLATE. COORD. WITH ELEC. BOXES
- ⑥ REMOVE EX W/ TRM AS REQUIRED TO INSTALL VTS WALL FIN. (REMOVE EX WTS VTS FIN WH OCCURS)
- ⑦ PWD SHTS TO MATCH EX
- ⑧ VTS OVER PLASTER FINISH TO MATCH EX
- ⑨ REMOVE AND REPLACE EX PLASTER WALL FINISH AS REQUIRED TO MATCH EX PLASTER. COORD. WITH ELEC. BOXES
- ⑩ REMOVE AND REPLACE EX PLASTER WALL FINISH AS REQUIRED TO MATCH EX PLASTER. COORD. WITH ELEC. BOXES
- ⑪ REMOVE AND REPLACE EX PLASTER WALL FINISH AS REQUIRED TO RELOCATE ELEC. ELEC. AND COMMUNICATION CONDUITS AND BOXES
- ⑫ CUSTOM W/ W/ MD MAGNETIC TOUCH LATCH - NO TOE KICK OR SELF - VERIFY WITH OWNERS EQUIPMENT (FOR WIDTH AND DEPTH)



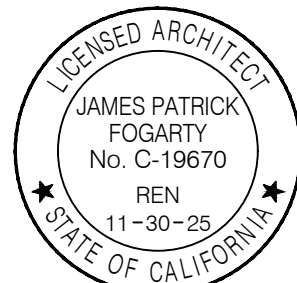
3434 Truxtun Avenue . Suite 240
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tel|661.327.1690 fax|661.327.7204
web|www.aparchitects.net

CAMPUS HVAC SYSTEM UPGRADE

Pioneer
Elementary School

4404 Pioneer Dr. Bakersfield, CA. 93306
Bakersfield City School District

ARCHITECT



JAMES PATRICK FOGARTY, AIA
ARCHITECT C-19670

CONSULTANT

PROJECT INFO

Project No	566-0017
Date	09.29.23
DSA File No	15-6
DSA No	03-122641

REVISIONS

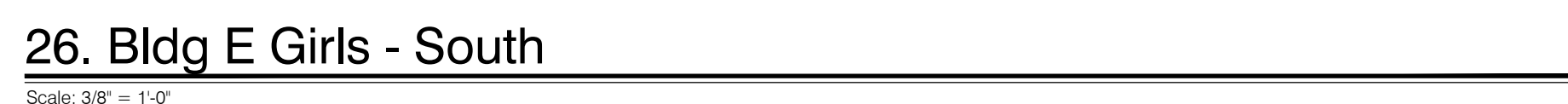
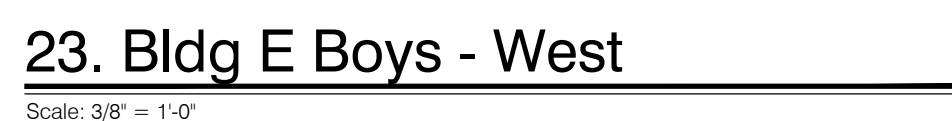
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INTERIOR ELEVATIONS

A6.00



1. SEE SCHEDULES ON SHEET A2.00 FOR ADDITIONAL INFO/REQS.
2. **#** SEE ACCESSORY SCHEDULE ON SHT A2.00.
3. SEE SHEET A8.00 FOR REQUIRED ACCESSIBLE MOUNTING AND LOCATION REQUIREMENTS REGARDING PLUMBING FIXTURES AND ACCESSORIES.
4. SEE SPECIFICATION SECTION "CERAMIC TILING" FOR PRODUCT AND LOCATION INFORMATION FOR METAL STRIPS AT TILE INTERSECTIONS.
5. AT EXISTING RESTROOM TILE PATCH AS REQUIRED.

24 A8.00	ACCESSIBLE DRINKING FOUNTAIN REFERENCE	41 A8.00	ACCESSIBLE TOILET STALL REFERENCE
21 A8.00	ACCESSIBLE URINAL REFERENCE	16 A8.00	ACCESSIBLE COUNTER SINK CABINET REFERENCE
52 A8.00	NON ACCESSIBLE TOILET REFERENCE	25 A8.00	TYPICAL CABINET MOUNTING
22 A8.00	ACCESSORY MOUNTING HEIGHTS	15 A8.00	DOOR SIGN INSTALLATION
36 A8.00	WOOD BACKING	36 A8.00	RECESS MOUNTING BACKIN (WOOD STUD)
55 A8.00	SEMI-AMBULATORY TOILET REFERENCE	24 A8.00	ACCESSIBLE COUNTER (LAWRENCE)
12 A8.00	SOLID POLYMER COUNTER	D-000000	INSTRUCTIONAL WALL ADDITIONAL INFORMATION

071	CABINETRY - SEE INT ELEVLS FOR ADDIT INFO	25 R8.00
072	COUNTER MTD SINK AND FAUCET - SEE PLBG SHTS FOR ADDIT INFO	16 R8.00
073	WALL MTD SINK AND FAUCET - SEE PLBG SHTS FOR ADDIT INFO	11 R8.00
074	WALL MTD URINAL AND FLUSH VALVE - SEE PLBG SHTS FOR ADDIT INFO	21 R8.00
075	INSTANT HOT WATER HEATER - SEE PLUMBING SHEETS FOR ADDITIONAL INFORMATION	41 R8.00
076	FLR MTD WATER CLOSET AND FLUSH VALVE - SEE PLBG SHTS FOR ADDIT INFO	41 R8.00
077	FLR DRAIN - SEE PLBG SHTS FOR ADDIT INFO	
078	DUAL (HIGH-LOW) DRINKING FOUNTAIN/BOTTLE FILLER - SEE PLBG SHTS FOR ADDIT INFO	24 R8.00
079	SOLID POLYMER COUNTER	10 R8.00
080	PROVIDE POWER TO NEW ELECTRIC HAND DRYER LOCATION.	
11	NOT USED	
12	NOT USED	
13	NOT USED	
14	NOT USED	
15	ALUM WINDOW SYSTEM - SEE WINDOW SCHEDULE FOR ADDIT INFO	
16	NOT USED	

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**Pioneer
Elementary School**
4404 Pioneer Dr. Bakersfield, CA.
Bakersfield City School Dis.

JAMES PATRICK FOGARTY,
ARCHITECT C-19670

PROJECT INFO

Project No	566-0017
Date	09.29.23
DSA File No	15-6
DSA No	03-122641

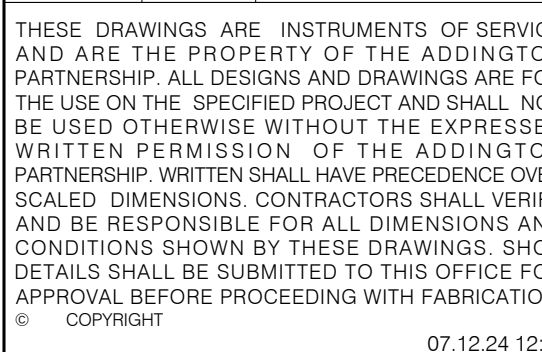
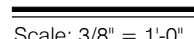
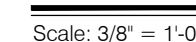
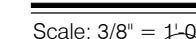
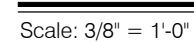
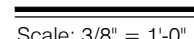
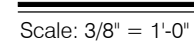
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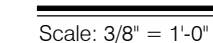
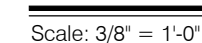
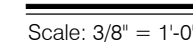
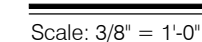
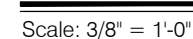
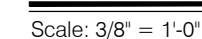
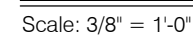
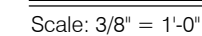
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INTERIOR ELEVATIONS

A6.01

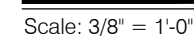
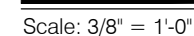
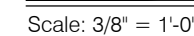
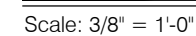
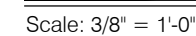
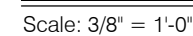
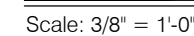
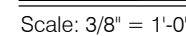
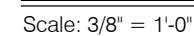
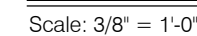
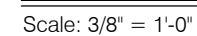
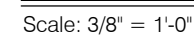


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A6.03

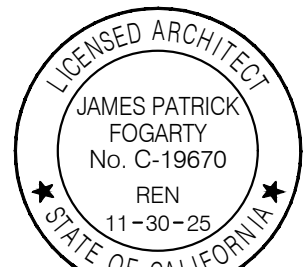
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CAMPUS HVAC SYSTEM UPGRADE

Pioneer
Elementary School

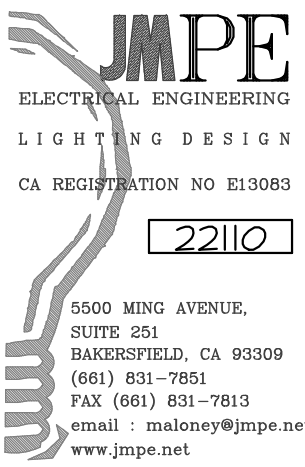
4404 Pioneer Dr. Bakersfield, CA 93306
Bakersfield City School District

ARCHITECT



JAMES PATRICK FOGARTY, AIA
ARCHITECT C-19670

CONSULTANT



PROJECT INFO

Project No	506-0017
Date	09.29.23
DSA File No	15-6
DSA No	03-122641

REVISIONS

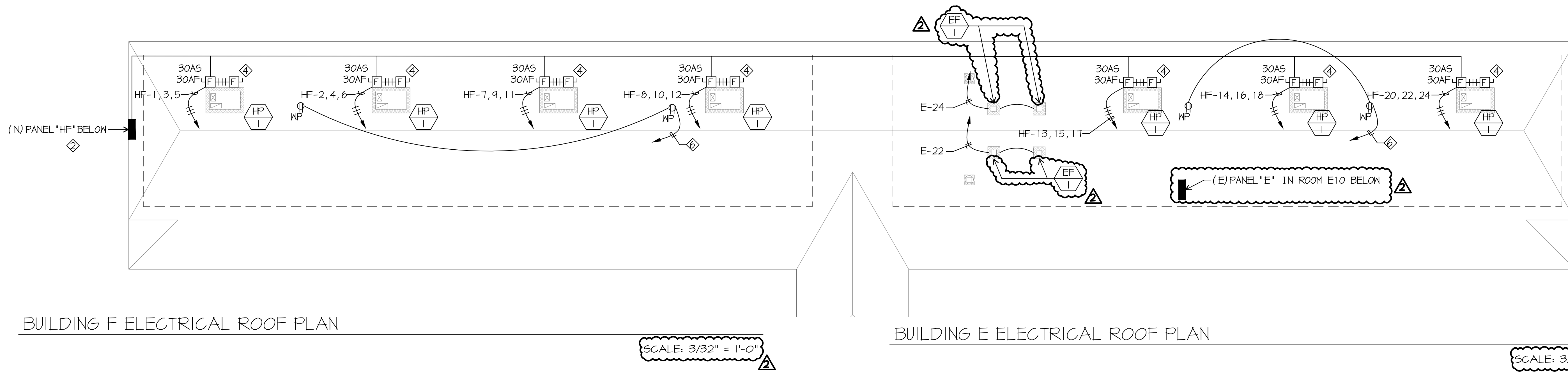
No	Date	Item
1	01.04.24	PV CONNECTION
2	07.08.24	ADDENDA 03

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E-304

BUILDING D-G
ELECTRICAL ROOF
PLAN

- ELECTRICAL NOTES**
- ◇ CONNECT UNIT TO OLD VENTILATOR CIRCUIT. REPLACE EXISTING BREAKER WITH NEW 30A 2P BREAKER.
 - ◇ PANEL TO BE INSTALLED WITH NEMA 3R LOCKABLE COVER.
 - ◇ CONNECT TO OLD VENTILATOR CIRCUIT. REMOVE VENTILATOR BREAKER REPLACE WITH 20A 1P BREAKER.
 - ◇ 30AS, 15AF, 3P, NP CONNECT POWER EXHAUST
 - ◇ EXISTING ROOF RECEPTACLES TOP REMAIN
 - ◇ CONNECT TO EXISTING ROOF RECEPTACLE CIRCUIT.

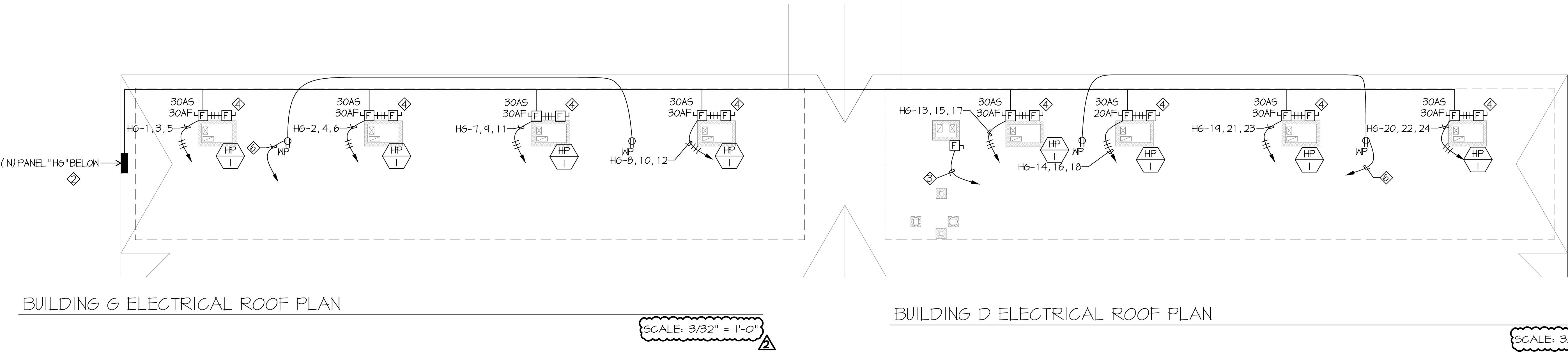


BUILDING F ELECTRICAL ROOF PLAN

SCALE: 3/32" = 1'-0"

BUILDING E ELECTRICAL ROOF PLAN

SCALE: 3/32" = 1'-0"



BUILDING G ELECTRICAL ROOF PLAN

SCALE: 3/32" = 1'-0"

BUILDING D ELECTRICAL ROOF PLAN

SCALE: 3/32" = 1'-0"

PROVOST & PRITCHARD CONSULTING

455 W. Fir Avenue
Clovis, California 93611
(559) 449-2700 - Office

PROJECT NO. _____

DATE 6/24/2024**CALIBRATION CHECK TEST RESULTS**

TBA FORM #7

Address / Unit No. Pioneer Elementary School
4404 Pioneer Drive
Bakersfield, California

Name of Inspector Troy Brooks

Device SciAps Lead Detector

XRF Serial No. 2052

Calibration Check Tolerance Used 0.8 - 1.2**First Calibration Check**

Calibration Acceptable Range: 0.80 - 1.20 µg/cm ²			First Average	Result
First Reading	Second Reading	Third Reading		
1.07	1.06	.99	1.06	Pass

Second Calibration Check

Calibration Acceptable Range: 0.80 - 1.20 µg/cm ²			First Average	Result
First Reading	Second Reading	Third Reading		
1.09	1.02	1.05	1.02	Pass

Third Calibration Check

Calibration Acceptable Range: 0.80 - 1.20 µg/cm ²			First Average	Result
First Reading	Second Reading	Third Reading		

Fourth Calibration Check

Calibration Acceptable Range: 0.80 - 1.20 µg/cm ²			First Average	Result
First Reading	Second Reading	Third Reading		

* If the average of the three (3) Calibration readings is outside the specified range, consult the manufacturer's recommendations to bring the instrument back into control. Retest all testing combinations tested since the last successful Calibration Check test.

LEAD-BASED PAINT INSPECTION POSITIVE RESULTS

Site: Pioneer Elementary School
4404 Pioneer Drive
Bakersfield, California

Job No.

Prepared for: Bakersfield City School District

Date: June 24, 2024

No.	Lead Lvl	± Prec	Results	Sec	Date/Time	Room	Side	Component	Substrate	Condition	Color
5	3.79	0.16	Positive	3.00	6/24/2024 22:18	K3	Ceiling	Beam	Steel	Intact	Orange
6	4.65	0.18	Positive	3.00	6/24/2024 22:19	K3	Ceiling	Beam	Steel	Intact	Orange
7	3.11	0.14	Positive	3.00	6/24/2024 22:23	5	Ceiling	Beam	Steel	Intact	Orange
8	2.84	0.13	Positive	3.00	6/24/2024 22:26	7	Ceiling	Beam	Steel	Intact	Orange
9	4.76	0.18	Positive	3.00	6/24/2024 22:29	4	Ceiling	Beam	Steel	Intact	Orange
10	4.05	0.16	Positive	3.00	6/24/2024 22:32	3	Ceiling	Beam	Steel	Intact	Orange
11	2.73	0.13	Positive	3.00	6/24/2024 22:35	10	Ceiling	Beam	Steel	Intact	Orange
12	4.19	0.17	Positive	3.00	6/24/2024 22:37	8	Ceiling	Beam	Steel	Intact	Orange
13	4.42	0.17	Positive	3.00	6/24/2024 22:40	12	Ceiling	Beam	Steel	Intact	Orange

* Indications as to Positive or Negative are based on comparison to 1.0 mg/cm².
 Cal/OSHA regulates operations which disturb lead in any detectable amount.
 Refer to the enclosed Cal/OSHA Regulation 8 CCR 1532.1 for requirements.

LEAD-BASED PAINT INSPECTION

ALL READINGS

Site: Pioneer Elementary School
4404 Pioneer Drive
Bakersfield, California

Project No. Pending

Prepared for: Bakersfield City School District

Date: June 24, 2024

No.	Lead Lvl	± Prec	Results	Sec	Date/Time	Room	Side	Component	Substrate	Condition	Color
1	1.07	0.04	Positive	3.00	6/24/2024 22:13			CALIBRATION - FRONT			
2	1.06	0.03	Positive	3.00	6/24/2024 22:13			CALIBRATION - FRONT			
3	0.99	0.03	Positive	3.00	6/24/2024 22:13			CALIBRATION - FRONT			
5	3.79	0.16	Positive	3.00	6/24/2024 22:18	K3	Ceiling	Beam	Steel	Intact	Orange
6	4.65	0.18	Positive	3.00	6/24/2024 22:19	K3	Ceiling	Beam	Steel	Intact	Orange
7	3.11	0.14	Positive	3.00	6/24/2024 22:23	5	Ceiling	Beam	Steel	Intact	Orange
8	2.84	0.13	Positive	3.00	6/24/2024 22:26	7	Ceiling	Beam	Steel	Intact	Orange
9	4.76	0.18	Positive	3.00	6/24/2024 22:29	4	Ceiling	Beam	Steel	Intact	Orange
10	4.05	0.16	Positive	3.00	6/24/2024 22:32	3	Ceiling	Beam	Steel	Intact	Orange
11	2.73	0.13	Positive	3.00	6/24/2024 22:35	10	Ceiling	Beam	Steel	Intact	Orange
12	4.19	0.17	Positive	3.00	6/24/2024 22:37	8	Ceiling	Beam	Steel	Intact	Orange
13	4.42	0.17	Positive	3.00	6/24/2024 22:40	12	Ceiling	Beam	Steel	Intact	Orange
14	1.09	0.03	Positive	3.00	6/24/2024 22:49			CALIBRATION - BACK			
15	1.02	0.03	Positive	3.00	6/24/2024 22:49			CALIBRATION - BACK			
16	1.05	0.03	Positive	3.00	6/24/2024 22:49			CALIBRATION - BACK			

* Indications as to Positive or Negative are based on comparison to 1.0 mg/cm².
Cal/OSHA regulates operations which disturb lead in any detectable amount.
Refer to the enclosed Cal/OSHA Regulation 8 CCR 1532.1 for requirements.

RFI LOG

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
Pre-Bid_043	Joint Sealant Warranty	Closed		None	Jannino, Joe (S.C...	07/10/2024	Joe Jannino	07/17/2024	07/11/24					
	<p>Q: Joe Jannino Sent Wed Jul 10, 2024 at 04:06 pm PDT Spec Section 017700 Project Closeout (page 20) states that the Joint Sealant Installer and Manufacturer warranty is to be 5 years. Is a 2 year warranty acceptable?</p> <p>A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 10:02 am PDT New response: Installer warranty length will be revised via Addenda 03.</p>													
Pre-Bid_042	Bldg H Lighting	Closed		None	Hunter, Stephanie...	07/10/2024	Joe Jannino	07/17/2024	07/11/24					
	<p>Q: Joe Jannino Sent Wed Jul 10, 2024 at 02:16 pm PDT Bathrooms H1 & H2: are those fixtures existing to remain or new?</p> <p>A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 12:45 pm PDT Clarification will be included in Addenda 03.</p>													
Pre-Bid_041	Bldg. C Lighting	Closed		None	Hunter, Stephanie...	07/10/2024	Joe Jannino	07/17/2024	07/11/24					
	<p>Q: Joe Jannino Sent Wed Jul 10, 2024 at 02:14 pm PDT E-500, Classroom Bldg. C: Electrical Notes call for the fixtures to be removed in Classrooms K1 and K4. However, per sheet E501, Lighting Note 1 states for the fixtures to remain in those same classrooms. Please clarify the fixtures in Classrooms K1 and K4 are to be new.</p> <p>A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 12:46 pm PDT Keynotes will be corrected via Addenda 03.</p>													
Pre-Bid_040	Builders Risk Insurance	Closed		None	Jannino, Joe (S.C...	07/09/2024	Joe Jannino	07/16/2024	07/09/24					
	<p>Q: Joe Jannino Sent Tue Jul 9, 2024 at 03:17 pm PDT The General Conditions 00 72 13-3 part 13.1.8 shows Builders Risk Insurance. Are all Prime Contractors required to carry Builders Risk Insurance?</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 03:36 pm PDT Additionally, the Prime Contractor is not responsible for Pollution Liability.</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 03:18 pm PDT The Prime Contractor is not responsible for the Builders Risk Insurance. General Conditions 00 72 13 will be revised in Addendum 03.</p>													
Pre-Bid_039	Main Switchboard Location	Closed		None	Hunter, Stephanie...	07/09/2024	Joe Jannino	07/16/2024	07/12/24					
	<p>Q: Joe Jannino Sent Tue Jul 9, 2024 at 10:24 am PDT Will the new Main Switchboard be located as shown on E-300 or as shown on A1.00?</p> <p>A: Stephanie Hunter (AP ARCHITECTS) Responded Fri Jul 12, 2024 at 01:06 pm PDT Clarified via Addendum 03.</p>													
Pre-	MSD Demo Responsibility	Closed		None	Jannino, Joe (S.C...	07/09/2024	Joe Jannino	07/16/2024	07/09/24					

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Bid_038														
<p>Q: Joe Jannino Sent Tue Jul 9, 2024 at 10:22 am PDT Will the Electrical Contractor be required to demo the existing Main Switchboard?</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 04:25 pm PDT Bid Package 01 Selective Demolition & Abatement is responsible for the demolition of the main switchboard. Bid Package 14 Electrical & Fire Alarm is responsible safe-off and coordination.</p>														
Pre-Bid_037	Typical Classroom Electrical	Closed		None	Hunter, Stephanie...	07/09/2024	Joe Jannino	07/16/2024	07/12/24					
<p>Q: Joe Jannino Sent Tue Jul 9, 2024 at 10:20 am PDT E-005 Typical Classroom Detail references work to be done in typical classroom but is not referenced anywhere else on the plans. Will the Electrical Contractor be doing this work in every classroom or none of them?</p> <p>A: Stephanie Hunter (AP ARCHITECTS) Responded Fri Jul 12, 2024 at 12:56 pm PDT Detail reference added to A6.00, A6.01, A6.02, A6.03 and A6.03 typical details list.</p>														
Pre-Bid_036	Flooring Questions	Closed		None	Hunter, Stephanie...	07/09/2024	Joe Jannino	07/16/2024	07/11/24					
<p>Joe Jannino Sent Tue Jul 9, 2024 at 09:47 am PDT See questions below regarding the flooring scope of work:</p> <p>1) Spec 096813: flooring spec dropped in 2009.</p> <p>2) Provide spec for walk-off mat</p> <p>3) No field carpet shown; provide per BCSD spec</p> <p>4) Spec 096513: regarding the 4" base outside corners, revise per BCSD spec</p> <p>Q: 5) Spec 018000: CM/BCSD is supplying dumpsters. Please revise/clarify.</p> <p>6) Is asbestos/lead 2 hour awareness training required?</p> <p>7) Per A2.11: no walk-off matt is shown; please provide per BCSD standard.</p> <p>8) Per A2.10: demo VCT and install what in it's place? A2.00 shows exposed concrete with sheet vinyl cove? Please clarify.</p> <p>9) Per A2.20: plan shows VCT. Please provide spec for VCT.</p> <p>10) Per A2.21: No walk-off matt shown. Please revise.</p> <p>Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 01:21 pm PDT</p> <p>1) Spec 096813 will be revised via Addenda 03.</p> <p>2) Carpet spec to be updated via Addenda 03.</p> <p>A: 3) New carpet to be provided as noted in the Finish Schedule. Walk-off vs field will be clarified via Addenda 03.</p> <p>4) Wall base outside corners to be per spec.</p>														

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	<p>7) Walk off carpet will be address via Addenda 03.</p> <p>8) Per conversation with Brian at Metro comment related the Rooms C5A and C5B. Finish schedule to be updated via Addenda 03.</p> <p>9) VCT specification to be provided with Addenda 03.</p> <p>10) Walk-off mats will be addressed via Addenda 03.</p>													
	<p>Joe Jannino (S.C. Anderson, Inc.) Responded Wed Jul 10, 2024 at 11:12 am PDT</p> <p>A: 5) No dumpsters will be supplied by the CM/BCSD. The Contractor is responsible for the removal of their own debris / waste from the construction site as per 018000, 3.2, A.</p> <p>6) Refer to revised 00 21 13.00 Standard Project Requirements in Addendum 03.</p>													
Pre-Bid_035	Fire Alarm Substitution Request	Closed		None	Hunter, Stephanie...	07/05/2024	Joe Jannino	07/12/2024	07/12/24					
	<p>Joe Jannino Sent Fri Jul 5, 2024 at 12:47 pm PDT</p> <p>Q: Requesting to use the approved District standard substitution of Hochiki America Fire Alarm System. Please see attached Substitution Form. Substitution Listings Pioneer Elementary School (1).pdf</p>													
	<p>A: Stephanie Hunter (AP ARCHITECTS) Responded Fri Jul 12, 2024 at 01:29 pm PDT</p> <p>The Substitution Request has not been accepted by the Owner or Electrical Engineer.</p>													
Pre-Bid_034	Mortar Bed Patch	Closed		None	Jannino, Joe (S.C...	07/05/2024	Joe Jannino	07/12/2024	07/09/24					
	<p>Joe Jannino Sent Fri Jul 5, 2024 at 11:44 am PDT</p> <p>Q: From the job walk, it is evident that there is a mortar bed in the walls of restrooms E1 Boys, E2 Girls, H1 Boys, and H2 Could you please confirm who will be responsible for patching the scratch and metal lath work in these walls: the plastering contractor or the tile contractor?</p>													
	<p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 04:11 pm PDT</p> <p>Bid Package 07 Cement Plaster is responsible for the scratch and metal lath work at the wall tile mortar bed patching.</p>													
Pre-Bid_033	Tile Mortar Bed	Closed		None	Hunter, Stephanie... Jannino, Joe (S.C...	07/05/2024	Joe Jannino	07/12/2024	07/11/24					
	<p>Joe Jannino Sent Fri Jul 5, 2024 at 11:36 am PDT</p> <p>Q: Could you please confirm if there is any mortar bed in floor and walls of Restrooms D1A & D1B?</p> <p>If there is a mortar bed required for D1A & D1B Restrooms, please confirm who is responsible for providing the scratch and metal lath for the walls: the plastering contractor or the tiling contractor?</p>													
	<p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Thu Jul 11, 2024 at 10:00 am PDT</p> <p>Bid Package 07 Cement Plaster & Drywall is responsible for the scratch and metal lath.</p>													
	<p>A: Stephanie Hunter (AP ARCHITECTS) Responded Wed Jul 10, 2024 at 02:47 pm PDT</p> <p>Floor and wall tile in Rooms D1A and D1B to be installed per referenced details.</p>													
Pre-Bid_032	Wall Tile Patch	Closed		None	Hunter, Stephanie...	07/05/2024	Joe Jannino	07/12/2024	07/11/24					
	<p>Joe Jannino Sent Fri Jul 5, 2024 at 11:35 am PDT</p> <p>Q: According to Room Finish Schedule A2.00, there is no mention of wall tile work for Building E restrooms E1 Boys & E2 Girls. However, Interior Elevation A6.01 and Enlarged Floor Plan A2.22 indicate tile patch work in these areas.</p>													

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<p>Can you please confirm if this tile patch work is included in the base bid for these restrooms and if so, how are we to quantify the patch work?</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Thu Jul 11, 2024 at 09:58 am PDT Tile patch work is to be included in the base bid utilizing the added allowance as part of Bid Package 08 Ceramic Tiling.</p> <p>Stephanie Hunter (AP ARCHITECTS) Responded Wed Jul 10, 2024 at 04:20 pm PDT A: Joe: Please address the scoping portion of this question.</p> <p>The GENERAL FLOOR PLAN NOTES on Sheets A2.20, A2.21 and A2.22 address the requirement to patch walls and floors.</p>														
Pre-Bid_031	Wall Tile at Rooms H2 and H1	Closed		None	Hunter, Stephanie...	07/05/2024	Joe Jannino	07/12/2024	07/11/24					
<p>Q: Joe Jannino Sent Fri Jul 5, 2024 at 11:34 am PDT According to the Partial Demo Floor Plan A2.12, Restrooms H2 Girls and H1 Boys in Building H show removal of some toilet. Additionally, Interior Elevations A6.01 and A6.02 depict wall tiles in these restrooms. However, the Room Finish Schedule A2.00 does not specify any work for Building H. Please clarify.</p> <p>A: Stephanie Hunter (AP ARCHITECTS) Responded Wed Jul 10, 2024 at 04:13 pm PDT Plumbing fixtures to be removed and relocated as noted. Floors and wall at to be patched to match existing as noted in the General Floor Plan Notes. Finishes for Building H, Rooms H1 and H2 will be added to the finish schedule via Addenda 03.</p>														
Pre-Bid_030	Floor Adhesive Removal Responsibility	Closed		None	Jannino, Joe (S.C...	07/05/2024	Joe Jannino	07/12/2024	07/09/24					
<p>Q: Joe Jannino Sent Fri Jul 5, 2024 at 11:28 am PDT Could you please advise whether the responsibility for removing the adhesives of the existing carpet, Sheet Vinyl and VCT on the floor slabs in Buildings B, D, E, F, and G lies with the floor demolition contractor or the flooring contractor?</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 03:59 pm PDT Bid Package 01 Selective Demolition & Abatement is responsible for the removal of all floor adhesives.</p>														
Pre-Bid_029	Wall Tile	Closed		None	Hunter, Stephanie...	07/05/2024	Joe Jannino	07/12/2024	07/11/24					
<p>Q: Joe Jannino Sent Fri Jul 5, 2024 at 11:27 am PDT According to the Room finish schedules on A2.00, there is no wall tile work mentioned for Building D Restrooms (Room Nos. D1A and D1B). However, Interior Elevation A6.01 shows wall tile in the Staff Restroom. Could you please confirm if new wall tile work is required throughout the walls in these restrooms? If so, please specify the type of tile we need to The technical specification 093013 specifies Daltile Semi-Gloss 6"x6" And Daltile Fabrique 12"x24". Please advise.</p> <p>A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 08:37 am PDT Architect has verified the tile wainscoting is shown for Rooms D1A and D1B of the finish schedule. Tile type to be as noted on the Floor, Base and Wall types on the Finish Schedule will be updated via Addendum 03 to match the identifiers in Specification Section 093013.</p>														
Pre-Bid_028	Floor Moisture Testing	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/11/24					
<p>Q: Joe Jannino Sent Wed Jul 3, 2024 at 04:46 pm PDT According to Bid Package 10, item 9 mentions moisture testing and pH testing. Is a certified third party required to confirm test results of can the flooring contractor conduct them? Please advise.</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Thu Jul 11, 2024 at 09:55 am PDT Moisture and pH testing is to be performed by a certified third party.</p>														
Pre-Bid_027	Floor Moisture Barrier	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					

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Pre-Bid_026	Floor Tile Spec	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/11/24					
Pre-Bid_025	Building C Floor Finishes	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
Pre-Bid_024	Casework Construction Style	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/12/24					
Pre-Bid_023	BP 11 Painting - Window Frames	Closed		None	Jannino, Joe (S.C....	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
Pre-Bid_022	Window Coverings Responsibility	Closed		None	Jannino, Joe (S.C....	07/03/2024	Joe Jannino	07/10/2024	07/09/24					

#	Subject	Status	Responsible Contractor	Received From	Assignee	Date Initiated	RFI Manager	Due Date	Closed Date	Ball In Court	Location	Schedule Impact	Cost Code	Cost Impact
	Please advise if bid package 1 shall remove and reinstall the window coverings as mentioned in previous RFI.													
	A:	Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 03:48 pm PDT Bid Package 01 Selective Demolition & Abatement is responsible for the removal of the window coverings; no reinstallation of window coverings required.												
Pre-Bid_021	Window Coverings	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
	Q:	Joe Jannino Sent Wed Jul 3, 2024 at 04:10 pm PDT The classroom that was open at the job walk had coverings that appear to be mounted right at the ceiling. These will have to be removed and then reinstalled in order to perform the new ceiling work/painting, etc. They are not noted on the plan. Please confirm they are to be removed and re-installed.												
	A:	Stephanie Hunter (AP ARCHITECTS) Responded Wed Jul 3, 2024 at 04:19 pm PDT 1. Remove window coverings per plan. 2. Per plan there will be no window covers at completion of project.												
Pre-Bid_020	Final Cleaning	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
	Q:	Joe Jannino Sent Wed Jul 3, 2024 at 04:07 pm PDT There does not appear to be a final cleaning bid package. Shall this work be added to bid package 05 and if do, please provide a scope.												
	A:	Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 04:19 pm PDT Final cleaning is not to be included in any Bid Package.												
Pre-Bid_019	Portable Listening Device Responsibility	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/12/24					
	Q:	Joe Jannino Sent Wed Jul 3, 2024 at 01:44 pm PDT It does not appear the portable assisted listening devices are part of any bid package. Shall they be part of Bid Package 05?												
	A:	Joe Jannino (S.C. Anderson, Inc.) Responded Fri Jul 12, 2024 at 10:12 am PDT Portable Assistive Listening Device is assigned to Bid Package 14 Electrical & Fire Alarm.												
Pre-Bid_018	Portable Listening Devices	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/12/24					
	Q:	Joe Jannino Sent Wed Jul 3, 2024 at 01:32 pm PDT There is a portable listening device specification (section 117100) but none are mentioned on the plans. Is one system required for every classroom?												
	A:	Stephanie Hunter (AP ARCHITECTS) Responded Fri Jul 12, 2024 at 08:24 am PDT Directions for rooms to receive Assistive Listening Systems have been added to the drawings via Addendum 03.												
Pre-Bid_017	\$200k Allowance	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
	Q:	Joe Jannino Sent Wed Jul 3, 2024 at 01:28 pm PDT Section 012100 says a \$200k allowance is to be included but does not specify the Bid Package to include that allowance and this amount does not match the allowance amounts specified in various Bid Packages. Please clarify.												
	A:	Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 03:03 pm PDT The \$200k allowance has been deleted. Refer to Addendum 02 dated June 27, 2024, Item 2.3. Allowances are called out per individual Bid Package as part of the '1. Division 0 Bidding Manual' Section 00 21 13.												
Pre-	Visual Display Boards	Closed		None	Hunter,	07/03/2024	Joe Jannino	07/10/2024	07/11/24					

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Bid_016					Stephanie... Jannino, Joe (S.C...									
	<p>Joe Jannino Sent Wed Jul 3, 2024 at 11:59 am PDT Item 55 on the accessory legend A2.00 is for visual display boards. It does not appear there is a specification section provided for visual display boards. Please provide.</p> <p>Q: If these are to be provided by the Contractor, which bid package is responsible for providing?</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Thu Jul 11, 2024 at 09:53 am PDT Bid Package 05 Miscellaneous will be responsible for providing visual display boards.</p> <p>A: Stephanie Hunter (AP ARCHITECTS) Responded Wed Jul 10, 2024 at 02:44 pm PDT Specification section will be included in Addenda 03.</p>													
Pre-Bid_015	012300 Alternate 2	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
	<p>Joe Jannino Sent Wed Jul 3, 2024 at 11:49 am PDT Section 012300 Alternate 2 is to re-roof a building but neither the alternate nor the plans specify which building is to get a complete re-roof. The plans only show the roof patching required. Please advise which building are to be re-roofed.</p> <p>Q:</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 02:59 pm PDT There is no re-roof alternate as part of this project. Refer to Addendum 02 dated June 27, 2024, Item 2.4.</p>													
Pre-Bid_014	Alternates	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
	<p>Joe Jannino Sent Wed Jul 3, 2024 at 11:46 am PDT Please clarify the alternates and update the bid form as the bid form just notes that the alternates are TBD and section 012300 says Alt. 1 is TBD.</p> <p>Q:</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 02:56 pm PDT Refer to Addendum 02 dated June 27, 2024. Alternates have been clarified per Addendum 02, Item 2.4 and Document 00 41 13 Bid Form and Proposal has been revised per Addendum 02, Item 2.1.1</p>													
Pre-Bid_013	CPM Schedule	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
	<p>Joe Jannino Sent Wed Jul 3, 2024 at 11:45 am PDT Please provide the project CPM Schedule.</p> <p>Q:</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 02:53 pm PDT CPM Schedule is provided in Addendum 3.</p>													
Pre-Bid_012	Hardscape Demo Responsibility	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
	<p>Joe Jannino Sent Wed Jul 3, 2024 at 11:44 am PDT Bid Package 01, Item 4 says to perform all site demo but Bid Package 05, Item 31 says to perform all hardscape demo required for the CL Fence. Which package shall perform this demo?</p> <p>Q:</p> <p>A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 02:50 pm PDT Bid Package 05 Miscellaneous to perform the demolition required for the installation of the chain link fence and gate.</p>													
Pre-Bid_011	Roof Demo Layout	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
	<p>Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:41 am PDT</p>													

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Pre-Bid_010	For the roof demo around the HVAC unit, please confirm the HVAC Bid Package will lay out the location of the curb on the roof at each location (and provide a curb as a sample) and the framing will confirm said location so the 2' demolition can be properly performed around that curb.													
	A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 02:40 pm PDT Bid Package 13 HVAC to perform the layout of the roof curb. Bid Package 03 Rough Carpentry to coordinate the opening in the roof structure / sheathing and Bid Package 05 Miscellaneous to coordinate the removal of the existing foam roof system.													
Pre-Bid_010	Roof Demo Responsibility	Closed		None	Jannino, Joe (S.C...	07/03/2024	Joe Jannino	07/10/2024	07/09/24					
Pre-Bid_009	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:37 am PDT Bid Package 01, Item 5 says to perform the roof demo but Bid Package 05, Item 5 also says to perform the roof demo. Which package shall perform the roof demo?													
	A: Joe Jannino (S.C. Anderson, Inc.) Responded Tue Jul 9, 2024 at 02:12 pm PDT Bid Package 05 Miscellaneous is responsible for performing the roof demolition.													
Pre-Bid_009	Missing Panel Location	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/12/24					
Pre-Bid_008	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:35 am PDT Please provide the location of Panel E.													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Fri Jul 12, 2024 at 09:56 am PDT Revised Sheet E-304 will be issued via Addendum 03 showing panel location.													
Pre-Bid_008	Unknown Electrical Symbol Bldg. E	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/11/24					
Pre-Bid_007	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:32 am PDT What is the symbol shown that is hooked up to circuit E-22 and E-24 of Building E on E-304?													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 10:10 am PDT Equipment identification will be clarified via Addenda 03.													
Pre-Bid_007	Incorrect Drawing Scale	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/11/24					
Pre-Bid_006	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:30 am PDT Please confirm scale for E-202 is 1/4" = 1' as the doors are measuring 2 feet wide.													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 12:30 pm PDT Scale will be provided as part of Addenda 03.													
Pre-Bid_006	Unknown Drawing Scale	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/11/24					
Pre-Bid_005	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:28 am PDT Please provide scales for the following sheets: E-100, E-204, E-205, E-206, E-207, E-300, E-301, E-302, and E-304.													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 12:26 pm PDT Scales will be provided via Addenda 03.													
Pre-Bid_005	Unknown Electrical Symbol	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/11/24					

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	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:26 am PDT What is the symbol shown on Building B on E-302 that goes to circuit H-21?													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 09:38 am PDT The identifier "SM ^{WP} " will be clarified via Addenda 03.													
Pre-Bid_004	Conductor Sizes	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/11/24					
	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:24 am PDT E-302 HVAC Unit HP-3 is shown as having 60Amp Disconnect and a 60amp Breaker but calls out the conductors being #10s. Please clarify that #6s will be needed for this installation.													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 09:29 am PDT The conductor size will be revised via Addendum 03.													
Pre-Bid_003	EMT vs Rigid Conduit	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/12/24					
	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:22 am PDT E-005 Detail A shows the conduit on the wall as being both rigid and EMT. Which is required for this installation?													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Fri Jul 12, 2024 at 01:00 pm PDT Clarification added to Addendum 03.													
Pre-Bid_002	Panel Schedule	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/11/24					
	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:16 am PDT Panel HF and Panel HG for HVAC Units say the breaker is a 35amp 3 pole breaker. However, the conductor is called out to be #10s and the disconnects are rated at 30amps. Please clarify this is correct.													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Thu Jul 11, 2024 at 09:21 am PDT Electrical Engineer has verified the call outs are correct. Bid per plans.													
Pre-Bid_001	Single Line Diagram	Closed		None	Hunter, Stephanie...	07/03/2024	Joe Jannino	07/10/2024	07/12/24					
	Q: Joe Jannino Sent Wed Jul 3, 2024 at 11:10 am PDT E000 Single Line Diagram shows (3) 5" for the utility primary of the incoming PG&E feed and (1) 5" for the secondary PG&E feed. However, the PG&E Construction Drawing references these as Utility Primary being (2) 5" conduit runs and Utility Secondary being (1) 4". Please clarify.													
	A: Stephanie Hunter (AP ARCHITECTS) Responded Fri Jul 12, 2024 at 10:46 am PDT Single line diagram will be revised via Addendum 03.													