

**ADDENDUM NO. 3**

**PROJECT: 5525  
March 29, 2024**

**BAKERSFIELD CITY SCHOOL DISTRICT  
WASHINGTON MIDDLE SCHOOL  
HVAC REPLACEMENT  
1101 NOBLE AVE  
BAKERSFIELD, CA 93305**

**DSA APP# 03-122490**



This Addendum and Addendum drawings form a part of the Contract Documents. It modifies the original Project Manual and Drawings. Bidders are required to acknowledge receipt of this Addendum in the space provided in the Bid Form. Failure to acknowledge receipt of each addendum may subject bidder to disqualification.

## **DIVISION 0 Bidding Manual**

1. **00 01 20 LIST OF SCHEDULES:**
  - a. Schedule dated 3.29.24 has been added.
  
2. **00 21 13 INSTRUCTIONS TO BIDDERS:**
  - a. The following bid packages have been updated with all changes shown in red. Replace the following Bid Packages in their entirety with those attached:
    - i. 00 21 13.00 BP00 Standard Project Requirements – Addendum No. 3
    - ii. 00 21 13.01 BP01 Selective Demolition & Abatement – Addendum No. 3
    - iii. 00 21 13.02 BP02 Rough Carpentry – Addendum No. 3
    - iv. 00 21 13.03 BP03 Miscellaneous – Addendum No. 3
    - v. 00 21 13.05 BP05 Acoustical Ceilings – Addendum No. 3
    - vi. 00 21 13.06 BP06 Floor Covering – Addendum No. 3
    - vii. 00 21 13.07 BP07 Painting – Addendum No. 3
    - viii. 00 21 13.08 BP08 Mechanical – Addendum No. 3
    - ix. 00 21 13.09 BP09 Electrical & Fire Alarm – Addendum No. 3
  
3. **00 51 00 NOTICE OF AWARD:**
  - a. Notice of Award has been modified to state that plans will be provided electronically; no physical copies will be provided to the Contractor.
  
4. **00 72 13 GENERAL CONDITIONS:**
  - a. Sections 13.1.15 Builder's Risk Insurance and 13.1.16 Pollution Liability Insurance have been deleted. These sections do not apply to this contract.

## **GENERAL**

- 2-01 **SC ANDERSON'S PHASING PLAN:** This plan is intended to show the proposed contained laydown areas for Contractor's use. Materials, supplies, dumpsters, etc. can be stored within each Phase's fenced area.

## **PROJECT MANUAL**

- 2-02 **PROJECT MANUAL, SPECIFICATION SECTION 017419 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL:** Add specification section 017419 in its entirety.
- 2-03 **PROJECT MANUAL, SPECIFICATION SECTION 075713 – SPRAYED FOAM ROOFING SYSTEM:** Add specification section 075713 in its entirety.

- 2-04 **PROJECT MANUAL, SPECIFICATION SECTION 092400 - CEMENT PLASTERING:** Add specification section 092400 in its entirety.
- 2-05 **PROJECT MANUAL, SPECIFICATION SECTION 096513 – RESILIENT BASE AND ACCESSORIES:** Add specification section 096513 in its entirety.
- 2-06 **PROJECT MANUAL, SPECIFICATION SECTION 096519 – RESILIENT TILE FLOORING:** Add specification section 096519 in its entirety.
- 2-07 **PROJECT MANUAL, SPECIFICATION SECTION 096813 – TILE CARPETING:** Add specification section 096813 in its entirety.
- 2-08 **PROJECT MANUAL, SPECIFICATION SECTION 224000 – PLUMBING:** Add specification section 224000 in its entirety.
- 2-09 **PROJECT MANUAL, SPECIFICATION SECTION 312000 – EARTH MOVING:** Add specification section 312000 in its entirety.
- 2-10 **PROJECT MANUAL, SPECIFICATION SECTION 321216 – ASPHALT PAVING:** Add specification section 321216 in its entirety.

## **DRAWINGS**

### **ARCHITECTURAL**

- 2-11 **DRAWINGS, T0.00 TITLE SHEET:** Replace sheet T0.00 in its entirety with Addendum 3 sheet T0.00.
- 2-12 **DRAWINGS, A2.00 – BUILDING A PLAN:** Replace sheet A2.00 in its entirety with Addendum 3 sheet A2.00.
- 2-13 **DRAWINGS, A2.11 – DEMOLITION PLANS – BLDG F, G & H:** Replace sheet A2.11 in its entirety with Addendum 3 sheet A2.11.
- 2-14 **DRAWINGS, A2.20 – FLOOR PLANS – BLDG B, C, D, & E:** Replace sheet A2.20 in its entirety with Addendum 3 sheet A2.20.
- 2-15 **DRAWINGS, A2.21 – FLOOR PLANS – BLDG F, G & H:** Replace sheet A2.21 in its entirety with Addendum 3 sheet A2.21.
- 2-16 **DRAWINGS, A3.12 – SECTIONS IMPROVEMENTS:** Replace sheet A3.12 in its entirety with Addendum 2 sheet A3.12.
- 2-17 **DRAWINGS, A6.20 – SECTIONS IMPROVEMENTS:** Replace sheet A6.20 in its entirety with Addendum 2 sheet A6.20.

**2-18 DRAWINGS, A6.21 – SECTIONS IMPROVEMENTS:** Replace sheet A3.21 in its entirety with Addendum 2 sheet A6.21.

### **MECHANICAL**

**2-19 DRAWINGS, M1.11 – MECHANICAL SITE PLAN:** Replace sheet M1.11 in its entirety with Addendum 2 sheet M1.11.

**2-20 DRAWINGS, M2.21 – MECHANICAL PLAN – BUILDING B:** Replace sheet M2.21 in its entirety with Addendum 2 sheet M2.21.

**2-21 DRAWINGS, M2.71 – MECHANICAL PLAN – BUILDING G:** Replace sheet M2.71 in its entirety with Addendum 2 sheet M2.71.

### **ELECTRICAL**

**2-22 DRAWINGS, E0.01 – CODES, NOTES, SYMBOLS & FIXTURE SCHEDULES:** Replace sheet E0.01 in its entirety with Addendum 2 sheet E0.01.

**2-23 DRAWINGS, E1.02 – ENLARGED SITE ELECTRICAL PLAN-NEW:** Replace sheet E1.02 in its entirety with Addendum 2 sheet E1.02.

**2-24 DRAWINGS, E2.10 – NEW POWER PLANS BUILDINGS B, C, D, & E:** Replace sheet E2.10 in its entirety with Addendum 2 sheet E2.10.

**2-25 DRAWINGS, E2.11 – NEW POWER PLANS BUILDINGS B, C, D, & E:** Replace sheet E2.11 in its entirety with Addendum 2 sheet E2.11.

**2-26 DRAWINGS, E2.12 – NEW POWER PLANS BUILDINGS B, C, D, & E:** Replace sheet E0.01 in its entirety with Addendum 2 sheet E2.10.

**2-27 DRAWINGS, E5.02 – NEW POWER PLANS BUILDINGS B, C, D, & E:** Replace sheet E5.02 in its entirety with Addendum 2 sheet E5.02.

**END ADDENDUM NO. 2**

DOCUMENT 00 01 20

**LIST OF SCHEDULES**

SCHEDULES

1. Refer to attached Washington Middle School HVAC Replacement – Preliminary Baseline Schedule dated 29-Mar-24.

END OF DOCUMENT

PRELIMINARY BASELINE - WASHINGTON MIDDLE SCHOOL HVAC REPLACEMENT

29-Mar-24

Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	2024												2025												2026					
						Feb	Mar	Apr	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		
<b>PRELIMINARY BASELINE - WASHINGTON MIDDLE SCHOOL HVAC REPLACEMENT</b>																																			
<b>PROJECT SUMMARY</b>																																			
PS-1000	PROJECT START	0	0%	04-Jun-24	15-Sep-25	◆ PROJECT START																													
PS-1040	PG&E POWER DURATION	84	0%	05-Jun-24	27-Aug-24	■ PG&E POWER DURATION																													
PS-1030	WEATHER DAYS	10	0%	02-Sep-25	15-Sep-25	■ WEATHER DAYS																													
PS-1010	PROJECT COMPLETION	0	0%		15-Sep-25	◆ PROJECT COMPLETION																													
<b>PROJECT PHASING SUMMARY</b>																																			
PPS-1000	PHASE I DURATION	142	0%	04-Jun-24	23-Oct-24	■ PHASE I DURATION																													
PPS-1010	PHASE II DURATION	131	0%	14-Nov-24	24-Mar-25	■ PHASE II DURATION																													
PPS-1020	PHASE III DURATION	148	0%	21-Apr-25	15-Sep-25	■ PHASE III DURATION																													
<b>PROJECT ADMINISTRATION</b>																																			
PA-1000	BIDDING PROCESS	22	0%	04-Mar-24	03-Apr-24	■ BIDDING PROCESS																													
PA-0999	ADVERTISE FOR BID	0	0%	04-Mar-24		◆ ADVERTISE FOR BID																													
PA-1010	BCSD / SCA REVIEW BIDS	5	0%	04-Apr-24	10-Apr-24	■ BCSD / SCA REVIEW BIDS																													
PA-1020	BCSD BOARD AWARDS CONTRACTS	9	0%	11-Apr-24	23-Apr-24	■ BCSD BOARD AWARDS CONTRACTS																													
PA-1030	NOTICE TO PROCEED ISSUED	7	0%	24-Apr-24	02-May-24	■ NOTICE TO PROCEED ISSUED																													
PA-1040	ASBESTOS TRAINING COMPLETION CERTIFICATION	1	0%	03-May-24	03-May-24	■ ASBESTOS TRAINING COMPLETION CERTIFICATION																													
PA-1050	PROJECT KICK OFF MEETING	1	0%	04-Jun-24	04-Jun-24	■ PROJECT KICK OFF MEETING																													
<b>TRADE CONTRACTS</b>																																			
<b>PREPARE &amp; SUBMIT</b>																																			
TCPS-1000	BP00-GENERAL REQUIREMENTS	5	0%	04-Apr-24	10-Apr-24	■ BP00-GENERAL REQUIREMENTS																													
TCPS-1010	BP01-DEMO & ABATEMENT	5	0%	04-Apr-24	10-Apr-24	■ BP01-DEMO & ABATEMENT																													
TCPS-1020	BP02-ROUGH CARPENTRY	5	0%	04-Apr-24	10-Apr-24	■ BP02-ROUGH CARPENTRY																													
TCPS-1030	BP03-MISCELLANEOUS (ROOFING, INSULATION, ASPHALT, PLYWOOD WAINSCOAT, SLAB INFILL)	5	0%	04-Apr-24	10-Apr-24	■ BP03-MISCELLANEOUS (ROOFING, INSULATION, ASPHALT, PLYWOOD WAINSCOAT, SLAB INFILL)																													
TCPS-1050	BP04-CEMENT PLASTER & DRYWALL	5	0%	04-Apr-24	10-Apr-24	■ BP04-CEMENT PLASTER & DRYWALL																													
TCPS-1060	BP05-ACOUSTICAL CEILINGS	5	0%	04-Apr-24	10-Apr-24	■ BP05-ACOUSTICAL CEILINGS																													
TCPS-1070	BP06-FLOOR COVERING	5	0%	04-Apr-24	10-Apr-24	■ BP06-FLOOR COVERING																													
TCPS-1080	BP07-PAINTING	5	0%	04-Apr-24	10-Apr-24	■ BP07-PAINTING																													
TCPS-1090	BP08-MECHANICAL	5	0%	04-Apr-24	10-Apr-24	■ BP08-MECHANICAL																													
TCPS-1100	BP09-ELECTRICAL & FIRE ALARM	5	0%	04-Apr-24	10-Apr-24	■ BP09-ELECTRICAL & FIRE ALARM																													
<b>EXECUTED</b>																																			
TCEX-1000	BP01-DEMO & ABATEMENT	14	0%	24-Apr-24	13-May-24	■ BP01-DEMO & ABATEMENT																													
TCEX-1010	BP02-ROUGH CARPENTRY	14	0%	24-Apr-24	13-May-24	■ BP02-ROUGH CARPENTRY																													
TCEX-1020	BP03-MISCELLANEOUS (ROOFING, INSULATION, ASPHALT, PLYWOOD WAINSCOAT, SLAB INFILL)	14	0%	24-Apr-24	13-May-24	■ BP03-MISCELLANEOUS (ROOFING, INSULATION, ASPHALT, PLYWOOD WAINSCOAT, SLAB INFILL)																													
TCEX-1040	BP04-CEMENT PLASTER & DRYWALL	14	0%	24-Apr-24	13-May-24	■ BP04-CEMENT PLASTER & DRYWALL																													
TCEX-1050	BP05-ACOUSTICAL CEILINGS	14	0%	24-Apr-24	13-May-24	■ BP05-ACOUSTICAL CEILINGS																													
TCEX-1060	BP06-FLOOR COVERING	14	0%	24-Apr-24	13-May-24	■ BP06-FLOOR COVERING																													
TCEX-1070	BP07-PAINTING	14	0%	24-Apr-24	13-May-24	■ BP07-PAINTING																													
TCEX-1080	BP08-MECHANICAL	14	0%	24-Apr-24	13-May-24	■ BP08-MECHANICAL																													
TCEX-1090	BP09-ELECTRICAL & FIRE ALARM	14	0%	24-Apr-24	13-May-24	■ BP09-ELECTRICAL & FIRE ALARM																													
<b>MOBILIZATION</b>																																			
MOB-1010	WAIT FOR SCHOOL TO BE RELEASED FOR SUMMER (STANDBY)	20	0%	03-May-24	31-May-24	■ WAIT FOR SCHOOL TO BE RELEASED FOR SUMMER (STANDBY)																													
MOB-1020	INSTALL TEMP FENCING AND TEMP FACILITIES	1	0%	03-Jun-24	03-Jun-24	■ INSTALL TEMP FENCING AND TEMP FACILITIES																													
<b>SUBMITTALS</b>																																			
<b>TIER 1 SUBMITTALS</b>																																			
<b>PREPARE &amp; SUBMIT</b>																																			
P&S-1000	DEMO & ABATEMENT	3	0%	14-May-24	16-May-24	■ DEMO & ABATEMENT																													
P&S-1010	ELECTRICAL BOXES AND CONDUIT	3	0%	14-May-24	16-May-24	■ ELECTRICAL BOXES AND CONDUIT																													
<b>REVIEW &amp; APPROVE</b>																																			
R&A-1000	DEMO & ABATEMENT	10	0%	17-May-24	31-May-24	■ DEMO & ABATEMENT																													
R&A-1010	ELECTRICAL BOXES AND CONDUIT	7	0%	17-May-24	28-May-24	■ ELECTRICAL BOXES AND CONDUIT																													

■ Remaining Level of Effort   
 ■ Actual Level of Effort   
 ▬ Second Baseline   
 ▬ Actual Work   
 ■ Remaining Work   
 ■ Critical Remaining Work

**PRELIMINARY BASELINE - WASHINGTON MIDDLE SCHOOL HVAC REPLACEMENT**

29-Mar-24

Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	2024												2025												2026					
						Feb	Mar	Apr	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		
<b>TIER 2 SUBMITTALS</b>																																			
<b>PREPARE &amp; SUBMIT</b>																																			
P&S-2000	ASPHALT	3	0%	14-May-24	16-May-24	■ ASPHALT																													
P&S-2010	CONCRETE	3	0%	14-May-24	16-May-24	■ CONCRETE																													
P&S-2020	EXTERIOR LATHE/PLASTER	3	0%	14-May-24	16-May-24	■ EXTERIOR LATHE/PLASTER																													
P&S-2030	ROOF SHINGLES & FOAM	3	0%	14-May-24	16-May-24	■ ROOF SHINGLES & FOAM																													
P&S-2040	ELECTRICAL OUTLETS, SWITCHES, CONTROLS	3	0%	14-May-24	16-May-24	■ ELECTRICAL OUTLETS, SWITCHES, CONTROLS																													
P&S-2050	FIRE ALARM COMPONENTS AND CONTROLS	3	0%	14-May-24	16-May-24	■ FIRE ALARM COMPONENTS AND CONTROLS																													
<b>REVIEW &amp; APPROVE</b>																																			
R&A-2000	ASPHALT	10	0%	17-May-24	31-May-24	■ ASPHALT																													
R&A-2010	CONCRETE	10	0%	17-May-24	31-May-24	■ CONCRETE																													
R&A-2020	EXTERIOR LATHE/PLASTER	10	0%	17-May-24	31-May-24	■ EXTERIOR LATHE/PLASTER																													
R&A-2030	ROOF SHINGLES & FOAM	10	0%	17-May-24	31-May-24	■ ROOF SHINGLES & FOAM																													
R&A-2040	ELECTRICAL OUTLETS, SWITCHES, CONTROLS	10	0%	17-May-24	31-May-24	■ ELECTRICAL OUTLETS, SWITCHES, CONTROLS																													
R&A-2050	FIRE ALARM COMPONENTS AND CONTROLS	10	0%	17-May-24	31-May-24	■ FIRE ALARM COMPONENTS AND CONTROLS																													
<b>TIER 3 SUBMITTALS</b>																																			
<b>PREPARE &amp; SUBMIT</b>																																			
P&S-3000	ACOUSTIC CEILING AND BRACING	3	0%	14-May-24	16-May-24	■ ACOUSTIC CEILING AND BRACING																													
P&S-3010	DRYWALL	3	0%	14-May-24	16-May-24	■ DRYWALL																													
P&S-3020	HVAC DUCTWORK, REGISTERS AND CONTROLS	3	0%	14-May-24	16-May-24	■ HVAC DUCTWORK, REGISTERS AND CONTROLS																													
P&S-3030	FLOORING (VINYL, CARPET AND RTB)	3	0%	14-May-24	16-May-24	■ FLOORING (VINYL, CARPET AND RTB)																													
P&S-3040	INSULATION	3	0%	14-May-24	16-May-24	■ INSULATION																													
P&S-3050	PAINTING	3	0%	14-May-24	16-May-24	■ PAINTING																													
P&S-3060	LANDSCAPE	3	0%	14-May-24	16-May-24	■ LANDSCAPE																													
P&S-3070	ROUGH FRAMING	1	0%	14-May-24	14-May-24	■ ROUGH FRAMING																													
<b>REVIEW &amp; APPROVE</b>																																			
R&A-3070	ROUGH FRAMING	1	0%	15-May-24	15-May-24	■ ROUGH FRAMING																													
R&A-3000	ACOUSTIC CEILING AND BRACING	10	0%	17-May-24	31-May-24	■ ACOUSTIC CEILING AND BRACING																													
R&A-3010	DRYWALL	10	0%	17-May-24	31-May-24	■ DRYWALL																													
R&A-3020	HVAC DUCTWORK, REGISTERS AND CONTROLS	10	0%	17-May-24	31-May-24	■ HVAC DUCTWORK, REGISTERS AND CONTROLS																													
R&A-3030	FLOORING (VINYL, CARPET AND RTB)	10	0%	17-May-24	31-May-24	■ FLOORING (VINYL, CARPET AND RTB)																													
R&A-3040	INSULATION	10	0%	17-May-24	31-May-24	■ INSULATION																													
R&A-3050	PAINTING	10	0%	17-May-24	31-May-24	■ PAINTING																													
R&A-3060	LANDSCAPE	10	0%	17-May-24	31-May-24	■ LANDSCAPE																													
<b>PROCUREMENT</b>																																			
PRO-1000	VCTB	30	0%	03-Jun-24	16-Jul-24	■ VCTB																													
PRO-1010	ROOFING	14	0%	03-Jun-24	21-Jun-24	■ ROOFING																													
PRO-1020	ROUGH ELECTRICAL	14	0%	03-Jun-24	21-Jun-24	■ ROUGH ELECTRICAL																													
PRO-1030	ACOUSTIC CEILING GRID	14	0%	03-Jun-24	21-Jun-24	■ ACOUSTIC CEILING GRID																													
<b>PG&amp;E POWER</b>																																			
PGE-1000	PROCURE SWITCHGEAR	0	0%	04-Mar-24	04-Mar-24	◆ PROCURE SWITCHGEAR																													
PGE-1010	PRECONSTRUCTION MEETING WITH PGE	1	0%	05-Jun-24	05-Jun-24	■ PRECONSTRUCTION MEETING WITH PGE																													
PGE-1020	SURVEY FOR POC LOCATION	1	0%	06-Jun-24	06-Jun-24	■ SURVEY FOR POC LOCATION																													
PGE-1030	POT HOLE POC LOCATION	1	0%	07-Jun-24	07-Jun-24	■ POT HOLE POC LOCATION																													
PGE-1040	EXCAVATE TRENCH FOR (N) PGE CONDUIT AND SITE POWER	3	0%	10-Jun-24	12-Jun-24	■ EXCAVATE TRENCH FOR (N) PGE CONDUIT AND SITE POWER																													
PGE-1050	INSTALL (N) CONDUITS IN TRENCH	1	0%	13-Jun-24	13-Jun-24	■ INSTALL (N) CONDUITS IN TRENCH																													
PGE-1060	INSPECTION FOR PGE CONDUIT TRENCH	1	0%	14-Jun-24	14-Jun-24	■ INSPECTION FOR PGE CONDUIT TRENCH																													
PGE-1070	BACKFILL PGE CONDUIT AND NEW SERVICE TRENCH	2	0%	17-Jun-24	18-Jun-24	■ BACKFILL PGE CONDUIT AND NEW SERVICE TRENCH																													
PGE-1090	RUN MANDREL THROUGH PGE CONDUITS	1	0%	20-Jun-24	20-Jun-24	■ RUN MANDREL THROUGH PGE CONDUITS																													
PGE-1080	PREP AND POUR (N) PAD FOR PGE TRANSFORMER AND SWITCHGEAR	2	0%	20-Jun-24	21-Jun-24	■ PREP AND POUR (N) PAD FOR PGE TRANSFORMER AND SWITCHGEAR																													
PGE-1100	NEW CONSTRUCTION WAITING	45	0%	21-Jun-24	23-Aug-24	■ NEW CONSTRUCTION WAITING																													

■ Remaining Level of Effort   
 ■ Actual Level of Effort   
 ■ Remaining Work   
 ■ Actual Work   
 ■ Critical Remaining Work

PRELIMINARY BASELINE - WASHINGTON MIDDLE SCHOOL HVAC REPLACEMENT

29-Mar-24

Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	2024												2025												2026				
						Feb	Mar	Apr	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	
PGE-1110	INSTALL (N) MAIN SWITCHGEAR	2	0%	24-Jun-24	25-Jun-24													INSTALL (N) MAIN SWITCHGEAR																
PGE-1120	SWITCHGEAR INSPECTION - GREEN STICKER	3	0%	26-Jun-24	28-Jun-24													SWITCHGEAR INSPECTION - GREEN STICKER																
PGE-1130	SET PGE METER	21	0%	01-Jul-24	30-Jul-24													SET PGE METER																
PGE-1140	INSTALL PGE TRANSFORMER AND PULL PRIMARY/SECONDARY	2	0%	26-Aug-24	27-Aug-24													INSTALL PGE TRANSFORMER AND PULL PRIMARY/SECONDARY																
PGE-1150	ENERGIZE PGE	0	0%		27-Aug-24													ENERGIZE PGE																
<b>SITE CONSTRUCTION</b>		270		06-Jun-24	02-Jul-25																													
<b>DEMOLITION</b>		17		05-Jun-25	30-Jun-25																													
DEMO-1000	CUT AND ABANDON EXISTING HYDRONIC PIPING CHILLER YARD	2	0%	05-Jun-25	06-Jun-25													CUT AND ABANDON EXISTING HYDRONIC PIPING CHILLER YARD																
DEMO-1010	DEMO CHILLER ICE STORAGE TANKS	2	0%	09-Jun-25	10-Jun-25													DEMO CHILLER ICE STORAGE TANKS																
DEMO-1020	REMOVE AND DEMO AIR COOLED CHILLER PIPING AND CONTROLS	2	0%	11-Jun-25	12-Jun-25													REMOVE AND DEMO AIR COOLED CHILLER PIPING AND CONTROLS																
DEMO-1030	REMOVE AND DEMO BOILER TANKS	2	0%	13-Jun-25	16-Jun-25													REMOVE AND DEMO BOILER TANKS																
DEMO-1040	REMOVE EXISTING PUMPS PIPING AND CONTROLS	3	0%	17-Jun-25	20-Jun-25													REMOVE EXISTING PUMPS PIPING AND CONTROLS																
DEMO-1050	REMOVE EXISTING AIR SEPARATOR AND PIPING	2	0%	23-Jun-25	24-Jun-25													REMOVE EXISTING AIR SEPARATOR AND PIPING																
DEMO-1060	REMOVE AND DEMO EXISTING PIPING AND SUPPORT	2	0%	25-Jun-25	26-Jun-25													REMOVE AND DEMO EXISTING PIPING AND SUPPORT																
DEMO-1070	DEMO CMU WALL CHILLER HOUSING	2	0%	27-Jun-25	30-Jun-25													DEMO CMU WALL CHILLER HOUSING																
<b>WET UTILITIES</b>		251		06-Jun-24	04-Jun-25																													
<b>DOMESTIC WATER</b>		251		06-Jun-24	04-Jun-25																													
DW-1060	DRAIN HYDRONIC PIPING BLDG E	1	0%	06-Jun-24	06-Jun-24													DRAIN HYDRONIC PIPING BLDG E																
DW-1070	DEMO HYDRONIC PIPING 5' OUTSIDE BLDG E AND ABANDON	1	0%	07-Jun-24	07-Jun-24													DEMO HYDRONIC PIPING 5' OUTSIDE BLDG E AND ABANDON																
DW-1100	DRAIN HYDRONIC PIPING BLDG G	1	0%	05-Jul-24	05-Jul-24													DRAIN HYDRONIC PIPING BLDG G																
DW-1110	DEMO HYDRONIC PIPING 5' OUTSIDE BLDG G AND ABANDON	1	0%	08-Jul-24	08-Jul-24													DEMO HYDRONIC PIPING 5' OUTSIDE BLDG G AND ABANDON																
DW-1120	DRAIN HYDRONIC PIPING BLDG H	1	0%	07-Aug-24	07-Aug-24													DRAIN HYDRONIC PIPING BLDG H																
DW-1130	DEMO HYDRONIC PIPING 5' OUTSIDE BLDG H AND ABANDON	1	0%	08-Aug-24	08-Aug-24													DEMO HYDRONIC PIPING 5' OUTSIDE BLDG H AND ABANDON																
DW-1020	DRAIN HYDRONIC PIPING BLDG C	1	0%	18-Nov-24	18-Nov-24													DRAIN HYDRONIC PIPING BLDG C																
DW-1030	DEMO HYDRONIC PIPING 5' OUTSIDE BLDG C AND ABANDON	1	0%	19-Nov-24	19-Nov-24													DEMO HYDRONIC PIPING 5' OUTSIDE BLDG C AND ABANDON																
DW-1040	DRAIN HYDRONIC PIPING BLDG D	1	0%	31-Dec-24	31-Dec-24													DRAIN HYDRONIC PIPING BLDG D																
DW-1050	DEMO HYDRONIC PIPING 5' OUTSIDE BLDG D AND ABANDON	1	0%	02-Jan-25	02-Jan-25													DEMO HYDRONIC PIPING 5' OUTSIDE BLDG D AND ABANDON																
DW-1000	DRAIN HYDRONIC PIPING BLDG B	1	0%	23-Apr-25	23-Apr-25													DRAIN HYDRONIC PIPING BLDG B																
DW-1010	DEMO HYDRONIC PIPING 5' OUTSIDE BLDG B AND ABANDON	1	0%	24-Apr-25	24-Apr-25													DEMO HYDRONIC PIPING 5' OUTSIDE BLDG B AND ABANDON																
DW-1080	DRAIN HYDRONIC PIPING BLDG F	1	0%	03-Jun-25	03-Jun-25													DRAIN HYDRONIC PIPING BLDG F																
DW-1090	DEMO HYDRONIC PIPING 5' OUTSIDE BLDG F AND ABANDON	1	0%	04-Jun-25	04-Jun-25													DEMO HYDRONIC PIPING 5' OUTSIDE BLDG F AND ABANDON																
<b>DRY UTILITIES</b>		242		20-Jun-24	04-Jun-25																													
<b>FIRE ALARM / SIGNAL</b>		2		03-Jun-25	04-Jun-25																													
PH/CB-1010	DISTRICT TO REMOVE IT GEAR AT CHILLER YARD	1	0%	03-Jun-25	03-Jun-25													DISTRICT TO REMOVE IT GEAR AT CHILLER YARD																
PH/CB-1000	DEMO FIRE ALARM AND SIGNAL AT CHILLER YARD	1	0%	04-Jun-25	04-Jun-25													DEMO FIRE ALARM AND SIGNAL AT CHILLER YARD																
<b>SITE ELECTRICAL</b>		12		20-Jun-24	08-Jul-24																													
ELEC-1080	EXCAVATE TRENCH FOR (N) CONDUIT PATH TO BLDG E	2	0%	20-Jun-24	21-Jun-24													EXCAVATE TRENCH FOR (N) CONDUIT PATH TO BLDG E																
ELEC-1090	INSTALL CONDUIT FOR NEW PATH TO BLDG E	3	0%	24-Jun-24	26-Jun-24													INSTALL CONDUIT FOR NEW PATH TO BLDG E																
ELEC-1100	BACKFILL TRENCH TO BLDG E	1	0%	27-Jun-24	27-Jun-24													BACKFILL TRENCH TO BLDG E																
ELEC-1120	EXCAVATE TRENCH FOR (N) CONDUIT PATH BETWEEN BLDG G&H	2	0%	28-Jun-24	01-Jul-24													EXCAVATE TRENCH FOR (N) CONDUIT PATH BETWEEN BLDG G&H																
ELEC-1110	AC PAVEMENT AND CONCRETE INSTALL AFTER TRENCH BACKFILL TO BLDG E	1	0%	28-Jun-24	28-Jun-24													AC PAVEMENT AND CONCRETE INSTALL AFTER TRENCH BACKFILL TO BLDG E																
ELEC-1130	INSTALL CONDUIT FOR NEW PATH BETWEEN BLDG G&H	3	0%	02-Jul-24	05-Jul-24													INSTALL CONDUIT FOR NEW PATH BETWEEN BLDG G&H																
ELEC-1140	BACKFILL TRENCH BETWEEN BLDG G&H	1	0%	08-Jul-24	08-Jul-24													BACKFILL TRENCH BETWEEN BLDG G&H																
<b>HARDSCAPE</b>		260		21-Jun-24	02-Jul-25																													
HARD-1000	AC PAVEMENT REINSTALL AFTER PGE CONDUIT INSTALL AT TRENCH LOCATION TO (E) PICKUP AT CHILLER	1	0%	21-Jun-24	21-Jun-24													AC PAVEMENT REINSTALL AFTER PGE CONDUIT INSTALL AT TRENCH LOCATION TO (E) PICKUP AT CHILLER																
HARD-1010	INSTALL AC PAVEMENT EAST OF BLDG H WHERE (N) PGE SWITCHGEAR IS INSTALLED	1	0%	09-Jul-24	09-Jul-24													INSTALL AC PAVEMENT EAST OF BLDG H WHERE (N) PGE SWITCHGEAR IS INSTALLED																
HARD-1020	INSTALL AC PAVEMENT AT (E) CHILLER LOCATION AFTER CHILLER DEMO	2	0%	01-Jul-25	02-Jul-25													INSTALL AC PAVEMENT AT (E) CHILLER LOCATION AFTER CHILLER DEMO																
<b>LANDSCAPE</b>		1		09-Jul-24	09-Jul-24																													
LAND-1000	RESEED AFTER BACKFILL BETWEEN BLDG G&H	1	0%	09-Jul-24	09-Jul-24													RESEED AFTER BACKFILL BETWEEN BLDG G&H																
<b>PHASED I - BLDGS E, G &amp; H</b>		111		04-Jun-24	08-Nov-24																													
<b>BUILDING E</b>		65		04-Jun-24	05-Sep-24																													

█ Remaining Level of Effort   
  Second Baseline   
  Remaining Work  
 Actual Level of Effort   
  Actual Work   
 Critical Remaining Work



PRELIMINARY BASELINE - WASHINGTON MIDDLE SCHOOL HVAC REPLACEMENT

29-Mar-24

Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	2024												2025												2026					
						Feb	Mar	Apr	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		
<b>BLDG E ABATEMENT AND DEMO</b>																																			
PHSI-1000	SETUP CONTAINMENT AREA	2	0%	04-Jun-24	01-Jul-24	SETUP CONTAINMENT AREA																													
PHSI-1010	DISTRICT REMOVE IONIZERS, PROJECTORS, SPEAKERS AND IT EQ	2	0%	06-Jun-24	07-Jun-24	DISTRICT REMOVE IONIZERS, PROJECTORS, SPEAKERS AND IT EQ																													
PHSI-1020	DEMOLITION OF RADIATOR, LOUVERS, SHROUDS, FLOORING	4	0%	10-Jun-24	13-Jun-24	DEMOLITION OF RADIATOR, LOUVERS, SHROUDS, FLOORING																													
PHSI-1030	DEMO ACOUSTICAL CEILINGS	3	0%	14-Jun-24	18-Jun-24	DEMO ACOUSTICAL CEILINGS																													
PHSI-1040	REMOVE EXISTING LIGHTING AND FIRE ALARM EQUIPMENT	2	0%	14-Jun-24	17-Jun-24	REMOVE EXISTING LIGHTING AND FIRE ALARM EQUIPMENT																													
PHSI-1050	REMOVE ELECTRICAL WIRING BACK TO SOURCE	2	0%	14-Jun-24	17-Jun-24	REMOVE ELECTRICAL WIRING BACK TO SOURCE																													
PHSI-1060	REMOVE SURFACE MOUNTED ELECTRICAL CONDUIT	1	0%	14-Jun-24	14-Jun-24	REMOVE SURFACE MOUNTED ELECTRICAL CONDUIT																													
PHSI-1070	REMOVE WHITEBOARDS AND SMART BOARDS, STORE WITH DISTRICT	1	0%	17-Jun-24	17-Jun-24	REMOVE WHITEBOARDS AND SMART BOARDS, STORE WITH DISTRICT																													
PHSI-1080	REMOVE WALL COVERINGS DOWN TO PLYWOOD	2	0%	18-Jun-24	20-Jun-24	REMOVE WALL COVERINGS DOWN TO PLYWOOD																													
PHSI-1090	REMOVE AND STORE EXISTING ELECTRICAL PANELS	2	0%	21-Jun-24	24-Jun-24	REMOVE AND STORE EXISTING ELECTRICAL PANELS																													
PHSI-1100	CUT OPEN ROOF SHEETING FOR NEW PLENUMS	2	0%	25-Jun-24	26-Jun-24	CUT OPEN ROOF SHEETING FOR NEW PLENUMS																													
PHSI-1110	ASBESTOS AIR TEST	0	0%		26-Jun-24	◆ ASBESTOS AIR TEST																													
PHSI-1440	ASBESTOS TESTING WAIT FOR RESULTS	3	0%	27-Jun-24	01-Jul-24	ASBESTOS TESTING WAIT FOR RESULTS																													
<b>BLDG E NEW CONSTRUCTION</b>																																			
PHSI-1120	INSTALL STRUCTURAL COMPONENTS FOR NEW HVAC CURB	2	0%	02-Jul-24	03-Jul-24	INSTALL STRUCTURAL COMPONENTS FOR NEW HVAC CURB																													
PHSI-1210	INSTALL NEW ELECTRICAL AND DATA LAYOUT PER CLASSROOM	6	0%	02-Jul-24	10-Jul-24	INSTALL NEW ELECTRICAL AND DATA LAYOUT PER CLASSROOM																													
PHSI-1220	INSTALL NEW LIGHTING CONTROL LAYOUT	2	0%	02-Jul-24	03-Jul-24	INSTALL NEW LIGHTING CONTROL LAYOUT																													
PHSI-1130	INSTALL HVAC CURB	2	0%	05-Jul-24	08-Jul-24	INSTALL HVAC CURB																													
PHSI-1140	INSTALL HVAC PLENUMS	1	0%	09-Jul-24	09-Jul-24	INSTALL HVAC PLENUMS																													
PHSI-1160	INSTALL ELECTRICAL STUB UP INTO ROOF	2	0%	09-Jul-24	10-Jul-24	INSTALL ELECTRICAL STUB UP INTO ROOF																													
PHSI-1170	INSTALL NEW ROOF CRICKET	2	0%	09-Jul-24	10-Jul-24	INSTALL NEW ROOF CRICKET																													
PHSI-1150	INSTALL CONDENSATE DRAIN LINE FROM ROOF WITH STUB UP	2	0%	10-Jul-24	11-Jul-24	INSTALL CONDENSATE DRAIN LINE FROM ROOF WITH STUB UP																													
PHSI-1180	INSTALL NEW ROOF COMPOSITE SHINGLES	2	0%	11-Jul-24	12-Jul-24	INSTALL NEW ROOF COMPOSITE SHINGLES																													
PHSI-1230	INSTALL NEW BLOCKING IN WALLS FOR TEACHING WALL	2	0%	11-Jul-24	12-Jul-24	INSTALL NEW BLOCKING IN WALLS FOR TEACHING WALL																													
PHSI-1290	INSTALL DUCTWORK	2	0%	11-Jul-24	12-Jul-24	INSTALL DUCTWORK																													
PHSI-1190	INSTALL HVAC UNIT, P-TRAP AND DISCONNECT	2	0%	12-Jul-24	15-Jul-24	INSTALL HVAC UNIT, P-TRAP AND DISCONNECT																													
PHSI-1200	INSTALL ROOF FOAM OVER COMPOSITE SHINGLES	2	0%	15-Jul-24	16-Jul-24	INSTALL ROOF FOAM OVER COMPOSITE SHINGLES																													
PHSI-1240	WHERE PATCHING EXIST, INSTALL WALL INSULATION PATCH OPENINGS	6	0%	15-Jul-24	22-Jul-24	WHERE PATCHING EXIST, INSTALL WALL INSULATION PATCH OPENINGS																													
PHSI-1250	PAINT INTERIOR AND EXTERIOR	4	0%	23-Jul-24	26-Jul-24	PAINT INTERIOR AND EXTERIOR																													
PHSI-1260	INSTALL NEW VCTB	4	0%	29-Jul-24	01-Aug-24	INSTALL NEW VCTB																													
PHSI-1270	REINSTALL ELECTRICAL PANELS & INSTALL NEW 480V PANELS	8	0%	29-Jul-24	07-Aug-24	REINSTALL ELECTRICAL PANELS & INSTALL NEW 480V PANELS																													
PHSI-1300	INSTALL T-BAR GRID PER PLAN	4	0%	02-Aug-24	07-Aug-24	INSTALL T-BAR GRID PER PLAN																													
PHSI-1310	INSTALL NEW LIGHTING PER PLAN	2	0%	02-Aug-24	05-Aug-24	INSTALL NEW LIGHTING PER PLAN																													
PHSI-1320	INSTALL FA GEAR PER PLAN	2	0%	02-Aug-24	05-Aug-24	INSTALL FA GEAR PER PLAN																													
PHSI-1280	INSTALL OUTLETS, SWITCHES AND PLATES	4	0%	08-Aug-24	13-Aug-24	INSTALL OUTLETS, SWITCHES AND PLATES																													
PHSI-1330	INSTALL SPEAKERS/DATA PER PLAN	4	0%	08-Aug-24	13-Aug-24	INSTALL SPEAKERS/DATA PER PLAN																													
PHSI-1340	REINSTALL IONIZERS FROM DISTRICT	1	0%	08-Aug-24	08-Aug-24	REINSTALL IONIZERS FROM DISTRICT																													
PHSI-1360	INSTALL SUPPLY AND RETURN REGISTERS	1	0%	14-Aug-24	14-Aug-24	INSTALL SUPPLY AND RETURN REGISTERS																													
PHSI-1350	ENERGIZE BUILDING	0	0%	14-Aug-24		◆ ENERGIZE BUILDING																													
PHSI-1370	INSTALL CEILING INSULATION PER PLAN	1	0%	15-Aug-24	15-Aug-24	INSTALL CEILING INSULATION PER PLAN																													
PHSI-1380	INSTALL CEILING TILES PER PLAN	4	0%	16-Aug-24	21-Aug-24	INSTALL CEILING TILES PER PLAN																													
PHSI-1390	INSTALL FLOORING PER PLAN	2	0%	22-Aug-24	23-Aug-24	INSTALL FLOORING PER PLAN																													
<b>BLDG E PUNCH</b>																																			
PHSI-1400	PUNCH WALK	1	0%	26-Aug-24	26-Aug-24	PUNCH WALK																													
PHSI-1410	PUNCH LIST CORRECTIONS	5	0%	27-Aug-24	03-Sep-24	PUNCH LIST CORRECTIONS																													
PHSI-1420	PROFESSIONAL CLEANING	1	0%	04-Sep-24	04-Sep-24	PROFESSIONAL CLEANING																													
PHSI-1430	OWNER ACCEPTANCE	1	0%	05-Sep-24	05-Sep-24	OWNER ACCEPTANCE																													
<b>BUILDING G</b>																																			
<b>BLDG G ABATEMENT AND DEMO</b>																																			
PHSI-2000	SETUP CONTAINMENT AREA	2	0%	02-Jul-24	03-Jul-24	SETUP CONTAINMENT AREA																													

█ Remaining Level of Effort   
 █ Actual Level of Effort   
 █ Remaining Work   
 █ Actual Work   
 █ Critical Remaining Work









PRELIMINARY BASELINE - WASHINGTON MIDDLE SCHOOL HVAC REPLACEMENT

29-Mar-24

Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	2024												2025												2026					
						Feb	Mar	Apr	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		
<b>PHASE III - BLDGS B, F &amp; A</b>																																			
<b>BUILDING B</b>																																			
<b>BLDG B ABATEMENT AND DEMO</b>																																			
PHSIII-0999	RELOCATE AND SETUP TEMP FENCE FOR PHASE III	2	0%	17-Apr-25	18-Apr-25	I RELOCATE AND SETUP TEMP FENCE FOR PHASE III																													
PHSIII-1000	SETUP CONTAINMENT AREA	2	0%	21-Apr-25	22-Apr-25	I SETUP CONTAINMENT AREA																													
PHSIII-1010	DISTRICT REMOVE IONIZERS, PROJECTORS, SPEAKERS AND IT EQ	2	0%	23-Apr-25	24-Apr-25	I DISTRICT REMOVE IONIZERS, PROJECTORS, SPEAKERS AND IT EQ																													
PHSIII-1020	DEMOLITION OF RADIATOR, LOUVERS, SHROUDS, FLOORING	4	0%	25-Apr-25	30-Apr-25	I DEMOLITION OF RADIATOR, LOUVERS, SHROUDS, FLOORING																													
PHSIII-1030	DEMO ACOUSTICAL CEILINGS	4	0%	01-May-25	06-May-25	I DEMO ACOUSTICAL CEILINGS																													
PHSIII-1040	REMOVE EXISTING LIGHTING AND FIRE ALARM EQUIPMENT	2	0%	07-May-25	08-May-25	I REMOVE EXISTING LIGHTING AND FIRE ALARM EQUIPMENT																													
PHSIII-1050	REMOVE ELECTRICAL WIRING BACK TO SOURCE	2	0%	07-May-25	08-May-25	I REMOVE ELECTRICAL WIRING BACK TO SOURCE																													
PHSIII-1060	REMOVE SURFACE MOUNTED ELECTRICAL CONDUIT	2	0%	09-May-25	12-May-25	I REMOVE SURFACE MOUNTED ELECTRICAL CONDUIT																													
PHSIII-1070	REMOVE WHITEBOARDS AND SMART BOARDS, STORE WITH DISTRICT	2	0%	13-May-25	14-May-25	I REMOVE WHITEBOARDS AND SMART BOARDS, STORE WITH DISTRICT																													
PHSIII-1080	REMOVE WALL COVERINGS DOWN TO PLYWOOD	3	0%	15-May-25	19-May-25	I REMOVE WALL COVERINGS DOWN TO PLYWOOD																													
PHSIII-1090	REMOVE AND STORE EXISTING ELECTRICAL PANELS	2	0%	20-May-25	21-May-25	I REMOVE AND STORE EXISTING ELECTRICAL PANELS																													
PHSIII-1100	CUT OPEN ROOF SHEETING FOR NEW PLENUMS	2	0%	22-May-25	23-May-25	I CUT OPEN ROOF SHEETING FOR NEW PLENUMS																													
PHSIII-1110	ASBESTOS AIR TEST	0	0%		23-May-25	I ASBESTOS AIR TEST																													
PHSIII-1440	ASBESTOS TEST WAITING FOR RESULTS	3	0%	27-May-25	29-May-25	I ASBESTOS TEST WAITING FOR RESULTS																													
<b>BLDG B NEW CONSTRUCTION</b>																																			
PHSIII-1120	INSTALL STRUCTURAL COMPONENTS FOR NEW HVAC CURB	3	0%	30-May-25	03-Jun-25	I INSTALL STRUCTURAL COMPONENTS FOR NEW HVAC CURB																													
PHSIII-1210	INSTALL NEW ELECTRICAL AND DATA LAYOUT PER CLASSROOM	8	0%	30-May-25	10-Jun-25	I INSTALL NEW ELECTRICAL AND DATA LAYOUT PER CLASSROOM																													
PHSIII-1220	INSTALL NEW LIGHTING CONTROL LAYOUT	3	0%	30-May-25	03-Jun-25	I INSTALL NEW LIGHTING CONTROL LAYOUT																													
PHSIII-1130	INSTALL HVAC CURB	2	0%	04-Jun-25	05-Jun-25	I INSTALL HVAC CURB																													
PHSIII-1140	INSTALL HVAC PLENUMS	2	0%	06-Jun-25	09-Jun-25	I INSTALL HVAC PLENUMS																													
PHSIII-1160	INSTALL ELECTRICAL STUB UP INTO ROOF	2	0%	06-Jun-25	09-Jun-25	I INSTALL ELECTRICAL STUB UP INTO ROOF																													
PHSIII-1170	INSTALL NEW ROOF CRICKET	2	0%	06-Jun-25	09-Jun-25	I INSTALL NEW ROOF CRICKET																													
PHSIII-1150	INSTALL CONDENSATE DRAIN LINE FROM ROOF WITH STUB UP	2	0%	10-Jun-25	11-Jun-25	I INSTALL CONDENSATE DRAIN LINE FROM ROOF WITH STUB UP																													
PHSIII-1180	INSTALL NEW ROOF COMPOSITE SHINGLES	2	0%	10-Jun-25	11-Jun-25	I INSTALL NEW ROOF COMPOSITE SHINGLES																													
PHSIII-1290	INSTALL DUCTWORK	3	0%	10-Jun-25	12-Jun-25	I INSTALL DUCTWORK																													
PHSIII-1230	INSTALL NEW BLOCKING IN WALLS FOR TEACHING WALL	2	0%	11-Jun-25	12-Jun-25	I INSTALL NEW BLOCKING IN WALLS FOR TEACHING WALL																													
PHSIII-1190	INSTALL HVAC UNIT, P-TRAP AND DISCONNECT	3	0%	12-Jun-25	16-Jun-25	I INSTALL HVAC UNIT, P-TRAP AND DISCONNECT																													
PHSIII-1200	INSTALL ROOF FOAM OVER COMPOSITE SHINGLES	2	0%	12-Jun-25	13-Jun-25	I INSTALL ROOF FOAM OVER COMPOSITE SHINGLES																													
PHSIII-1240	WHERE PATCHING EXIST, INSTALL WALL INSULATION PATCH OPENINGS	6	0%	13-Jun-25	23-Jun-25	I WHERE PATCHING EXIST, INSTALL WALL INSULATION PATCH OPENINGS																													
PHSIII-1250	PAINT INTERIOR AND EXTERIOR	6	0%	24-Jun-25	01-Jul-25	I PAINT INTERIOR AND EXTERIOR																													
PHSIII-1260	INSTALL NEW VCTB	6	0%	02-Jul-25	10-Jul-25	I INSTALL NEW VCTB																													
PHSIII-1270	REINSTALL ELECTRICAL PANELS & INSTALL NEW 480V PANELS	6	0%	02-Jul-25	10-Jul-25	I REINSTALL ELECTRICAL PANELS & INSTALL NEW 480V PANELS																													
PHSIII-1280	INSTALL OUTLETS, SWITCHES AND PLATES	6	0%	11-Jul-25	18-Jul-25	I INSTALL OUTLETS, SWITCHES AND PLATES																													
PHSIII-1300	INSTALL T-BAR GRID PER PLAN	8	0%	11-Jul-25	22-Jul-25	I INSTALL T-BAR GRID PER PLAN																													
PHSIII-1310	INSTALL NEW LIGHTING PER PLAN	3	0%	11-Jul-25	15-Jul-25	I INSTALL NEW LIGHTING PER PLAN																													
PHSIII-1320	INSTALL FA GEAR PER PLAN	3	0%	11-Jul-25	15-Jul-25	I INSTALL FA GEAR PER PLAN																													
PHSIII-1330	INSTALL SPEAKERS/DATA PER PLAN	3	0%	23-Jul-25	25-Jul-25	I INSTALL SPEAKERS/DATA PER PLAN																													
PHSIII-1340	REINSTALL IONIZERS FROM DISTRICT	2	0%	23-Jul-25	24-Jul-25	I REINSTALL IONIZERS FROM DISTRICT																													
PHSIII-1360	INSTALL SUPPLY AND RETURN REGISTERS	2	0%	25-Jul-25	28-Jul-25	I INSTALL SUPPLY AND RETURN REGISTERS																													
PHSIII-1350	ENERGIZE BUILDING	0	0%	25-Jul-25		I ENERGIZE BUILDING																													
PHSIII-1370	INSTALL CEILING INSULATION PER PLAN	2	0%	29-Jul-25	30-Jul-25	I INSTALL CEILING INSULATION PER PLAN																													
PHSIII-1380	INSTALL CEILING TILES PER PLAN	5	0%	31-Jul-25	06-Aug-25	I INSTALL CEILING TILES PER PLAN																													
PHSIII-1390	INSTALL FLOORING PER PLAN	5	0%	07-Aug-25	13-Aug-25	I INSTALL FLOORING PER PLAN																													
<b>BLDG B PUNCH</b>																																			
PHSIII-1400	PUNCH WALK	1	0%	14-Aug-25	14-Aug-25	I PUNCH WALK																													
PHSIII-1410	PUNCH LIST CORRECTIONS	5	0%	15-Aug-25	21-Aug-25	I PUNCH LIST CORRECTIONS																													
PHSIII-1420	PROFESSIONAL CLEANING	1	0%	22-Aug-25	22-Aug-25	I PROFESSIONAL CLEANING																													
PHSIII-1430	OWNER ACCEPTANCE	1	0%	25-Aug-25	25-Aug-25	I OWNER ACCEPTANCE																													

█ Remaining Level of Effort   
 █ Actual Level of Effort   
 █ Remaining Work   
 █ Actual Work   
 █ Critical Remaining Work

PRELIMINARY BASELINE - WASHINGTON MIDDLE SCHOOL HVAC REPLACEMENT

29-Mar-24

Activity ID	Activity Name	Original Duration	Activity % Complete	Start	Finish	2024												2025												2026				
						Feb	Mar	Apr	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	
<b>BUILDING F</b>																																		
<b>BLDG F ABATEMENT AND DEMO</b>																																		
PHSIII-2000	CONTAINMENT SETUP	2	0%	30-May-25	02-Jun-25													CONTAINMENT SETUP																
PHSIII-2010	DISTRICT REMOVE IONIZERS - MUSIC CLASSROOM	2	0%	03-Jun-25	04-Jun-25													DISTRICT REMOVE IONIZERS - MUSIC CLASSROOM																
PHSIII-2020	DEMO FLOORING - MUSIC CLASSROOM	2	0%	05-Jun-25	06-Jun-25													DEMO FLOORING - MUSIC CLASSROOM																
PHSIII-2030	DEMO FLOOR AIR SUPPLIES - MUSIC CLASSROOM	2	0%	09-Jun-25	10-Jun-25													DEMO FLOOR AIR SUPPLIES - MUSIC CLASSROOM																
PHSIII-2040	DEMO ACOUSTICAL CEILINGS - MUSIC CLASSROOM	2	0%	11-Jun-25	12-Jun-25													DEMO ACOUSTICAL CEILINGS - MUSIC CLASSROOM																
PHSIII-2050	REMOVE EXISTING LIGHTING - MUSIC CLASSROOM - AND FIRE ALARM EQUIPMENT (ALL)	2	0%	13-Jun-25	16-Jun-25													REMOVE EXISTING LIGHTING - MUSIC CLASSROOM - AND FIRE ALARM EQUIPMENT (ALL)																
PHSIII-2130	DEMO HYDRONIC PIPING IN CEILING AND REMOVE TO OUTSIDE OF BUILDING, 5'	1	0%	13-Jun-25	13-Jun-25													DEMO HYDRONIC PIPING IN CEILING AND REMOVE TO OUTSIDE OF BUILDING, 5'																
PHSIII-2060	REMOVE ELECTRICAL WIRING BACK TO SOURCE - MUSIC CLASSROOM	3	0%	17-Jun-25	20-Jun-25													REMOVE ELECTRICAL WIRING BACK TO SOURCE - MUSIC CLASSROOM																
PHSIII-2070	REMOVE SURFACE MOUNTED ELECTRICAL CONDUIT - MUSIC CLASSROOM	2	0%	23-Jun-25	24-Jun-25													REMOVE SURFACE MOUNTED ELECTRICAL CONDUIT - MUSIC CLASSROOM																
PHSIII-2080	REMOVE WHITEBOARDS, SMART BOARDS AND TV'S - MUSIC CLASSROOM	1	0%	25-Jun-25	25-Jun-25													REMOVE WHITEBOARDS, SMART BOARDS AND TV'S - MUSIC CLASSROOM																
PHSIII-2090	REMOVE WALL COVERINGS DOWN TO PLYWOOD - MUSIC CLASSROOM	2	0%	26-Jun-25	27-Jun-25													REMOVE WALL COVERINGS DOWN TO PLYWOOD - MUSIC CLASSROOM																
PHSIII-2100	REMOVE AIR DUCT IN FLOOR	3	0%	30-Jun-25	02-Jul-25													REMOVE AIR DUCT IN FLOOR																
PHSIII-2110	DEMO EXISTING FAN COIL AND COMPONENTS NORTH OF STAGE	2	0%	03-Jul-25	07-Jul-25													DEMO EXISTING FAN COIL AND COMPONENTS NORTH OF STAGE																
PHSIII-2140	REMOVE AND STORE EXISTING ELECTRICAL PANELS IN HALL AND MUSIC CLASSROOM	3	0%	03-Jul-25	08-Jul-25													REMOVE AND STORE EXISTING ELECTRICAL PANELS IN HALL AND MUSIC CLASSROOM																
PHSIII-2120	DEMO EXISTING SUPPLY AND RETURN AIR GRILLS AND DUCT WORK - MUSIC AND HALL	2	0%	08-Jul-25	09-Jul-25													DEMO EXISTING SUPPLY AND RETURN AIR GRILLS AND DUCT WORK - MUSIC AND HALL																
PHSIII-2150	CUT OPEN ROOF SHEETING FOR NEW PLENUMS	1	0%	09-Jul-25	09-Jul-25													CUT OPEN ROOF SHEETING FOR NEW PLENUMS																
PHSIII-2160	ASBESTOS AIR TESTING	0	0%	10-Jul-25														ASBESTOS AIR TESTING																
PHSIII-2500	ASBESTOS TEST WAITING FOR RESULTS	3	0%	10-Jul-25	14-Jul-25													ASBESTOS TEST WAITING FOR RESULTS																
<b>BLDG F NEW CONSTRUCTION</b>																																		
PHSIII-2170	INSTALL STRUCTURAL COMPONENTS FOR NEW HVAC CURB	2	0%	15-Jul-25	16-Jul-25													INSTALL STRUCTURAL COMPONENTS FOR NEW HVAC CURB																
PHSIII-2260	PATCH SUPPLY GRILLS IN MUSIC ROOM FLOOR PER PLANS	2	0%	15-Jul-25	16-Jul-25													PATCH SUPPLY GRILLS IN MUSIC ROOM FLOOR PER PLANS																
PHSIII-2280	INSTALL NEW ELECTRICAL AND DATA LAYOUT PER CLASSROOM	5	0%	15-Jul-25	21-Jul-25													INSTALL NEW ELECTRICAL AND DATA LAYOUT PER CLASSROOM																
PHSIII-2290	INSTALL NEW LIGHTING CONTROL LAYOUT	2	0%	15-Jul-25	16-Jul-25													INSTALL NEW LIGHTING CONTROL LAYOUT																
PHSIII-2180	INSTALL HVAC CURB	2	0%	17-Jul-25	18-Jul-25													INSTALL HVAC CURB																
PHSIII-2190	INSTALL HVAC PLENUMS	1	0%	21-Jul-25	21-Jul-25													INSTALL HVAC PLENUMS																
PHSIII-2200	INSTALL CONDENSATE DRAIN LINE FROM ROOF WITH STUB UP	1	0%	22-Jul-25	22-Jul-25													INSTALL CONDENSATE DRAIN LINE FROM ROOF WITH STUB UP																
PHSIII-2300	INSTALL NEW BLOCKING IN WALLS FOR TEACHING WALL	1	0%	22-Jul-25	22-Jul-25													INSTALL NEW BLOCKING IN WALLS FOR TEACHING WALL																
PHSIII-2210	INSTALL ELECTRICAL STUB UP INTO ROOF	1	0%	23-Jul-25	23-Jul-25													INSTALL ELECTRICAL STUB UP INTO ROOF																
PHSIII-2270	WHERE PATCHING EXIST, INSTALL WALL INSULATION PATCH OPENINGS	2	0%	23-Jul-25	24-Jul-25													WHERE PATCHING EXIST, INSTALL WALL INSULATION PATCH OPENINGS																
PHSIII-2220	INSTALL NEW ROOF CRICKET	2	0%	24-Jul-25	25-Jul-25													INSTALL NEW ROOF CRICKET																
PHSIII-2310	PAINT INTERIOR AND EXTERIOR	3	0%	25-Jul-25	29-Jul-25													PAINT INTERIOR AND EXTERIOR																
PHSIII-2230	INSTALL NEW ROOF COMPOSITE SHINGLES	2	0%	28-Jul-25	29-Jul-25													INSTALL NEW ROOF COMPOSITE SHINGLES																
PHSIII-2240	INSTALL HVAC UNIT, P-TRAP AND DISCONNECT	2	0%	30-Jul-25	31-Jul-25													INSTALL HVAC UNIT, P-TRAP AND DISCONNECT																
PHSIII-2320	INSTALL NEW VCTB	2	0%	30-Jul-25	31-Jul-25													INSTALL NEW VCTB																
PHSIII-2330	REINSTALL ELECTRICAL PANELS & INSTALL NEW 480V PANELS	3	0%	30-Jul-25	01-Aug-25													REINSTALL ELECTRICAL PANELS & INSTALL NEW 480V PANELS																
PHSIII-2350	INSTALL DUCTWORK	2	0%	30-Jul-25	31-Jul-25													INSTALL DUCTWORK																
PHSIII-2250	INSTALL ROOF FOAM OVER COMPOSITE SHINGLES	1	0%	01-Aug-25	01-Aug-25													INSTALL ROOF FOAM OVER COMPOSITE SHINGLES																
PHSIII-2360	INSTALL T-BAR GRID PER PLAN	3	0%	01-Aug-25	05-Aug-25													INSTALL T-BAR GRID PER PLAN																
PHSIII-2370	INSTALL NEW LIGHTING PER PLAN	2	0%	01-Aug-25	04-Aug-25													INSTALL NEW LIGHTING PER PLAN																
PHSIII-2380	INSTALL FA GEAR PER PLAN	2	0%	01-Aug-25	04-Aug-25													INSTALL FA GEAR PER PLAN																
PHSIII-2340	INSTALL OUTLETS, SWITCHES AND PLATES	2	0%	04-Aug-25	05-Aug-25													INSTALL OUTLETS, SWITCHES AND PLATES																
PHSIII-2390	INSTALL SPEAKERS/DATA PER PLAN	2	0%	05-Aug-25	06-Aug-25													INSTALL SPEAKERS/DATA PER PLAN																
PHSIII-2400	REINSTALL IONIZERS FROM DISTRICT	1	0%	07-Aug-25	07-Aug-25													REINSTALL IONIZERS FROM DISTRICT																
PHSIII-2420	INSTALL SUPPLY AND RETURN REGISTERS	1	0%	08-Aug-25	08-Aug-25													INSTALL SUPPLY AND RETURN REGISTERS																
PHSIII-2410	ENERGIZE MUSIC ROOM	0	0%	08-Aug-25														ENERGIZE MUSIC ROOM																
PHSIII-2430	INSTALL CEILING TILES PER PLAN	3	0%	11-Aug-25	13-Aug-25													INSTALL CEILING TILES PER PLAN																
PHSIII-2440	INSTALL CEILING INSULATION PER PLAN	2	0%	14-Aug-25	15-Aug-25													INSTALL CEILING INSULATION PER PLAN																
PHSIII-2450	INSTALL FLOORING PER PLAN	2	0%	18-Aug-25	19-Aug-25													INSTALL FLOORING PER PLAN																
<b>BLDG F PUNCH</b>																																		

█ Remaining Level of Effort   
 █ Actual Level of Effort   
 █ Remaining Work   
 █ Actual Work   
 █ Critical Remaining Work   
 — Second Baseline







## **Bid Package 00 - Standard Project Requirements – Addendum No. 3**

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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 Washington Middle 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 replacing existing unit ventilators, air handlers, and make-up air units in Buildings A, B, C, D, E, F, G, and H with modern, more efficient rooftop package units including removal of all existing outdated, central plant equipment from the chiller yard after the new equipment is approved and fully operational. Scope also includes fire alarm system upgrade at buildings previously mentioned along with new flooring, ceilings, and replacement of patches due to the modernization. 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 May 6, 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 be 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 Contract 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 manage 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. ~~SCA will provide a water meter at a point to be determined. Each Contractor will be charged the current local municipality's water rate plus 10% for SCA markup for their water usage. 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. ~~Each worker on site is required to obtain Two Hour Asbestos Awareness Training or provide proof of training within the last year. Two Hour Asbestos Training is an annual training.~~
70. Each worker on site is required to adhere to the training, direction, and regulations as outlined in the YES Environmental, Inc. Lead Remediation Scope of Work dated March 7, 2024.

***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 01 Site Visit Verification (mandatory for BP-01, ~~BP-10, and BP-11~~, BP-08 and BP09)
5. 00 45 19 Non-Collusion Declaration
6. 00 45 19.01 Iran Contracting Act
7. 00 45 46.11 Federal Debarment Certification
8. 00 45 46.12 Federal Byrd Ant-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 (I)(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 (I)(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. This training is also listed in the Asbestos Scope of Work. It is worker specific training.



## Bid Package 01 Selective Demolition & Abatement – Addendum No. 3

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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: 024113 – 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 YES Environmental, Inc. Asbestos Abatement Scope of Work dated ~~November 13, 2023~~ **March 7, 2024**. Prime contractor to follow all recommendations and environmental regulations required for proper disposal of hazardous containing material. **Additionally, contractor to follow all recommendations set forth in the Lead Remediation Scope of Work dated March 7, 2024.**
4. Provide site demolition including chiller yard equipment, piping, CMU wall, & concrete slab, transformer & pad, and concrete walks & asphalt paving for underground electrical.
5. Provide selective building demolition including sheet metal pipe covers with concrete pads, roofing, flooring, wall base, windows, glue-on ceiling tiles, glue-on ceiling tile substrate, nailers, stripping, acoustical T-Bar ceilings, drywall ceilings & walls and all other items scheduled to be demolished per the Architectural drawings.



6. Provide removal of ~~dry wall finish~~ plywood wall finish at locations where conduit and piping are to be installed within the wall cavity. Coordinate with Mechanical and Electrical Prime Contractor. Refer to electrical and mechanical plans where in-wall pipe and conduit are called to be installed. Figure a 16" wide strip of plywood wall finish, floor to ceiling at all locations.
7. Provide razor scraping of flooring adhesive ready for Flooring Contractor.
8. 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 the Mechanical Prime Contractor. Excludes (3) roof top units at building A to be removed by HVAC contractor.
9. 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.
10. 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.
11. Provide demolition of fire alarm devices, conduit, and cabling. Coordinate with Electrical Prime Contractor.
12. Protect in place those finishes and fixtures that will remain.
13. 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.
14. 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.
15. Provide all layout necessary to complete this scope of work. This contractor is responsible for taking, checking and verifying all field dimensions.
16. 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.
17. Construction water will be supplied by the District. This contractor shall provide their water trucks, hoses, etc. and maintain appropriate wetting of the site throughout the duration of their contract while on-site. ~~The use of a water truck will be required.~~
18. 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.
19. 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.

20. Obtain an approved haul route permit complete with driving route, traffic control plan, and hours of approved work from the City Public Works and/or any other required agency prior to commencing demolition or hauling.
21. 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.
22. 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.
23. Note: the wall finish within classroom is a plywood finish, not drywall.
24. Provide asphalt sawcut and demolitions 5' beyond the limits of the new asphalt paving as shown on the Partial Site Plan on ~~A2.24~~ A2.11.
25. Remove windows as shown. Prime Contractors to protect existing adjacent windows.
26. Remove TV monitors and marker boards and salvage them to the Owner for reinstallation by others.
27. 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.
28. Provide demolition of existing 3" thick flooring in Metal Shop Classroom Room G-13. Remove VCT along perimeter of classroom.
29. **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.



## Bid Package 02 Rough Carpentry – Addendum No. 3

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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: 061000 – Rough Carpentry**
  - b. **Section: 079200 – Joint Sealants (as pertains 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, ceilings, soffits, roof framing, rooftop platforms, bracing, wall & roof sheathing, nailers, blocking, backing, 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 cutting and framing for new roof openings and platforms for new rooftop mechanical equipment. The cutting of any roof structure and roof decking will be the responsibility of this Bid Package.
6. Provide blocking, framing and supports required for any mechanical (both mechanical and plumbing) component, electrical component, required for completion of the mechanical and electrical work; provide backing for Owner provided TV brackets.

7. Provide all builders hardware (i.e. Simpson or similar) including all fasteners including bolt nuts washers, shot pins etc.
8. Provide all fasteners (nuts, bolts, washer, lock washers etc.) for any wood-to-wood, wood-to-catalog hardware, wood-to-concrete connections.
9. 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.
10. Provide vertical and horizontal Firestopping at all required locations per specifications and plans.
11. Provide all layout necessary to complete this scope of work. This contractor is responsible for taking, checking and verifying all field dimensions.
12. Provide plywood sheathing at all outdoor unit curbs.
13. Provide wall infill where barometric relief assemblies over classroom doors are figured to be removed.
14. Provide blocking for the smart board and two whiteboards at each classroom. Coordinate opening with Demolition Contractor and blocking with District.
15. Provide blocking for the smart board and two whiteboards at each classroom. Coordinate opening with Demolition Contractor and blocking with District.
16. Provide plywood wall sheathing finish at locations where existing plywood has been removed for the installation of in-wall pipe and conduit. Refer to electrical and mechanical plans where in-wall pipe and conduit are called to be installed. Figure a 16" wide strip of plywood wall finish, floor to ceiling at all locations. Coordinate with Demolition contractor.
17. Provide wall infill framing and sheathing where windows are removed.
18. **Allowance #01** – Unforeseen Conditions: Include the sum of \$25,000.00 in your Contract Amount for the following: patching plywood finish at classroom walls 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 03 Miscellaneous – Addendum No. 3**

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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: 061000 – Rough Carpentry (as pertains to this Bid Package)**
  - b. **Section: 072100 – Thermal Insulation**
  - c. **Section: 073113 – Asphalt Shingle Patching**
  - d. **Section: 075713 – Sprayed Foam Roofing System**
  - e. **Section: 076200 – Sheet Metal Flashings and Trim**
  - f. **Section: 079200 – Joint Sealants (as pertains to this Bid Package)**
  - g. **Section: 312000 – Earth Moving**
  - h. **Section: 321216 – Asphalt Paving**
  - i. **Asphalt Paving & Subgrade Compaction**
2. Refer to the CPM schedule and Area Phasing plans and provide multiple mobilizations as necessary to complete this work.
3. 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. **Existing roofing material is a sprayed foam roofing system.**
4. Provide crickets at new rooftop unit locations.
5. Provide all sheet metal associated with the roofing system including drip flashings, counter flashings, valley flashings, springlock flashing, expansion flashings, reglets, and trim.

6. 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.
7. Coordinate the placement and configuration of all flashing with all other trades as appropriate.
8. Provide sprayed foam roofing system patching at all roofing locations, to match existing, as shown in the contract.
9. Provide all thermal insulation in walls and roof areas as shown on the drawings.
10. Provide thermal insulation at all exterior wall infill locations to create a fully insulated installation.
11. Provide thermal insulation at underside of roof deck at areas where rooftop mechanical units are being removed and/or installed.
12. Provide thermal insulation at new ceiling areas as shown.
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 all site asphalt concrete paving including but not limited to: subgrade preparation, vegetation control, soil sterilization, tack coat, asphalt emulsion seal coat, redwood headers, patching and repair of existing pavement.
16. Provide flood testing of all paved surfaces after paving is complete, to ensure proper drainage, and prove no puddling will occur. Max tolerance is to be 1/8".
17. Provide all aggregate base, including grading and compaction, under any area to receive paving.
18. Provide clean sawcut line at locations where new paving abuts existing paving prior to new paving placement.
19. Provide proper number of move-ins required to complete work.
20. Provide scarification, moisture conditioning, compaction (including any proof rolling), fine grading of asphalt subgrade.
21. Obtain an approved haul route permit complete with driving route, traffic control plan, and hours of approved work from the City Public Works and/or any other required agency prior to commencing import/export activities.
22. Obtain and coordinate a designated queuing/Staging area/plan for trucks from the appropriate municipality and present to General Contractor prior to commencing any import/export or hauling of material.
23. Provide all pavement paint marking & striping as/where noted in the contract documents, including outdoor courts, play areas, fire lanes and curbs as shown on contract documents including but not limited to layout and surface preparation etc.
24. Provide all site signage as/where noted in the contract documents, including but not limited to all Accessible parking, accessible loading, fire lane, tow away, parking, bus loading student load and

fire access line, exit route. Note; this work shall also include any posts (including excavation, concrete and rebar) and core drilling of any concrete necessary to install any sign or sign post. Provide

25. Recompact the top 12" of native soil to 92% compaction.
26. Expand asphalt patch 5' beyond the new asphalt limits as shown on The Partial Site Plan on ~~A2.24~~ A2.11. Demo Contractor to provide clean saw-cut line.
27. Provide plywood wainscot in all classrooms per Classroom Interior Elevations as shown on A2.20.
28. Provide sheet metal downspouts at all locations as shown on the Mechanical drawings.
29. Provide slab infill at Metal Shop Classroom G-13 per the contract documents.
30. NOTE: concrete and asphalt patch back at electrical and mechanical trenches should not be included in this Bid Package.



## Bid Package 05 Acoustical Ceilings – Addendum No. 3

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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: 079200 – Joint Sealants (as it pertains to this Bid Package)**
  - b. **Section: 095113 – Acoustical Panel Ceilings**
2. Refer to the CPM schedule and Area Phasing plans and provide multiple mobilizations as necessary to complete this work.
3. Provide all acoustical ceiling system complete with mains, runners, lay-in fiberboard panels, including wires, hangers, braces, edge metal, sway bracing, struts, compression struts, seismic restraints mounting hardware, accessories etc. required to produce a completed ceiling.
4. Provide additional wires at any suspended ceiling as required for attachment to all light fixtures, HVAC grilles/registers, or any other device required to be mounted to or through an acoustical ceiling as required to meet any applicable codes.
5. Provide any and all fasteners, supports, bracing, hangers, clips, channels, panel termination, and trim required to produce a complete ready for use system.
6. Provide patch back of glue-on acoustic tile at classroom light wells per the contract documents.
7. Provide new tackboard finish to classroom walls as called out. Tackboard finish to be Chatfield Clark, Koroseal Ceres, Fog. ~~Tackboard to extend 6” above acoustical ceiling grid. Tackboard finish clarified in Addendum 2. Tackboard to terminate at the bottom of the T-bar ceiling grid.~~



Provide aluminum cap where tackboard terminates. Contractor is responsible for cleaning of existing substrate for proper adhesion.



## Bid Package 06 Floor Covering – Addendum No. 3

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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: 079200 – Joint Sealants (as it pertains to this work)**
  - b. **Section: 096513 – Resilient Base and Accessories**
  - c. **Section: 096519 – Resilient Tile Flooring**
  - d. **Section: 096813 – Tile Carpeting**
  - e. **Flooring and Base**
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, entry mat, and topset base as/where noted in the contract documents.
4. 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.
5. Contractor must participate/attend pre-installation meeting to be set by the Construction Manager.
6. Provide submittals, shop drawings, seam diagrams, manuals, product data sheets and samples as noted in specifications including color samples as appropriate.

7. 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.
8. Provide moisture and PH testing of the substrate as noted in the contract documents, evaluate all readings and confirm the test results are conducive to the floor covering.
9. Furnish owner with additional (extra) material as noted in the contract documents.
10. Provide and maintain protection of all finished products during the construction.
11. 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.
12. Provide stair nosing at Music Classroom per the contract documents.
13. Provide VCT flooring as shown in the contract documents.
14. Provide concrete moisture vapor emission testing where new slab is poured in Metal Shop Classroom Room G-13. Contractor shall not install flooring until slab moisture content recommendation has been satisfied.
15. **Allowance #01 – Flooring Changes:** Include the sum of \$30,000.00 in your Contract Amount for the following: changes / modifications / additions to the flooring scope of work 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 07 Painting – Addendum No. 3

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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: 079200 – Joint Sealants (as it pertains to this work)**
  - b. **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 as noted below:
  - a. Exterior painting shall include but not be limited to exposed piping per the mechanical drawings or any other surface noted to be painted. Plaster patches to match existing. **Downspouts.**
  - b. Interior painting shall include but not be limited to gypsum board at walls, ceilings and soffits. 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. **Plywood wainscot.**
4. Provide proper preparation for all items and surfaces called out to be painted.
5. 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.

6. Provide touch up of finish paint as where required.



## **Bid Package 08 Mechanical – Addendum No. 3**

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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: 024119 – Selective Building Demolition (as it pertains to this work)**
  - b. **Section: 079200 – Joint Sealants (as it pertains to this work)**
  - c. **Section: 224000 – Plumbing**
  - d. **Section: 230010 – General Mechanical Provisions**
  - e. **Section: 230593 – Testing, Adjusting and Balancing for HVAC**
  - f. **Section: 230700 – HVAC Insulation**
  - g. **Section: 232300 – Refrigerant Piping**
  - h. **Section: 233113 – Air Distribution**
  - i. **Section: 237000 – HVAC Equipment**
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 plumbing and HVAC related items to be demolished by others (BP01 Selective Demolition & Abatement).
4. Provide draining of all existing HVAC Units to be removed / demolished.
5. Remove (3) existing roof top units at Building A.
6. Provide installation of Owner furnished HVAC units including 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. Additional information clarifying Owner Furnished equipment to be provided via Addendum.

7. Provide installation of Owner furnished thermostats. Cut sheets to be provided via Addendum.
8. 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.
9. Provide hangers, bracket, support, splay, rod, brace, angle, strap, fastener, clip etc. for work provide under this proposal package.
10. 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.
11. Provide condensate piping, drains (primary or secondary), and main drains complete for all HVAC units, including final connection of any such drain.
12. Provide all refrigerant piping and accessories complete as part of the indoor / outdoor units
13. Provide drip pans (primary or secondary) prepared to accept/receive condensate piping as/where required for all HVAC units requiring same.
14. Provide t-stats or any other device required to complete the controls system as/where noted including all required programming and training.
15. 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.
16. Provide caulking and/or joint sealers for all work provided under this proposal package.
17. Provide access doors as required by the work of this contract.
18. Provide air balancing accompanied by the appropriate supporting documentation/certification.
19. 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.
20. Provide location and/or layout for any backing or framing opening that is required to install any work performed under this proposal package.
21. Provide all required, marking, labeling and signage for all piping, valves, devices, units, etc.
22. 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.
23. Provide commissioning and documentation thereof for any item or system as required per the specifications.

24. Provide temporary filters in all equipment, for use in any equipment of this system for start-up and thru the construction phase.
25. 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
26. All firesafing and stopping to be coordinated with DSA inspector and other trades prior to installation.
27. Existing ionizers in the ceiling are being removed, cleaned and palletized by the District.
28. Mini-split curbs are not Owner Furnished. Contractor to provide mini-split curbs per the contract documents.
29. Provide the new sink and all associated piping at Room B-5 per the contract documents.
30. Chiller to remain operational for all classroom wings still running on the existing system; coordinate shutdown with CM.





## Bid Package 09 Electrical & Fire Alarm – Addendum No. 3

PROJECT: **Washington Middle School HVAC Replacement**  
1101 Noble Ave.  
Bakersfield, CA 93305

DSA NUMBER: 03-122490

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: 024119 – Selective Demolition (as it pertains to this work)**
  - b. **Section: 079200 – Joint Sealants**
  - c. **Section: 260573 – Short Circuit Protective Devices Coordination Study**
  - d. **Section: 260574 – Arc Flash Hazard Study**
  - e. **Section: 260943 – Network Lighting Control**
  - f. **Section: 266000 – General Conditions**
  - g. **Section: 267000 – Basic Electrical Materials and Methods**
  - h. **Section: 270000 – Communication General**
  - i. **Section: 270258 – Communications Pathways**
  - j. **Section: 271000 – Structure Cabling System**
  - k. **Section: 272000 – Network Electronics – Owner Provided**
  - l. **Section: 272300 – Uninterruptible Power Supply System**
  - m. **Section: 273000 – Telephone/Voice System – Owner Provided**
  - n. **Section: 274100 – Classroom Audio Visual Systems – Owner Provided**
  - o. **Section: 275100 – Intercom/Paging/Clock System**
  - p. **Section: 275200 – Assistive Listening Systems**
  - q. **Section: 281600 – Intrusion Detection/Alarm System**
  - r. **Section: 282300 – Surveillance Camera System – Owner Provided**
  - s. **Section: 293100 – Fire Detection and Alarm Systems**
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 the demolition Contractor.
4. Ensure existing systems outside of the construction area are left in working order during construction. Coordinate any system outages (if required) with SCA.
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 SCA 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, ~~panels~~, 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. Panels are Owner Furnished, Contractor Installed.
9. Provide installation of Owner furnished Electrical equipment including 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. Additional information clarifying Owner Furnished equipment to be provided via Addendum.
10. 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, ~~switchgear~~, panels, 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. Switchgear is Owner Furnished, Contractor Installed.
11. Provide PG&E infrastructure including all conduit, vaults, transformer pad, and bollards per the PG&E drawings. Contractor to coordinate PG&E inspections. **Include trenching, backfill, directional boring, bore pit, shoring / trench box, and all other necessary means to complete this scope of work.**
12. Provide removal and patch back of concrete, asphalt and landscaping disturbed by work in this proposal package.
13. 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.
14. 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.
15. Locate using appropriate means all existing underground utilities, electrical and communication conduit etc. within the new construction site. Update General Contractors As-Built drawings showing the locations of all existing utilities prior to commencement of any work.

16. Provide any excavation, shading, bedding, backfill and compaction for any work under this contract.
17. 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.
18. Provide off-site removal of all spoils generated by this work.
19. Include battery calculations for emergency lighting with submittals.
20. 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".
21. 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.
22. 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.
23. Provide connection of supporting ceiling wires to light fixture or any other device provide as part of this work.
24. 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.
25. Provide Arc Flash Hazard Studies as required by current code.
26. Provide all breaker testing as required by current code and/or per the specifications.
27. At the commencement of construction, coordinate a meeting through SCA 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 SCA.
28. 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.
29. 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.

30. Provide temporary power boxes (1 each per building) and power cords until permanent power supply is established to the building.
31. Provide all connections, supports, support wires, rods, braces, angles, straps, anchors, etc. for work installed under this proposal package.
32. Provide conduit, wire and connections for other trades as noted in plans and specifications.
33. Provide commissioning and documentation thereof for any item or system as required per the specifications.
34. Provide any joint sealant/caulking required to finish and seal the work of this proposal package.
35. Provide disconnects of economizer separate from AC units.
36. Contractor shall comply with the requirements of AB 219 as it pertains to the related scope of work.
37. 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.
38. Provide submittals in accordance with the Project Manual and CPM Schedule.
39. Provide final cleaning of all equipment, etc.
40. 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.
41. 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.
42. Contractor shall provide formal training to school district staff on any installed system.
43. Provide housekeeping pads for transformers, panels, and switchgear per the contract documents.
44. Provide reinstallation of ceiling mounted ionizers.
45. Note: the wall finish within classrooms is a plywood finish, not drywall.
46. Provide all Division 27 and Division 28 work as described in the specifications and as shown on the Camera Plot Map plan and the Standard Classroom plan. Provide all work required for complete and functioning systems including the installation of Owner provided equipment.
47. **Allowance #01 – Low Voltage Systems:** Include the sum of \$125,000.00 in your Contract Amount for the following: all low voltage work as specified in the Divisions 27 and 28 and are 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.

**NOTICE OF AWARD**

Dated: \_\_\_\_\_ 20\_\_

To: \_\_\_\_\_ (Contractor)

\_\_\_\_\_  
(Address)

From: Governing Board ("Board") of the Bakersfield City School District ("District")

Re: Washington Middle School HVAC Replacement

Project No.: 22221.00-42 ("Project"). Bid Package #: \_\_\_\_\_

Contractor has been awarded the Contract for the above-referenced Project on \_\_\_\_\_, 20\_\_, by action of the District's Board.

The Contract Price is \_\_\_\_\_ Dollars (\$\_\_\_\_\_), and includes alternates \_\_\_\_\_.

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Drawings will be delivered electronically. Additional copies are available at cost of reproduction.

You must comply with the following conditions precedent within **SEVEN (7)** calendar days of the date of this Notice of Award.

The Contractor shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award.

- a. Agreement: To be executed by successful Bidder. Submit three (3) copies, each bearing an original signature.
- b. ~~Escrow of Bid Documentation: This must include all required documentation. See the document titled Escrow Bid Documentation for more information.~~
- c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- d. Payment Bond (Contractor's Labor & Material Bond) (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.
- e. Insurance Certificates and Endorsements as required.
- f. Workers' Compensation Certification.
- g. Prevailing Wage and Related Labor Requirements Certification.
- h. Disabled Veteran Business Enterprise Participation Certification.

- i. Drug-Free Workplace Certification.
- j. Tobacco-Free Environment Certification.
- k. Hazardous Materials Certification.
- l. Lead-Based Materials Certification.
- m. Imported Materials Certification.
- n. Criminal Background Investigation/Fingerprinting Certification.
- o. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.

Failure to comply with these conditions within the time specified will entitle District to consider your bid abandoned, to annul this Notice of Award, and to declare your Bid Security forfeited, as well as any other rights the District may have against the Contractor.

After you comply with those conditions, District will return to you one fully signed counterpart of the Agreement.

**BAKERSFIELD CITY SCHOOL DISTRICT**

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT

**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=displayPWCRRegistrationForm> 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:

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

*[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]*

**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.

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

	<b><u>WORK PERFORMED BY CONTRACTOR</u></b>	<b><u>ADD</u></b>	<b><u>DEDUCT</u></b>
(a)	<b><u>Material</u></b> (attach itemized quantity and unit cost plus sales tax)		
(b)	<b><u>Add Labor</u></b> (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)	<b><u>Add Equipment</u></b> (attach suppliers' invoice)		
(d)	<b><u>Add General Conditions Cost</u></b> (if Time is Compensable) (attach supporting documentation)		
(e)	<b><u>Subtotal</u></b>		
(f)	<b><u>Add Overhead and Profit for Contractor</u></b> , not to exceed fifteen percent (15%) of Item (e)		
(g)	<b><u>Subtotal</u></b>		
(h)	<b><u>Add Bond and Insurance</u></b> , not to exceed two percent (2%) of Item (g)		
(i)	<b><u>TOTAL</u></b>		
(j)	<b><u>Time</u></b> (zero unless indicated; "TBD" not permitted)	<b><u>_____ Calendar Days</u></b>	

**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.

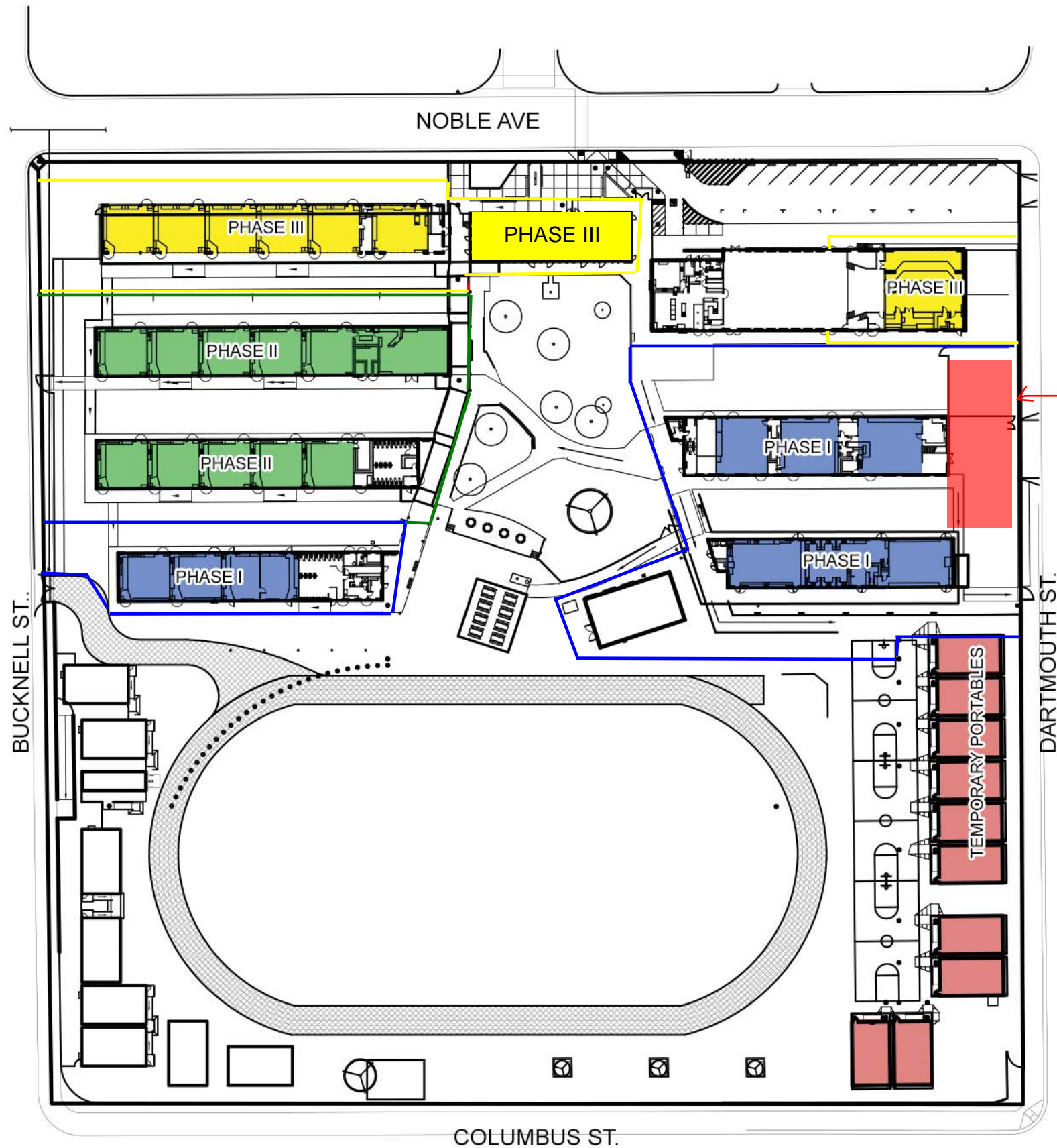
**28.5 Compliance with Government Reporting Requirements**

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



G:\2022frs\22-5565 BCSD Washington MS Temp Classrooms\Design\Presentation\230828\_Temp Portables



Laydown area

**THREE PHASE LEGEND**

- PHASE I
- PHASE II
- PHASE III



SCALE: 1" = 60'-0"

0 60' 120'

**Bakersfield City School District**  
1300 Baker Street  
Bakersfield, CA 93305

# PHASING PLAN

## Washington Middle School

**integrated designs**  
by SOMAM, Inc.

ARCHITECTURE • ENGINEERING • INTERIOR DESIGN  
PROJECT MANAGEMENT

Phone (559)436-0881 • www.integrateddesigns.com

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Salvaging nonhazardous demolition waste.
  - 2. Recycling nonhazardous demolition waste.
  - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements.
  - 2. Section 095113 "Acoustical Panel Ceilings" for demolition of existing "acoustical Panel Ceiling" and recycling of demolished materials.

#### 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.4 PERFORMANCE REQUIREMENTS

- A. General: Achieve end-of-Project rates for salvage/recycling of 50 percent by weight of total non-hazardous solid waste generated by the Work. Practice efficient waste management in the use of materials in the course of the Work. Use all reasonable means to divert construction and demolition waste from landfills and incinerators. Facilitate recycling and salvage of materials, including the following:

1. Demolition Waste:
  - a. Asphalt paving.
  - b. Concrete.
  - c. Concrete reinforcing steel.
  - d. Roofing.
  - e. Gypsum board.
  - f. Acoustical tile and panels.
  - g. Carpet.
  - h. Carpet pad.
  - i. Mechanical equipment.
  - j. Refrigerants.
  - k. Electrical conduit.
  - l. Lighting fixtures.
  - m. Lamps.
  - n. Ballasts.
  
2. Construction Waste:
  - a. Roofing.
  - b. Packaging: Regardless of salvage/recycle goal indicated in "General" Paragraph above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
    - 1) Paper.
    - 2) Cardboard.
    - 3) Boxes.
    - 4) Plastic sheet and film.
    - 5) Wood crates.
    - 6) Plastic pails.

#### 1.5 ACTION SUBMITTALS

- A. Waste Management Plan: Submit plan within 7 days of date established for the Notice to Proceed.

#### 1.6 INFORMATIONAL SUBMITTALS

- A. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit report. Use Form CWM-7 for construction waste and Form CWM-8 for demolition waste. Include the following information:
  1. Material category.
  2. Generation point of waste.
  3. Total quantity of waste in tons (tonnes).
  4. Quantity of waste salvaged, both estimated and actual in tons (tonnes).
  5. Quantity of waste recycled, both estimated and actual in tons (tonnes).
  6. Total quantity of waste recovered (salvaged plus recycled) in tons (tonnes).
  7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
  
- B. Waste Reduction Calculations: Before request for Substantial Completion, submit calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.

- C. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- D. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- E. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- F. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Qualification Data: For waste management coordinator and refrigerant recovery technician.
- H. Statement of Refrigerant Recovery: Signed by refrigerant recovery technician responsible for recovering refrigerant, stating that all refrigerant that was present was recovered and that recovery was performed according to EPA regulations. Include name and address of technician and date refrigerant was recovered.

#### 1.7 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: Experienced firm, with a record of successful waste management coordination of projects with similar requirements.
- B. Refrigerant Recovery Technician Qualifications: Certified by EPA-approved certification program.
- C. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- D. Waste Management Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
  1. Review and discuss waste management plan including responsibilities of waste management coordinator.
  2. Review requirements for documenting quantities of each type of waste and its disposition.
  3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
  4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
  5. Review waste management requirements for each trade.

#### 1.8 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.

- B. Waste Identification: Indicate anticipated types and quantities of demolition site-clearing and construction waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Use Form CWM-3 for construction waste and Form CWM-4 for demolition waste. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
  2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
  3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
  4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
  5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.
  6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location where materials separation will be performed.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Use Form CWM-5 for construction waste and Form CWM-6 for demolition waste. Include the following:
1. Total quantity of waste.
  2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
  3. Total cost of disposal (with no waste management).
  4. Revenue from salvaged materials.
  5. Revenue from recycled materials.
  6. Savings in hauling and tipping fees by donating materials.
  7. Savings in hauling and tipping fees that are avoided.
  8. Handling and transportation costs. Include cost of collection containers for each type of waste.
  9. Net additional cost or net savings from waste management plan.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.
  - 1. Distribute waste management plan to everyone concerned within three days of submittal return.
  - 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
  - 1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  - 2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.

### 3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work: Salvage items for reuse and handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until installation.
  - 4. Protect items from damage during transport and storage.
  - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items for Sale Not permitted on Project site.
- C. Salvaged Items for Owner's Use: Salvage items for Owner's use and handle as follows:
  - 1. Clean salvaged items.
  - 2. Pack or crate items after cleaning. Identify contents of containers with label indicating elements, date of removal, quantity, and location where removed.
  - 3. Store items in a secure area until delivery to Owner.
  - 4. Transport items to Owner's storage area designated by Owner.

- 5. Protect items from damage during transport and storage.
  - D. Equipment: Drain tanks, piping, and fixtures. Seal openings with caps or plugs. Protect equipment from exposure to weather.
  - E. Lighting Fixtures: Separate lamps by type and protect from breakage.
- 3.3 RECYCLING DEMOLITION WASTE, GENERAL
- A. General: Recycle paper and beverage containers used by on-site workers.
  - B. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.
  - C. Preparation of Waste: Prepare and maintain recyclable waste materials according to recycling or reuse facility requirements. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
  - D. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
    - 1. Provide appropriately marked containers or bins for controlling recyclable waste until removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
      - a. Inspect containers and bins for contamination and remove contaminated materials if found.
    - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
    - 3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
    - 4. Store components off the ground and protect from the weather.
    - 5. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.
- 3.4 RECYCLING DEMOLITION WASTE
- A. Asphalt Paving: Grind asphalt to maximum 1-1/2-inch size.
    - 1. Crush asphaltic concrete paving and screen to comply with requirements in Section 312000 "Earth Moving" for use as general fill.
  - B. Asphalt Paving: Break up and transport paving to asphalt-recycling facility.
  - C. Concrete: Remove reinforcement and other metals from concrete and sort with other metals.
    - 1. Pulverize concrete to maximum 4-inch size.
    - 2. Crush concrete and screen to comply with requirements in Section 312000 "Earth Moving" for use as satisfactory soil for fill or subbase.
  - D. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location. Remove edge trim and sort with other metals. Remove and dispose of fasteners.

- E. Acoustical Ceiling Panels and Tile: Stack large clean pieces on wood pallets and store in a dry location.
- F. Metal Suspension System: Separate metal members including trim, and other metals from acoustical panels and tile and sort with other metals.
- G. Carpet Tile: Remove debris, trash, and adhesive.
  - 1. Stack tile on pallet and store clean, dry carpet in a closed container or trailer provided by Carpet Reclamation Agency or carpet recycler.

### 3.5 RECYCLING CONSTRUCTION WASTE

- A. Packaging:
  - 1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
  - 2. Polystyrene Packaging: Separate and bag materials.
  - 3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
  - 4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
- B. Gypsum Board: Stack large clean pieces on wood pallets or in container and store in a dry location.
  - 1. Clean Gypsum Board: Grind scraps of clean gypsum board using small mobile chipper or hammer mill. Screen out paper after grinding.
    - a. Comply with requirements in Section 329300 "Plants" for use of clean ground gypsum board as inorganic soil amendment.

### 3.6 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
  - 1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

### 3.7 ATTACHMENTS

- A. Form CWM-1 for construction waste identification.
- B. Form CWM-2 for demolition waste identification.



- C. Form CWM-3 for construction waste reduction work plan.
- D. Form CWM-4 for demolition waste reduction work plan.
- E. Form CWM-5 cost/revenue analysis of construction waste reduction work plan.
- F. Form CWM-6 cost/revenue analysis of demolition waste reduction work plan.
- G. Form CWM-7 for construction waste
- H. Form CWM-8 for demolition waste.

END OF SECTION 017419

## SECTION 075713 - SPRAYED FOAM ROOFING SYSTEM

### 1.0 GENERAL REQUIREMENTS

#### 1.1 Terms and Conditions

##### 1.1.2 Bidders shall be pre-qualified as follows:

- a. All bidders shall be contractors who have specifically performed the application of sprayed-in-place polyurethane foam roofing systems. Such bidders shall have installed these systems for not less than ten years under the same contractor's name and license. Each bidder shall have performed at least fifteen applications of similar type and size. Bidders shall submit, with the bid, a list of projects including date of completion and contact information for verification.
- b. The Contractor shall be a current member in good standing with the Spray Polyurethane Foam Alliance and Accreditation Program. A copy of the SPFA membership certification shall be submitted with the bid. Completion of the Roofing Master Installer and Fundamentals of Spray Polyurethane Foam and Coating Systems is the minimum acceptable status in the accreditation program by the supervisor(s) and spray mechanic(s) assigned to the project.
- c. Each bidder shall submit a copy of the proposed Ten (10) Year Recoat Warranty along with the bid.
- d. The contractor shall carry a minimum of \$2,000,000 in general liability insurance on a continuing basis. Verification of insurance shall be submitted at the time of bid.
- e. The contractor shall submit, with the bid, a current license status printout from the Contractor's State License Board at <http://www.cslb.ca.gov> to demonstrate that the license is in good standing.
- f. Certification of the Manufacturer/Supplier: Submit, on corporate letterhead, a letter from the manufacturer supplier of the foam and from the supplier of the coating stating that the applicator of these products is qualified by the manufacturer supplier and meets sections 1.1.2 a and b.
- g. The contractor shall cooperate as required in performance of the specified inspecting and testing.
- h. Failure of the bidder to submit items A through F in its entirety with the bid will be deemed non-responsive.

##### 1.1.3 Suppliers shall be pre-qualified as follows:

- a. The manufacturer of the foam and coating shall have been in business for a minimum of ten years and shall maintain a minimum of \$5,000,000 of product liability insurance on a continuing basis.
- b. The manufacturer of the foam and coating shall have a minimum of 3,000,000 square feet of roofing system installed.
- c. The foam and coating shall be listed as Class A over existing non-combustible roofing systems by Underwriters Laboratories per UL 790 at the thicknesses intended for use.
- d. The foam and coating shall be listed as Class B over existing combustible decks by Underwriters Laboratories per UL 790 at the thicknesses intended for use.
- e. Failure of the bidder to submit items A through D in their entirety will be deemed non-responsive.

1.2 Submittals

- 1.2.1 Manufacturer's Literature: Submit two copies of the manufacturer's data sheets regarding specifications, application information and safety information, and safety instructions on each product proposed for use.
- 1.2.2 Samples: Submit two samples of the proposed coating system applied on urethane foam. Samples shall be two inches by four inches in size.
- 1.2.3 UL follow up service: The foam and coating shall be registered under the UL follow up service and bear UL labels.
- 1.2.4 Contractors shall submit a computer-generated milestones schedule showing each specific phase of work along projected completion dates.

2.0 MATERIALS AND EQUIPMENT

2.2 Caulking or Sealants

Caulking materials shall be single-component polyurethane elastomer such as Quik-Shield 15s-2.5 "Vulkem-921", "Sikaflex-1a", or approved equal. Roof field caulking shall be compatible with the respective elastomeric roof coating.

2.3 Polyurethane Foam: Polyurethane foam shall be a two-component polyurethane foam system formulated for use through airless equipment and manufactured by BASF.

Density (sprayed-in-place)	2.8-3.0 pcf min.
Compressive Strength	50-60 psi min.
Tensile Strength	70-75 psi min.
Shear Strength	50-60 psi min.
Closed Cell Content	95% min.
K Factor, Initial	0.11
Flame Spread (ASTM E84)	75 max.*
Roof Deck Classification:	ASTM E108 (UL 790)
Combustible Deck	Class B
Noncombustible Deck	Class A

\*This numerical flame spread rating is not intended to reflect hazards presented by this or any other material under actual fire conditions.

2.4 Acrylic rubber roof coating: The elastomeric coating shall be an acrylic elastomer coating and shall be Energy Star rated with the U.S. Environmental Protection Agency and California Title-24 Cool Roof Compliant.

Solids by Volume	56%
Solids by Weight	70%
Flash Point	>212°F
Initial Elongation (%)	310
Initial Tensile Strength	350 psi
Dry Adhesion	8.0 pli
Wet Adhesion	3 pli
Tear Resistance	130 lbf/in
1000 hr Accelerated Weathering	No Cracking or Checking
Elongation after Accelerated Weathering (%)	220

Low Temperature Flexibility after Accelerated Weathering	Pass
Permeance	19 perms
Water Swelling	6%
Fungi Resistance (zero = No Growth)	Zero Rating
Impact Resistance	>160
Tension Set @ 100%	0%
Durometer Hardness: Shore A	72

The minimum dry film thickness of the coating shall be 24 dry mils. Plasticized acrylics, vinyls, EVA's, terpolymers and PVA coatings shall not be considered.

- 2.6 Equipment: Equipment for spraying foam shall be manufactured specifically for the application of polyurethane foam. The equipment shall be airless, capable of maintaining a 1:1 volume ratio and have primary and hose heaters. Coating equipment shall be an airless type as recommended by the coating manufacturer.

### 3.0 SURFACE PREPARATION

Surface Condition: Identify and repair all leaks. The following areas are the most critical:

- a. Internal roof drains, scuppers and downspouts
- b. Edge detail, parapet walls and corner flashings
- c. Expansion joints, skylights, ductwork and air handling units
- d. Other roof penetrations such as soil pipes, ventilators and curbs

#### 3.1 Surface Condition

Owner shall insure that roof top equipment does not discharge liquids onto roof. All blowers shall exhaust into a container or the atmosphere and not onto the roof. The surface shall be free from solvent, grease, dust, sediment, dirt and sticky mastic.

- 3.2 All prepared surfaces to receive SPF roofing materials are to be primed with 1/3-1/2 gallon per 100 square feet using the appropriate primer as necessary.
- 3.3 All surfaces not to receive SPF roofing materials such as walls, shrubbery, pipe/conduit runs, windows, air conditioners and other roof mounted equipment shall be carefully masked with tape and paper to avoid overspray. Overspray shall be immediately removed at the contractor's expense. *All coating shall be terminated in clean straight lines.*
- 3.4 Inspect the roof surface and establish the presence of any blisters or cracks in the existing insulation, or saturated or delaminated foam or coating areas. Remove the materials from all areas where temporary repairs have been made. Prime all areas to receive insulation. Flash all new penetrations with insulation. Spot repairs must be ground to match surrounding grade and sealed with acrylic elastomer.
- 3.5 If any of the existing SPF roofing system is to be scarified, remove the existing coating and approximately ¼ -inch of existing polyurethane foam by scarifying. Insure that the remaining foam is clean, sound and dry. All scarified foam must be re-foamed at a minimum ½ -inch thickness and base coated the same day per manufacturer's recommendation. *There will be no exceptions.*
- 3.6 Remove all blisters to the deck and re-spray. Cracked, delaminated and saturated insulation shall be removed and the area re-sprayed. Grind all repairs to match the surrounding grade.

- 3.7 Repair all bird pecks and other mechanical damage by cutting away the damaged material or temporary repair materials and filling the void with a single component urethane caulking material per paragraph 2.2 above. Smooth the repaired area to conform to the surrounding roof grade.

Where the roofing system has failed or is damaged at existing perimeter edge metal, the edges may be repaired by trimming the damaged foam to sound foam and caulking and coating the repaired area.

Smooth the repaired area to conform to the surrounding roof grade.

#### 4.0 APPLICATION OF POLYURETHANE INSULATION

##### 4.1 Environmental Conditions

4.1.1 Wind velocity shall not exceed 12 miles per hour.

4.1.2 Application of spray insulation shall not proceed if ambient temperature is less than 50 degrees Fahrenheit or if the substrate temperature is less than 60 degrees Fahrenheit.

4.1.3 Spray insulation shall not be applied over moist substrates or where rain or inclement weather is imminent.

##### 4.2 Spray Application

4.2.1 The polyurethane insulation shall be applied in minimum ½ inch lifts to a minimum thickness of one (1) inch over the existing scarified foam. *Additional foam thickness shall be applied to provide positive slope-to-drain as necessary.*

4.2.2 The insulation surface shall be free from bumps, pinholes and ridges. The surface shall exhibit a smooth or “orange peel” surface texture. Surfaces resembling “popcorn” or “tree bark” shall be deemed unacceptable.

#### 5.0 APPLICATION OF FLUID APPLIED PROTECTIVE COATING

##### 5.1 General

Sprayed polyurethane insulation must be protected from ultraviolet light in order to avoid degradation of the polymer. Coating also protects the insulation from water and adverse weather conditions. Coatings must be specifically formulated for use over sprayed polyurethane insulation.

##### Elastomeric Coating

The roof perimeter shall be coated in a picture frame fashion and backrolled. The coating is then to be applied to the properly prepared surface of the roof in two (2) uniform passes. The base coat shall be off-white in color and shall be applied at the rate of 2 gallon per 100 square feet, backrolled, and allowed to cure. The topcoat shall be white in color and shall be applied at the rate of 2 gallons per 100 square feet.

Broadcast 3M C-93 ceramic roofing granules into the wet topcoat at the rate of 40 lbs per 100 square feet, or to the point of refusal. Remove all loose granules after coating has cured.

## 6.0 WARRANTY AND CERTIFICATION

The contractor shall issue a Ten (10) year non-depreciating full system recoat warranty.

## 7.0 INSPECTION

A representative from the materials manufacturer and contractor shall inspect the roof after completion to assure that the work has been completed in conformance with the specification and accepted industry practice. All material thickness shall be verified.

## 8.0 CLEAN UP

Upon completion of all work covered in this specification, the contractor shall remove all equipment, material and debris, leaving the area in an undamaged and acceptable condition.

END OF SECTION

## SECTION 092400 - CEMENT PLASTERING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Exterior plasterwork (stucco) for patching areas of existing plaster integral with remodel work.

- B. Related Requirements:

- 1. Section 099000 "Painting" where cement plaster walls are patched.

#### 1.3 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site

#### 1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials inside under cover and keep them dry and protected against damage from weather, moisture, direct sunlight, surface contamination, corrosion, construction traffic, and other causes.

#### 1.6 FIELD CONDITIONS

- A. Comply with ASTM C 926 requirements.

- B. Exterior Plasterwork:

- 1. Apply and cure plaster to prevent plaster drying out during curing period. Use procedures required by climatic conditions, including moist curing, providing coverings, and providing barriers to deflect sunlight and wind.
  - 2. Apply plaster when ambient temperature is greater than 40 deg F.
  - 3. Protect plaster coats from freezing for not less than 48 hours after set of plaster coat has occurred.

## PART 2 - PRODUCTS

### 2.1 METAL LATH

- A. Expanded-Metal Lath: ASTM C 847, cold-rolled carbon-steel sheet with ASTM A 653, G60 hot-dip galvanized-zinc coating.
  - 1. Diamond-Mesh Lath: Self-furring, 2.5 lb/sq. yd.
  - 2. Flat-Rib Lath: Rib depth of not more than 1/8 inch
  - 3. 3/8-Inch Rib Lath: 3.4 lb/sq. yd.
  
- B. Wire-Fabric Lath:
  - 1. Woven-Wire Lath: ASTM C 1032; self-furring, with stiffener wire backing, 1.4 lb/sq. yd.
  
- C. Paper Backing: FS UU-B-790a, Type I, Grade D, Style 2 vapor-permeable paper.
  - 1. Provide paper-backed lath unless otherwise indicated.
  
- D. General: Comply with ASTM C 1063, and coordinate depth of trim and accessories with thicknesses and number of plaster coats required.
  
- E. Metal Accessories:
  - 1. Foundation Weep Screed: Fabricated from hot-dip galvanized-steel sheet, ASTM A 653, G60 coating.
  - 2. Cornerite: Fabricated from metal lath with ASTM A 653, G60, hot-dip galvanized-zinc coating.
  - 3. External- (Outside-) Corner Reinforcement: Fabricated from metal lath with ASTM A 653, G60 hot-dip galvanized-zinc coating.
  - 4. Cornerbeads: Fabricated from zinc-coated (galvanized) steel.
    - a. Smallnose cornerbead with expanded flanges; use unless otherwise indicated.
    - b. Smallnose cornerbead with perforated flanges; use on curved corners.
    - c. Smallnose cornerbead with expanded flanges reinforced by perforated stiffening rib; use on columns and for finishing unit masonry corners.
    - d. Bullnose cornerbead, radius 3/4 inch (19 mm) minimum, with expanded flanges; use at locations indicated on Drawings.
  - 5. Casing Beads: Fabricated from zinc or zinc-coated (galvanized) steel square-edged style; with expanded flanges.
  - 6. Control Joints: Fabricated from zinc-coated (galvanized) steel; one-piece-type, folded pair of unperforated screeds in M-shaped configuration; with perforated flanges and removable protective tape on plaster face of control joint.
  - 7. Expansion Joints: Fabricated from zinc-coated (galvanized) steel; folded pair of unperforated screeds in M-shaped configuration; with expanded flanges.



8. Two-Piece Expansion Joints: Fabricated from -coated (galvanized) steel]; formed to produce slip-joint and square-edged reveal that is adjustable from 1/4 to 5/8 inch wide; with perforated flanges.

## 2.2 MISCELLANEOUS MATERIALS

- A. Water for Mixing and Finishing Plaster: Potable and free of substances capable of affecting plaster set or of damaging plaster, lath, or accessories.
- B. Fiber for Base Coat: Alkaline-resistant glass or polypropylene fibers, 1/2 inch long, free of contaminants, manufactured for use in cement plaster.
- C. Fasteners for Attaching Metal Lath to Substrates: ASTM C 1063.
- D. Wire: ASTM A 641, Class 1 zinc coating, soft temper, not less than 0.0475-inch diameter unless otherwise indicated.

## 2.3 PLASTER MATERIALS

- A. Portland Cement: ASTM C 150, [Type I
  1. Color for Finish Coats: Gray.
- B. Lime: ASTM C 206, Type S; or ASTM C 207, Type S.
- C. Sand Aggregate: ASTM C 897.

## 2.4 PLASTER MIXES

- A. General: Comply with ASTM C 926 for applications indicated.
  1. Fiber Content: Add fiber to base-coat mixes after ingredients have mixed at least two minutes. Comply with fiber manufacturer's written instructions for fiber quantities in mixes, but do not exceed 1 lb of fiber/cu. yd. (of cementitious materials).
- B. Base-Coat Mixes for Use over Metal Lath: Scratch and brown coats for three-coat plasterwork as follows:
  1. Portland Cement Mixes:
    - a. Scratch Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 2-1/2 to 4 parts aggregate per part of cementitious material.
    - b. Brown Coat: For cementitious material, mix 1 part portland cement and 3/4 to 1-1/2 parts lime. Use 3 to 5 parts aggregate per part of cementitious material, but not less than volume of aggregate used in scratch coat.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

### 3.2 PREPARATION

- A. Protect adjacent work from soiling, spattering, moisture deterioration, and other harmful effects caused by plastering.
- B. Prepare smooth, solid substrates for plaster according to ASTM C 926.

### 3.3 INSTALLING METAL LATH

- A. Metal Lath: Install according to ASTM C 1063.
  - 1. Partition Framing and Vertical Furring: Install flat-rib lath.
  - 2. Flat-Ceiling and Horizontal Framing: Install 3/8-inch lath.

### 3.4 INSTALLING ACCESSORIES

- A. Install according to ASTM C 1063 and at locations indicated on Drawings.
- B. Reinforcement for External (Outside) Corners:
  - 1. Install cornerbead at exterior locations.
  - 2. Install cornerbead at interior locations.
- C. Control Joints: Locate as indicated and approved by Architect for visual effect and as follows:
  - 1. As required to delineate plasterwork into areas (panels) of the following maximum sizes:
    - a. Vertical Surfaces: 144 sq. f.
    - b. Horizontal and Other Nonvertical Surfaces: 100 sq. ft.
  - 2. At distances between control joints of not greater than 18 feet o.c.
  - 3. As required to delineate plasterwork into areas (panels) with length-to-width ratios of not greater than 2-1/2:1.
  - 4. Where control joints occur in surface of construction directly behind plaster.
  - 5. Where plasterwork areas change dimensions, to delineate rectangular-shaped areas (panels) and to relieve the stress that occurs at the corner formed by the dimension change.

### 3.5 PLASTER APPLICATION

- A. General: Comply with ASTM C 926.
  - 1. Do not deviate more than plus or minus 1/4 inch in 10 feet from a true plane in finished plaster surfaces when measured by a 10-foot straightedge placed on surface.
  - 2. Finish plaster flush with metal frames and other built-in metal items or accessories that act as a plaster ground unless otherwise indicated. Where casing bead does not terminate plaster at metal frame, cut base coat free from metal frame before plaster sets and groove finish coat at junctures with metal.
  - 3. Provide plaster surfaces that are ready to receive field-applied finishes indicated.
- B. Walls; Base-Coat Mixes for Use over Metal Lath: For scratch and brown coats, for three-coat plasterwork with 3/4-inch total thickness, as follows:
  - 1. Portland cement mixes.
- C. Plaster Finish Coats: Apply to provide dash finish to match Architect's sample.

### 3.6 PLASTER REPAIRS

- A. Repair or replace work to eliminate cracks, dents, blisters, buckles, crazing and check cracking, dry outs, efflorescence, sweat outs, and similar defects and where bond to substrate has failed.

### 3.7 CLEANING AND PROTECTION

- A. Remove temporary protection and enclosure of other work after plastering is complete. Promptly remove plaster from door frames, windows, and other surfaces not indicated to be plastered. Repair floors, walls, and other surfaces stained, marred, or otherwise damaged during plastering.

END OF SECTION 092400

## SECTION - 096513 RESILIENT BASE AND ACCESSORIES

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Resilient base.

#### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified, not less than 12 inches long.
- C. Samples for Initial Selection: For each type of product indicated.
- D. Samples for Verification: For each type of product indicated and for each color, texture, and pattern required in manufacturer's standard-size Samples, but not less than 12 inches long.
- E. Product Schedule: For resilient base and accessory products.

#### 1.4 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
  - 1. Furnish not less than 10 linear feet for every 500 linear feet or fraction thereof, of each type, color, pattern, and size of resilient product installed.

#### 1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store resilient products and installation materials in dry spaces protected from the weather, with ambient temperatures maintained within the range recommended by manufacturer, but not less than 50 deg F or more than 90 deg F.

#### 1.6 FIELD CONDITIONS

- A. Maintain ambient temperatures within range recommended by manufacturer, but not less than 70 deg F or more than 90 deg F, in spaces to receive resilient products during the following time periods:
  - 1. 48 hours before installation.
  - 2. During installation.
  - 3. 48 hours after installation.

- B. After installation and until Substantial Completion, maintain ambient temperatures within the range recommended by manufacturer, but not less than 55 deg F or more than 95 deg F.
- C. Install resilient products after other finishing operations, including painting, have been completed.

## PART 2 - PRODUCTS

### 2.1 PERFORMANCE REQUIREMENTS

### 2.2 THERMOSET-RUBBER BASE

- A. Product Standard: ASTM F 1861, Type TS (rubber, vulcanized thermoset), Group I (solid, homogeneous).
  - 1. Style and Location:
    - a. Style A, straight.
  - B. Thickness: 0.125 inch.
  - C. Height: 4 inches.
  - D. Lengths: Coils in manufacturer's standard length.
  - E. Outside Corners: Preformed.
  - F. Inside Corners: Preformed.
  - G. Colors: As selected by Architect from full range of industry color.

### 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-product manufacturer for applications indicated.
- B. Adhesives: Water-resistant type recommended by resilient-product manufacturer for resilient products and substrate conditions indicated.

## 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 products.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.
  - 1. Installation of resilient products indicates acceptance of surfaces and conditions.

### 3.2 PREPARATION

- A. Prepare substrates according to manufacturer's written instructions to ensure adhesion of resilient products.
- B. Fill cracks, holes, and depressions in substrates with trowelable leveling and patching compound; remove bumps and ridges to produce a uniform and smooth substrate.
- C. Do not install resilient products until they are the same temperature as the space where they are to be installed.
  - 1. At least 48 hours in advance of installation, move resilient products and installation materials into spaces where they will be installed.
- D. Immediately before installation, sweep and vacuum clean substrates to be covered by resilient products.

### 3.3 RESILIENT BASE INSTALLATION

- A. Comply with manufacturer's written instructions for installing resilient base.
- B. Apply resilient base to walls, columns, pilasters, casework and cabinets in toe spaces, and other permanent fixtures in rooms and areas where base is required.
- C. Install resilient base in lengths as long as practical without gaps at seams and with tops of adjacent pieces aligned.
- D. Tightly adhere resilient base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
- E. Do not stretch resilient base during installation.

### 3.4 CLEANING AND PROTECTION

- A. Comply with manufacturer's written instructions for cleaning and protecting resilient products.
- B. Perform the following operations immediately after completing resilient-product installation:
  - 1. Remove adhesive and other blemishes from exposed surfaces.
  - 2. Sweep and vacuum horizontal surfaces thoroughly.
  - 3. Damp-mop horizontal surfaces to remove marks and soil.
- C. Protect resilient products from mars, marks, indentations, and other damage from construction operations and placement of equipment and fixtures during remainder of construction period.

END OF SECTION 096513

## 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 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section includes modular carpet tile.
- B. Related Requirements:
  - 1. Section 017419 "Construction Waste Management and Disposal" for recycling of existing carpet materials to be removed.
  - 2. Section 024119 "Selective Demolition" for removing existing floor coverings.
  - 3. **Section 096513 "Resilient Base and Accessories"** for resilient wall base and accessories installed with carpet tile.
  - 4. Section 096613 "Resilient Base and Materials" for resilient base to be incorporated into modular carpeting system.

#### 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 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. Carpet tile type, color, and dye lot.
  - 3. Type of subfloor.
  - 4. Type of installation.
  - 5. Pattern of installation.
  - 6. Pattern type, location, and direction.
  - 7. Pile direction.
  - 8. Type, color, and location of insets and borders.
  - 9. Type, color, and location of edge, transition, and other accessory strips.
  - 10. Transition details to other flooring materials.
- C. Samples: 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.
  - 1. Carpet Tile: Full-size Sample.
  - 2. Exposed Edge, Transition, and Other Accessory Stripping: **12-inch-** (300-mm-) long Samples.
- D. Samples for Initial Selection: For each type of carpet tile.
  - 1. Include Samples of exposed edge, transition, and other accessory stripping involving color or finish selection.
- E. 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.
  - 1. Carpet Tile: Full-size Sample.
  - 2. Exposed Edge, Transition, and Other Accessory Stripping: **12-inch-** (300-mm-) long Samples.
- F. Product Schedule: For carpet tile. Use same designations indicated on Drawings.
- G. Sustainable Product Certification: Provide ANSI/NSF 140 certification for carpet products.

## 1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Product Test Reports: For carpet tile, for tests performed by a qualified testing agency.
- C. Sample Warranty: For special warranty.

## 1.6 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.

## 1.7 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. yd. (8.3 sq. m)**.

## 1.8 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified by the International Certified Floorcovering Installers Association at the **[Commercial II] [Master II] <Insert description>** 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 shown on Drawings.
  - 2. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Substantial Completion.

## 1.9 DELIVERY, STORAGE, AND HANDLING

- A. Comply with CRI's "CRI Carpet Installation Standard."

## 1.10 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 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.

## 1.11 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 edge raveling, snags, and runs.
    - b. Dimensional instability.
    - c. Excess static discharge.
    - d. Loss of tuft-bind strength.
    - e. Loss of face fiber.
    - f. Delamination.
  3. Warranty Period: **10** years from date of Substantial 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

- D. Metal Edge/Transition Strips: Extruded aluminum with [mill] <Insert finish> finish of profile and width shown, of height required to protect exposed edge of carpet, and of maximum lengths to minimize running joints.

## 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 postindustrial 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 postindustrial 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-cementbased 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 adhesivemanufacturer.
- 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 090565 "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 builtin 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



## SECTION 312000 - EARTH MOVING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:

- 1. Preparing subgrades for pavements.
- 2. Excavating and backfilling pavements.
- 3. Drainage course for asphalt pavements on-grade.
- 4. Subbase course and base course for asphalt paving.
- 5. Excavating and backfilling trenches for utilities.

- B. Backfill: Soil material or controlled low-strength material used to fill an excavation.

- 1. Initial Backfill: Backfill placed beside and over pipe in a trench, including haunches to support sides of pipe.
- 2. Final Backfill: Backfill placed over initial backfill to fill a trench.

- C. Base Course: Aggregate layer placed between the subbase course and hot-mix asphalt paving.

- D. Bedding Course: Aggregate layer placed over the excavated subgrade in a trench before laying pipe.

- E. Borrow Soil: Satisfactory soil imported from off-site for use as fill or backfill.

- F. Excavation: Removal of material encountered above subgrade elevations and to lines and dimensions indicated.

- 1. Authorized Additional Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions as directed by Architect. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.
- 2. Bulk Excavation: Excavation more than 10 feet in width and more than 30 feet in length.
- 3. Unauthorized Excavation: Excavation below subgrade elevations or beyond indicated lines and dimensions without direction by Architect. Unauthorized excavation, as well as remedial work directed by Architect, shall be without additional compensation.

- G. Fill: Soil materials used to raise existing grades.

- H. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man-made stationary features constructed above or below the ground surface.

- I. Subbase Course: Aggregate layer placed between the subgrade and base course for hot-mix asphalt pavement.

- J. Subgrade: Uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, drainage course, or topsoil materials.
- K. Utilities: On-site underground pipes, conduits, ducts, and cables, as well as underground services within buildings.

### 1.3 ACTION SUBMITTALS

- A. Product Data: For each type of the following manufactured products required:
  - 1. Warning tapes.
- B. Samples for Verification: For the following products, in sizes indicated below:
  - 1. Warning Tape: 12 inches long; of each color.

### 1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For qualified testing agency.
- B. Material Test Reports: For each on-site and borrow soil material proposed for fill and backfill as follows:
  - 1. Classification according to ASTM D 2487.
  - 2. Laboratory compaction curve according to ASTM D 1557.

### 1.5 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during earth moving operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.
- C. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.

## PART 2 - PRODUCTS

### 2.1 SOIL MATERIALS

- A. General: Provide borrow soil materials when sufficient satisfactory soil materials are not available from excavations.

- B. Satisfactory Soils: Soil Classification Groups GW, GP, GM, SW, SP, and SM according to ASTM D 2487, or a combination of these groups; free of rock or gravel larger than 3 inches in any dimension, debris, waste, frozen materials, vegetation, and other deleterious matter.
- C. Unsatisfactory Soils: Soil Classification Groups GC, SC, CL, ML, OL, CH, MH, OH, and PT according to ASTM D 2487, or a combination of these groups.
  - 1. Unsatisfactory soils also include satisfactory soils not maintained within 2 percent of optimum moisture content at time of compaction.
- D. Subbase Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- E. Base Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 95 percent passing a 1-1/2-inch sieve and not more than 8 percent passing a No. 200 sieve.
- F. Engineered Fill: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; with at least 90 percent passing a 1-1/2-inch sieve and not more than 12 percent passing a No. 200 sieve.
- G. Bedding Course: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand; ASTM D 2940; except with 100 percent passing a 1-inch sieve and not more than 8 percent passing a No. 200 sieve.
- H. Drainage Course: Narrowly graded mixture of **washed** crushed stone, or crushed or uncrushed gravel; ASTM D 448; coarse-aggregate grading Size 57; with 100 percent passing a 1-1/2-inch sieve and 0 to 5 percent passing a No. 8 sieve.
- I. Filter Material: Narrowly graded mixture of natural or crushed gravel, or crushed stone and natural sand; ASTM D 448; coarse-aggregate grading Size 67; with 100 percent passing a 1-inch sieve and 0 to 5 percent passing a No. 4 sieve.
- J. Sand: ASTM C 33; fine aggregate.
- K. Impervious Fill: Clayey gravel and sand mixture capable of compacting to a dense state.
- L. Produce conventional-weight, controlled low-strength material with 140-psi compressive strength when tested according to ASTM C 495.

## 2.2 ACCESSORIES

- A. Detectable Warning Tape: Acid- and alkali-resistant, polyethylene film warning tape manufactured for marking and identifying underground utilities, a minimum of wide and 4 mils thick, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep; colored as follows:
  - 1. Red: Electric.
  - 2. Yellow: Gas, oil, steam, and dangerous materials.
  - 3. Orange: Telephone and other communications.
  - 4. Blue: Water systems.
  - 5. Green: Sewer systems.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth moving operations.
- B. Protect and maintain erosion and sedimentation controls during earth moving operations.
- C. Protect subgrades and foundation soils from freezing temperatures and frost. Remove temporary protection before placing subsequent materials.

### 3.2 DEWATERING

- A. Prevent surface water and ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area.
- B. Protect subgrades from softening, undermining, washout, and damage by rain or water accumulation.
  - 1. Reroute surface water runoff away from excavated areas. Do not allow water to accumulate in excavations. Do not use excavated trenches as temporary drainage ditches.

### 3.3 EXCAVATION, GENERAL

- A. Unclassified Excavation: Excavate to subgrade elevations regardless of the character of surface and subsurface conditions encountered. Unclassified excavated materials may include rock, soil materials, and obstructions. No changes in the Contract Sum or the Contract Time will be authorized for rock excavation or removal of obstructions.
  - 1. If excavated materials intended for fill and backfill include unsatisfactory soil materials and rock, replace with satisfactory soil materials.
  - 2. Remove rock to lines and grades indicated to permit installation of permanent construction without exceeding the following dimensions:
    - a. 24 inches outside of concrete forms other than at footings.
    - b. 12 inches outside of concrete forms at footings.
    - c. 6 inches outside of minimum required dimensions of concrete cast against grade.
    - d. 6 inches beneath bottom of concrete slabs-on-grade.
    - e. 6 inches beneath pipe in trenches, and the greater of 24 inches wider than pipe or 42 inches wide.

### 3.4 EXCAVATION FOR PAVEMENTS

- A. Excavate surfaces under pavements to indicated lines, cross sections, elevations, and subgrades.

### 3.5 SUBGRADE INSPECTION

- A. Notify Architect when excavations have reached required subgrade.
- B. If Architect determines that unsatisfactory soil is present, continue excavation and replace with compacted backfill or fill material as directed.

- C. Proof-roll subgrade below the pavements with a pneumatic-tired and loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- D. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by Architect, without additional compensation.

### 3.6 UNAUTHORIZED EXCAVATION

- A. Fill unauthorized excavation under foundations or wall footings by extending bottom elevation of concrete foundation or footing to excavation bottom, without altering top elevation. Lean concrete fill, with 28-day compressive strength of 2500 psi, may be used when approved by Architect.
  - 1. Fill unauthorized excavations under other construction, pipe, or conduit as directed by Architect.

### 3.7 STORAGE OF SOIL MATERIALS

- A. Stockpile borrow soil materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

### 3.8 BACKFILL

- A. Place and compact backfill in excavations promptly, but not before completing the following:
  - 1. Construction below finish grade including, where applicable, subdrainage, dampproofing, and waterproofing.
  - 2. Surveying locations of underground utilities for Record Documents.
  - 3. Testing and inspecting underground utilities.
  - 4. Removing concrete formwork.
  - 5. Removing trash and debris.
  - 6. Removing temporary shoring and bracing, and sheeting.
  - 7. Installing permanent or temporary horizontal bracing on horizontally supported walls.
- B. Place backfill on subgrades free of mud, frost, snow, or ice.

### 3.9 SOIL FILL

- A. Plow, scarify, bench, or break up sloped surfaces steeper than 1 vertical to 4 horizontal so fill material will bond with existing material.
- B. Place and compact fill material in layers to required elevations as follows:
  - 1. Under grass and planted areas, use satisfactory soil material.
  - 2. Under walks and pavements, use engineered fill and class 2 aggregate base.

3. Under building slabs, use engineered fill and class 2 aggregate base.
4. Under footings and foundations, use engineered fill and class 2 aggregate base.

C. Place soil fill on subgrades free of mud, frost, snow, or ice.

### 3.10 SOIL MOISTURE CONTROL

A. Uniformly moisten or aerate subgrade and each subsequent fill or backfill soil layer before compaction to within 2 percent of optimum moisture content.

1. Do not place backfill or fill soil material on surfaces that are muddy, frozen, or contain frost or ice.
2. Remove and replace, or scarify and air dry, otherwise satisfactory soil material that exceeds optimum moisture content by 2 percent and is too wet to compact to specified dry unit weight.

### 3.11 COMPACTION OF SOIL BACKFILLS AND FILLS

A. Place backfill and fill soil materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.

B. Place backfill and fill soil materials evenly on all sides of structures to required elevations, and uniformly along the full length of each structure.

C. Compact soil materials to not less than the following percentages of maximum dry unit weight according to ASTM D 1557:

1. Under avements, scarify and recompact top 12 inches of existing subgrade and each layer of backfill or fill soil material at 95 percent.

### 3.12 GRADING

A. General: Uniformly grade areas to a smooth surface, free of irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated.

1. Provide a smooth transition between adjacent existing grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to comply with required surface tolerances.

B. Site Rough Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:

1. Pavements: Plus or minus 1/2 inch.

### 3.13 SUBBASE AND BASE COURSES UNDER PAVEMENTS

A. Place subbase course and base course on subgrades free of mud, frost, snow, or ice.

B. On prepared subgrade, place subbase course and base course under pavements and walks as follows:

1. Place base course material over subbase course under hot-mix asphalt pavement.

2. Shape subbase course and base course to required crown elevations and cross-slope grades.
3. Place subbase course and base course 6 inches or less in compacted thickness in a single layer.
4. Place subbase course and base course that exceeds 6 inches in compacted thickness in layers of equal thickness, with no compacted layer more than 6 inches thick or less than 3 inches thick.
5. Compact subbase course and base course at optimum moisture content to required grades, lines, cross sections, and thickness to not less than 95 percent of maximum dry unit weight according to ASTM D 1557.

### 3.14 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
  1. Determine prior to placement of fill that site has been prepared in compliance with requirements.
  2. Determine that fill material and maximum lift thickness comply with requirements.
  3. Determine, at the required frequency, that in-place density of compacted fill complies with requirements.
- B. Testing Agency: Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections.
- C. Allow testing agency to inspect and test subgrades and each fill or backfill layer. Proceed with subsequent earth moving only after test results for previously completed work comply with requirements.
- D. Testing agency will test compaction of soils in place according to ASTM D 1556, ASTM D 2167, ASTM D 2922, and ASTM D 2937, as applicable. Tests will be performed at the following locations and frequencies:
  1. Paved Areas: At subgrade and at each compacted fill and backfill layer, at least one test for every 2000 sq. ft. or less of paved area, but in no case fewer than three tests.
- E. When testing agency reports that subgrades, fills, or backfills have not achieved degree of compaction specified, scarify and moisten or aerate, or remove and replace soil materials to depth required; recompact and retest until specified compaction is obtained.

### 3.15 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  1. Scarify or remove and replace soil material to depth as directed by Architect; reshape and recompact.

- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

3.16 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus satisfactory soil and waste materials, including unsatisfactory soil, trash, and debris, and legally dispose of them off Owner's property.

END OF SECTION 312000



## SECTION 321216 - ASPHALT PAVING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

#### 1.2 SUMMARY

##### A. Section Includes:

1. Hot-mix asphalt paving.
2. Asphalt surface treatments.

##### B. Related Requirements:

1. Section 312000 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses.

#### 1.3 ACTION SUBMITTALS

##### A. Product Data: For each type of product.

1. Include technical data and tested physical and performance properties.
2. Job-Mix Designs: For each job mix proposed for the Work.

#### 1.4 INFORMATIONAL SUBMITTALS

##### A. Qualification Data: For manufacturer.

##### B. Material Certificates: For each paving material.

##### C. Material Test Reports: For each paving material, by a qualified testing agency.

##### D. Field quality-control reports.

#### 1.5 QUALITY ASSURANCE

##### A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located.

##### B. Testing Agency Qualifications: Qualified according to ASTM D 3666 for testing indicated.

#### 1.6 FIELD CONDITIONS

##### A. Environmental Limitations: Do not apply asphalt materials if subgrade is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

1. Prime Coat: Minimum surface temperature of 60 deg F.
2. Tack Coat: Minimum surface temperature of 60 deg F.

3. Slurry Coat: Comply with weather limitations in ASTM D 3910.
4. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
5. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.

## PART 2 - PRODUCTS

### 2.1 AGGREGATES

- A. General: Use materials and gradations that have performed satisfactorily in previous installations.
- B. Coarse Aggregate: ASTM D 692, sound; angular crushed stone, and crushed gravel.
- C. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, or combinations thereof.
  1. For hot-mix asphalt, limit natural sand to a maximum of 20 percent by weight of the total aggregate mass.

### 2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-10.
- B. Asphalt Cement: ASTM D 946 for penetration-graded material.
- C. Cutback Prime Coat: ASTM D 2027, medium-curing cutback asphalt, MC-250.
- D. Emulsified Asphalt Prime Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, or ASTM D 2397 or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- E. Tack Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, or ASTM D 2397 or AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.
- F. Water: Potable.

### 2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.
- B. Sand: ASTM D 1073 or AASHTO M 29, Grade No. 2 or No. 3.

### 2.4 PAVEMENT MARKINGS

- A. Pavement-Marking Paint: Alkyd-resin type, lead and chromate free, ready mixed, complying with AASHTO M 248, Type N; colors complying with FS TT-P-1952.
  1. Color: White, Yellow, and Blue.

## 2.5 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes approved by authorities having jurisdiction ; designed according to procedures in AI MS-2, "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types"; and complying with the following requirements:
  - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.
  - 2. Base Course: Caltrans standard Specification Type B asphalt  $\frac{3}{4}$ " aggregate.
  - 3. Surface Course: Caltrans standard Specification Type B asphalt  $\frac{1}{2}$ " aggregate.
- B. Emulsified-Asphalt Slurry: ASTM D 3910, Type 2.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Verify that subgrade is dry and in suitable condition to begin paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
  - 1. Completely proof-roll subgrade in one direction, repeating proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.
  - 2. Proof roll with a loaded 10-wheel, tandem-axle dump truck weighing not less than 15 tons.
  - 3. Excavate soft spots, unsatisfactory soils, and areas of excessive pumping or rutting, as determined by Architect, and replace with compacted backfill or fill as directed.
- C. Proceed with paving only after unsatisfactory conditions have been corrected.

### 3.2 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Herbicide Treatment: Apply herbicide according to manufacturer's recommended rates and written application instructions. Apply to dry, prepared subgrade or surface of compacted-aggregate base before applying paving materials.
  - 1. Mix herbicide with prime coat if formulated by manufacturer for that purpose.
- C. Emulsified Asphalt Prime Coat: Apply uniformly over surface of compacted unbound-aggregate base course at a rate of 0.10 to 0.30 gal./sq. yd. per inch depth. Apply enough material to penetrate and seal, but not flood, surface. Allow prime coat to cure.
  - 1. If prime coat is not entirely absorbed within 24 hours after application, spread sand over surface to blot excess asphalt. Use enough sand to prevent pickup under traffic. Remove loose sand by sweeping before pavement is placed and after volatiles have evaporated.
  - 2. Protect primed substrate from damage until ready to receive paving.

### 3.3 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
1. Place hot-mix asphalt base course in one lift of 2 inches.
  2. Place hot-mix asphalt surface course in single lift of 1 inch.
  3. Spread mix at a minimum temperature of 250 deg F.
  4. Begin applying mix along centerline of crown for crowned sections and on high side of one-way slopes unless otherwise indicated.
  5. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.
- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
1. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Overlap mix placement about 1 to 1-1/2 inches from strip to strip to ensure proper compaction of mix along longitudinal joints.
  2. Complete a section of asphalt base course before placing asphalt surface course.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

### 3.4 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
1. Clean contact surfaces and apply tack coat to joints.
  2. Offset longitudinal joints, in successive courses, a minimum of 6 inches.
  3. Offset transverse joints, in successive courses, a minimum of 24 inches.
  4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."
  5. Compact joints as soon as hot-mix asphalt will bear roller weight without excessive displacement.
  6. Compact asphalt at joints to a density within 2 percent of specified course density.

### 3.5 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
1. Complete compaction before mix temperature cools to 185 deg F.

- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
  - 1. Average Density: 93 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 91 percent or greater than 97 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Repairs: Remove paved areas that are defective or contaminated with foreign materials and replace with fresh, hot-mix asphalt. Compact by rolling to specified density and surface smoothness.
- G. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- H. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

### 3.6 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
  - 1. Base Course: Plus or minus 1/2 inch.
  - 2. Surface Course: Plus 1/4 inch, no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
  - 1. Base Course: 1/4 inch.
  - 2. Surface Course: 1/8 inch.

### 3.7 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow concrete paving to cure for a minimum of 28 days and be dry before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.

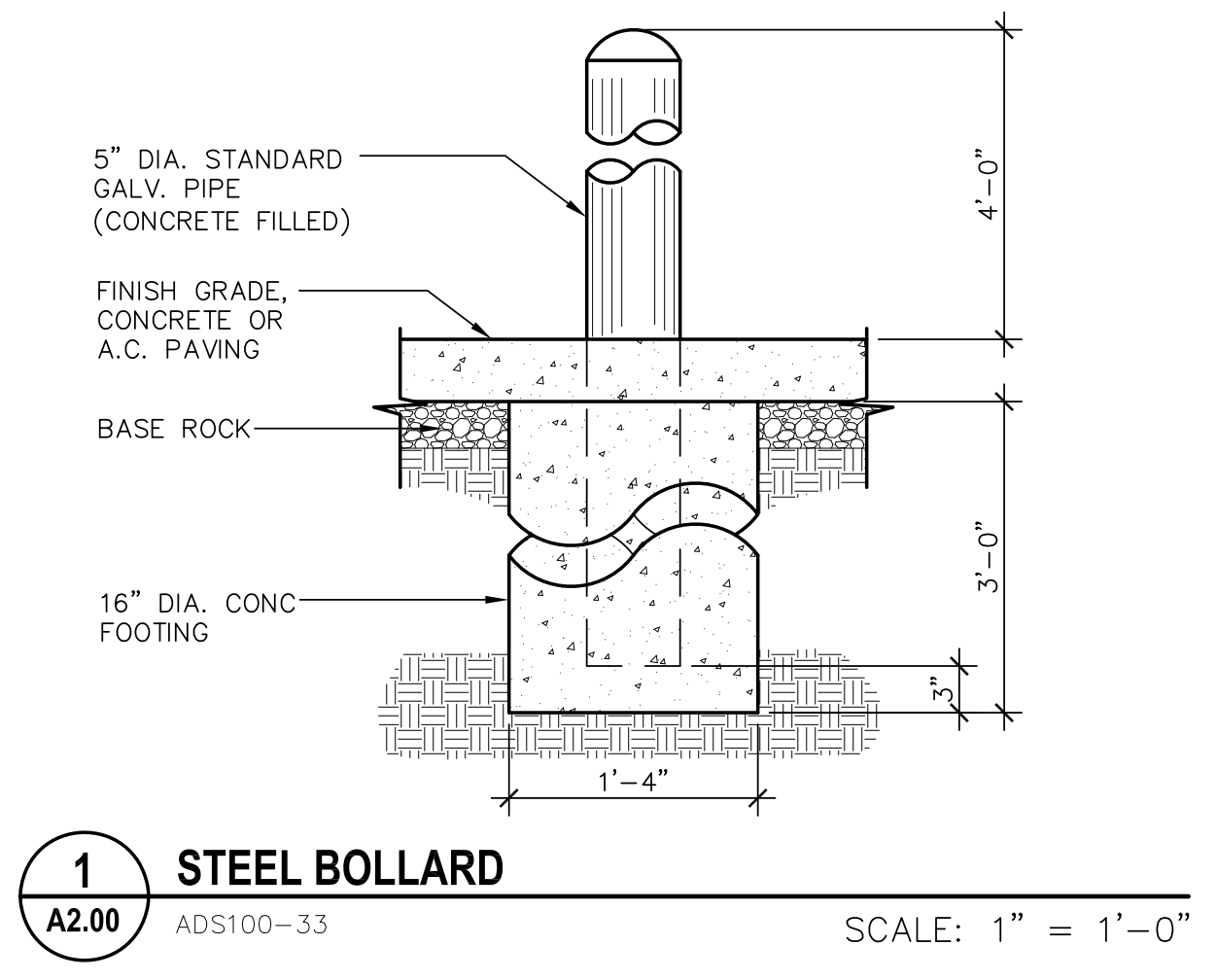
- D. Apply paint with mechanical equipment to produce markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils.
  - 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils, firmly secured to concrete surface. Mask an extended area beyond edges of each stencil to prevent paint application beyond stencil. Apply paint so that it cannot run beneath stencil.

### 3.8 FIELD QUALITY CONTROL

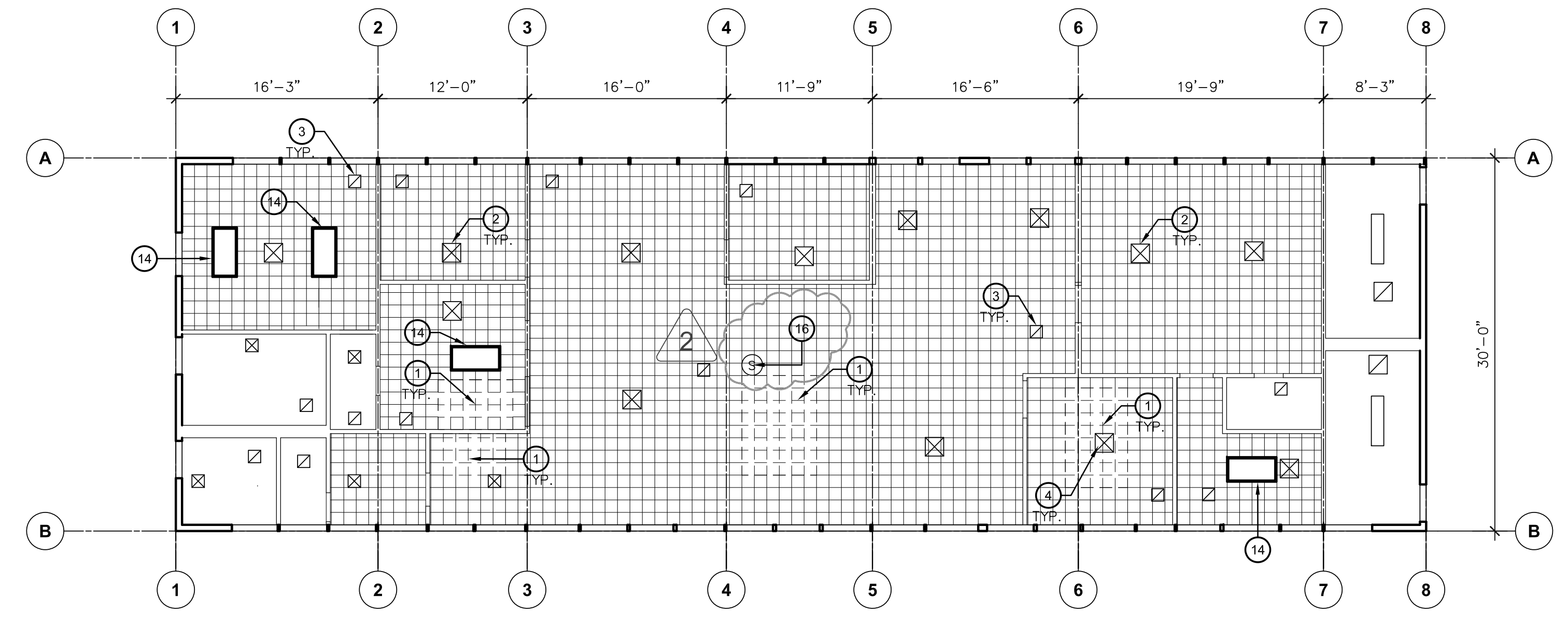
- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Thickness: In-place compacted thickness of hot-mix asphalt courses will be determined according to ASTM D 3549.
- C. Surface Smoothness: Finished surface of each hot-mix asphalt course will be tested for compliance with smoothness tolerances.
- D. In-Place Density: Testing agency will take samples of uncompacted paving mixtures and compacted pavement according to ASTM D 979 or AASHTO T 168.
  - 1. Reference maximum theoretical density will be determined by averaging results from four samples of hot-mix asphalt-paving mixture delivered daily to site, prepared according to ASTM D 2041, and compacted according to job-mix specifications.
  - 2. In-place density of compacted pavement will be determined by testing core samples according to ASTM D 1188 or ASTM D 2726.
    - a. One core sample will be taken for every 1000 sq. yd. or less of installed pavement, with no fewer than three cores taken.
    - b. Field density of in-place compacted pavement may also be determined by nuclear method according to ASTM D 2950 and correlated with ASTM D 1188 or ASTM D 2726.
- E. Replace and compact hot-mix asphalt where core tests were taken.
- F. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

END OF SECTION

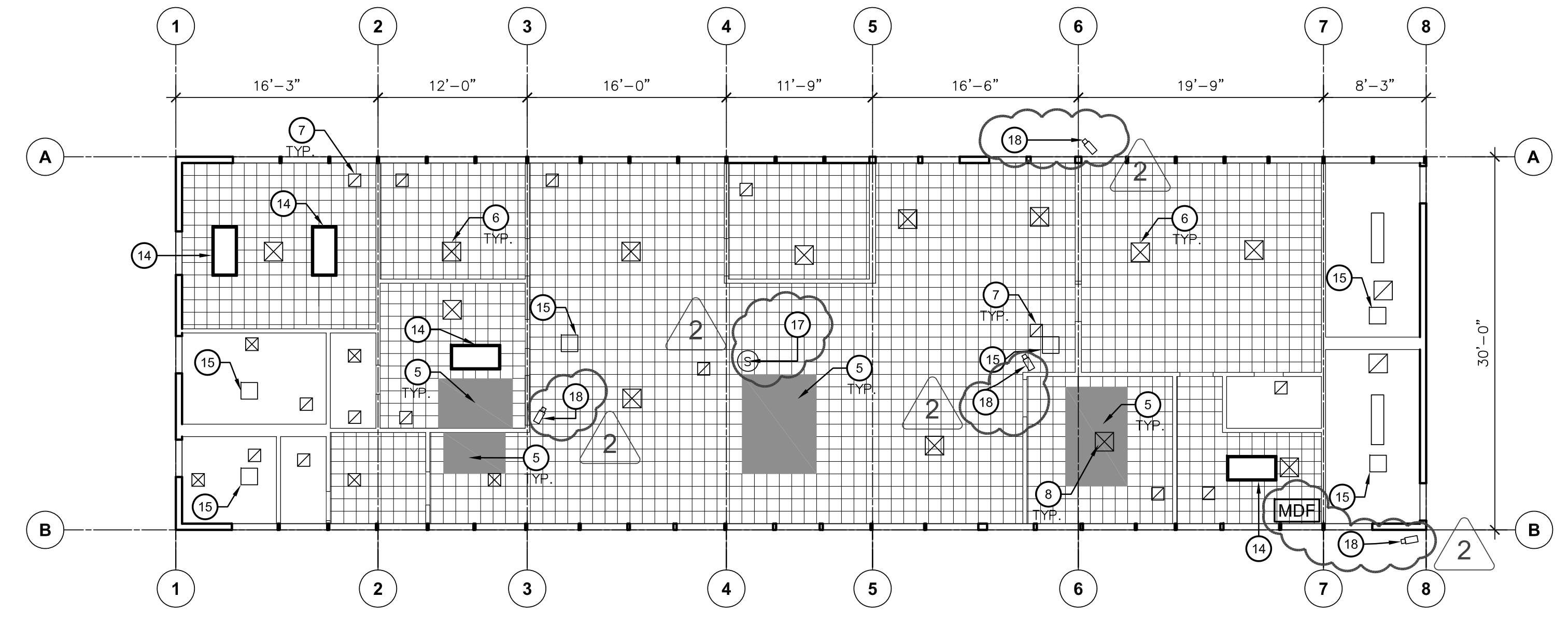




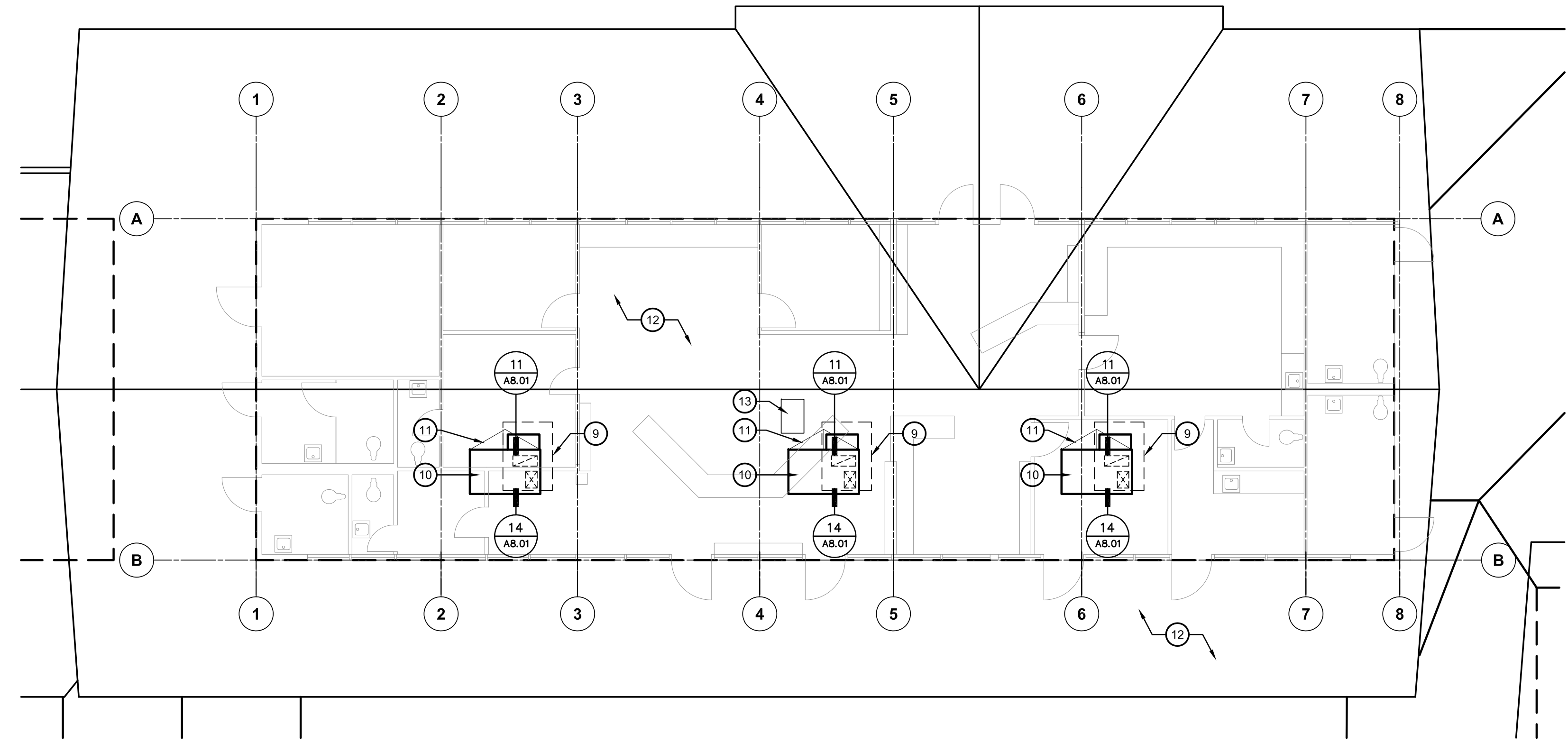
**1 STEEL BOLLARD**  
A2.00 AD5100-33 SCALE: 1" = 1'-0"



**REFLECTED CEILING FLOOR PLAN - DEMOLITION**  
HVAC REPLACEMENT SCALE: 1/8" = 1'-0"



**REFLECTED CEILING FLOOR PLAN - IMPROVEMENT**  
HVAC REPLACEMENT SCALE: 1/8" = 1'-0"



**ROOF PLAN - FLOOR PLAN - DEMOLITION AND IMPROVEMENT**  
HVAC REPLACEMENT SCALE: 1/8" = 1'-0"

- KEY NOTES #**
- REMOVE PORTION OF (E) GLUED-ON ACOUSTICAL TILES OVER (E) 1X3 STRIPPING @ 12" o.c. AS REQUIRED TO ALLOW INSTALLATION OF NEW WORK.
  - (E) AIR SUPPLY GRILL TO REMAIN, TYPICAL.
  - (E) AIR RETURN GRILL TO REMAIN, TYPICAL.
  - REMOVE (E) AIR SUPPLY GRILL AND SALVAGE FOR RELOCATION.
  - REPLACE ACOUSTICAL TILE CEILING AREA INCLUDING 1X3 STRIPPING @ 12" o.c. AND 2X3 STRIPPING @ 16" o.c. TILE TO MATCH (E) TILE COLOR, PATTERN THICKNESS AND TEXTURE.
  - TYPICAL (E) AIR SUPPLY GRILL.
  - TYPICAL (E) AIR RETURN GRILL.
  - REINSTALL SALVAGED (E) AIR SUPPLY GRILL.
  - (E) HEATING AND COOLING ROOFTOP UNIT TO BE REMOVED.
  - NEW SINGLE PACKAGE ROOF TOP UNIT ON NEW PRE-FAB CURB - SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
  - REMOVE PORTION OF (E) COMPOSITION SHINGLES AS REQUIRED TO INSTALL NEW EQUIPMENT CURB - PROVIDE CRICKET TO DIVERT RAIN WATER AND PATCH AFFECTED ROOF AREA TO MATCH (E) ROOFING - SEE 14/A8.01.
  - (E) COMPOSITION SHINGLES ROOFING OVER 1" DIAGONAL SHEATHING ROOF DECKING.
  - (E) ROOF HATCH TO REMAIN.
  - (E) 2'x4' FLUORESCENT LIGHT FIXTURE TO REMAIN.
  - (N) 16"x16" CEILING ACCESS PANEL FOR HEAT DETECTORS. COORDINATE LOCATIONS WITH ELECTRICAL PLAN SHEET ES.12. CONTRACTOR SHALL VERIFY THERE ARE NO EXISTING ELEMENTS INTERFERING OR OBSTRUCTING ACCESS. NOTIFY THE ARCHITECT PROMPTLY IN THE EVENT OF ANY INTERFERENCE.
  - REMOVE (E) CEILING MOUNTED SPEAKERS AND SALVAGE FOR RELOCATION.
  - INSTALL (E) SALVAGED SPEAKER - SEE ELECTRICAL SHEET E2.12, E2.20, E2.21 AND E2.22.
  - INSTALL (N) CAMERAS - SEE ELECTRICAL SHEETS E2.12, E2.22.

2

**BAKERSFIELD CITY SCHOOL DISTRICT**  
1300 BAKER STREET  
BAKERSFIELD, CA. 93305

Project Name:  
**HVAC REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
1101 NOBLE AVENUE  
BAKERSFIELD, CA 93305

**integrated designs**  
by SOMAM, Inc.

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
FRESNO CALIFORNIA 93710  
P:(559) 436-0881 F:(559) 436-0887  
E: design@somam.com  
integrateddesigns.com

Ownership of Documents  
This document, the ideas and design incorporated herein, are an instrument of Professional Service as the property of Integrated Designs by SOMAM Inc. and it is not to be used, in whole or in part for any other project without written authorization.  
© COPYRIGHT 2022

Stamp:

Sheet Title:  
**FLOOR PLAN**

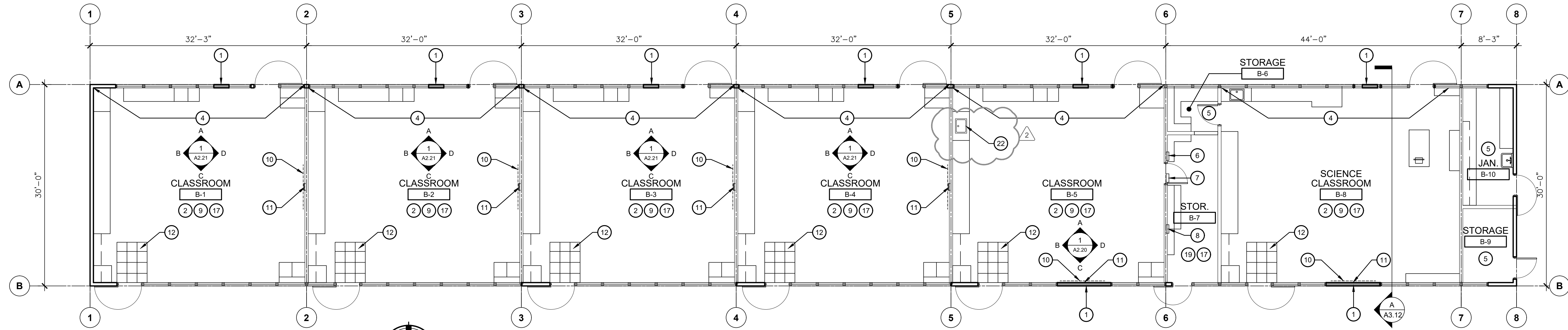
Job No.:  
**5525**

Sheet No.:  
**A2.00**  
Release: Addendum 3

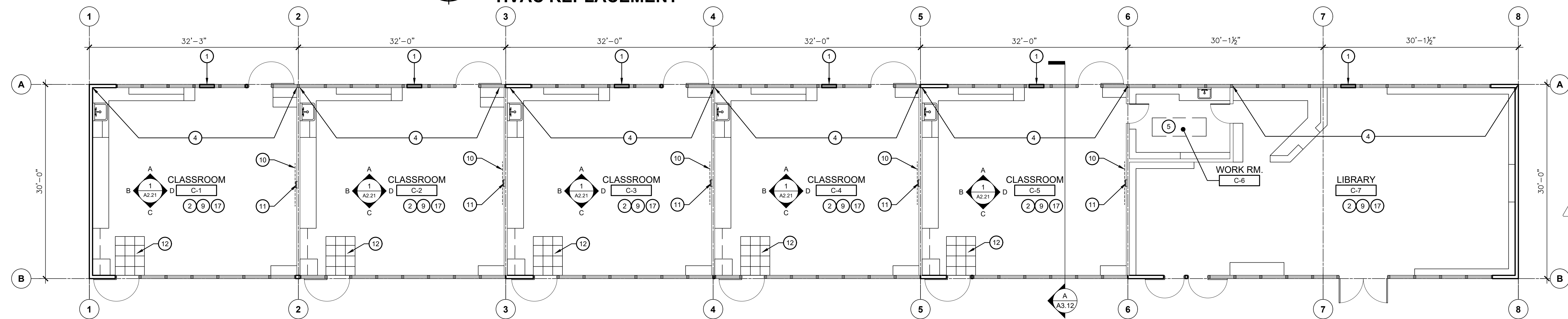
11/28/22



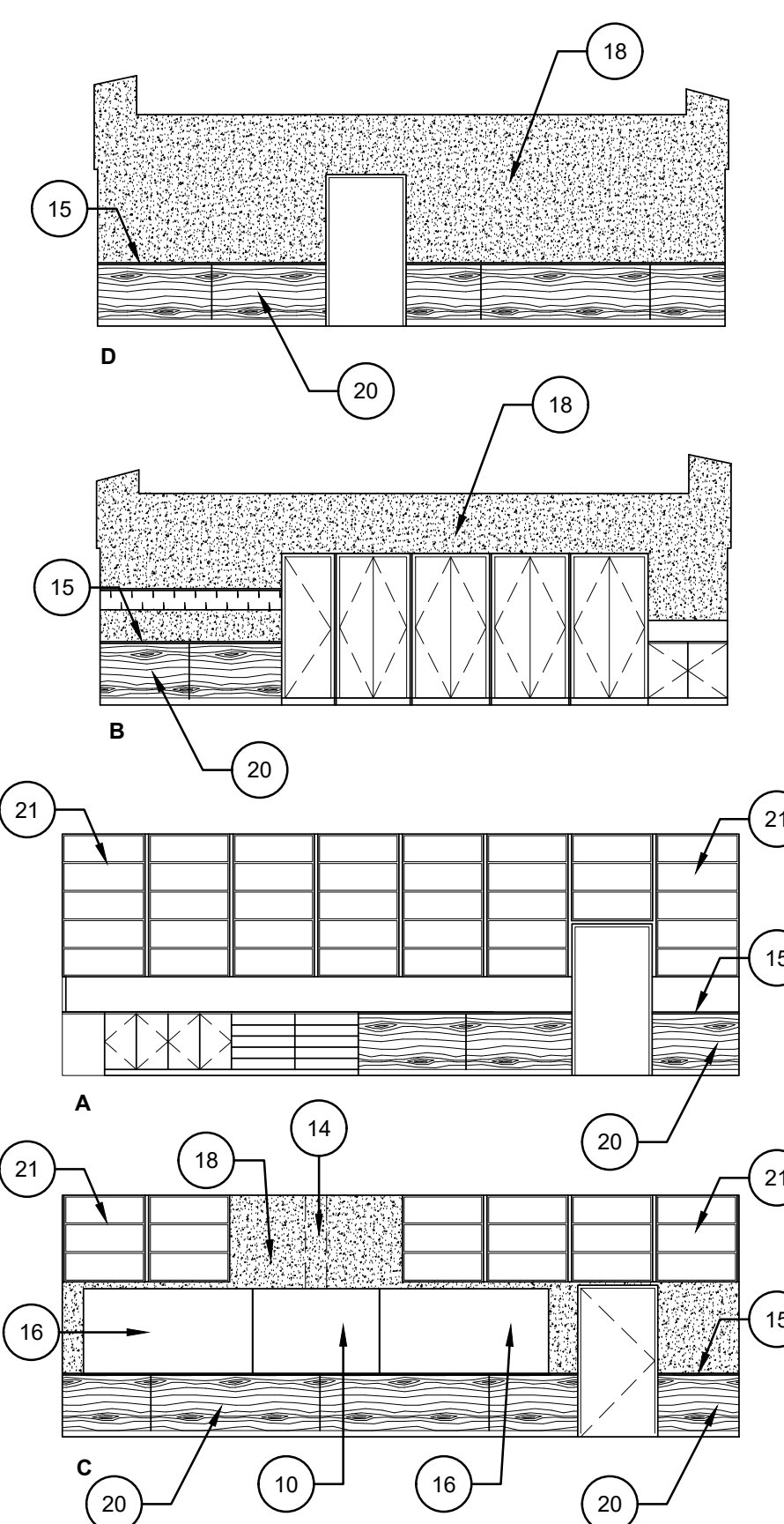
1" = 50'-0"  
 1" = 40'-0"  
 1" = 30'-0"  
 1" = 20'-0"  
 1" = 1'-0"  
 1/8" = 1'-0"  
 1/4" = 1'-0"



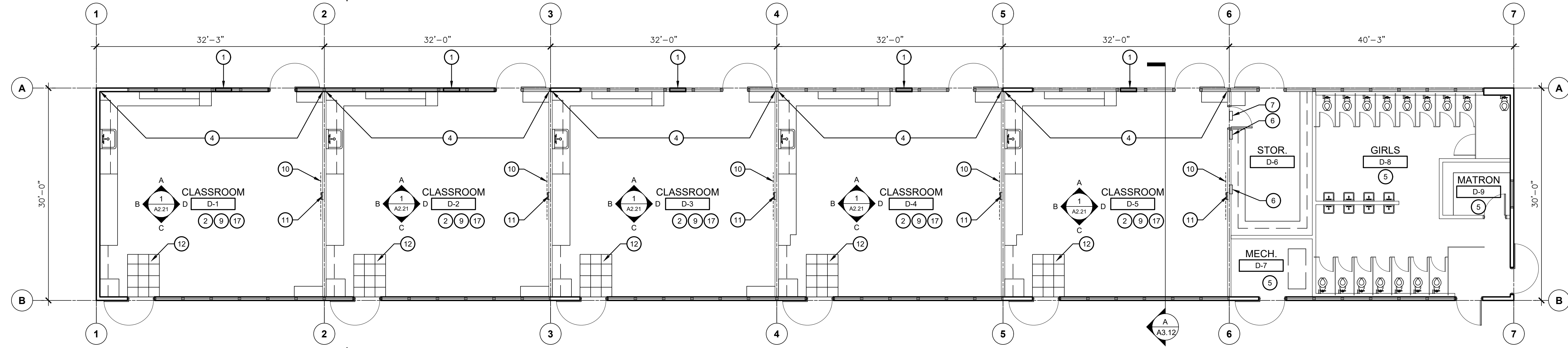
**FLOOR PLANS - BUILDING B - IMPROVEMENTS**  
 HVAC REPLACEMENT  
 SCALE: 1/8" = 1'-0"



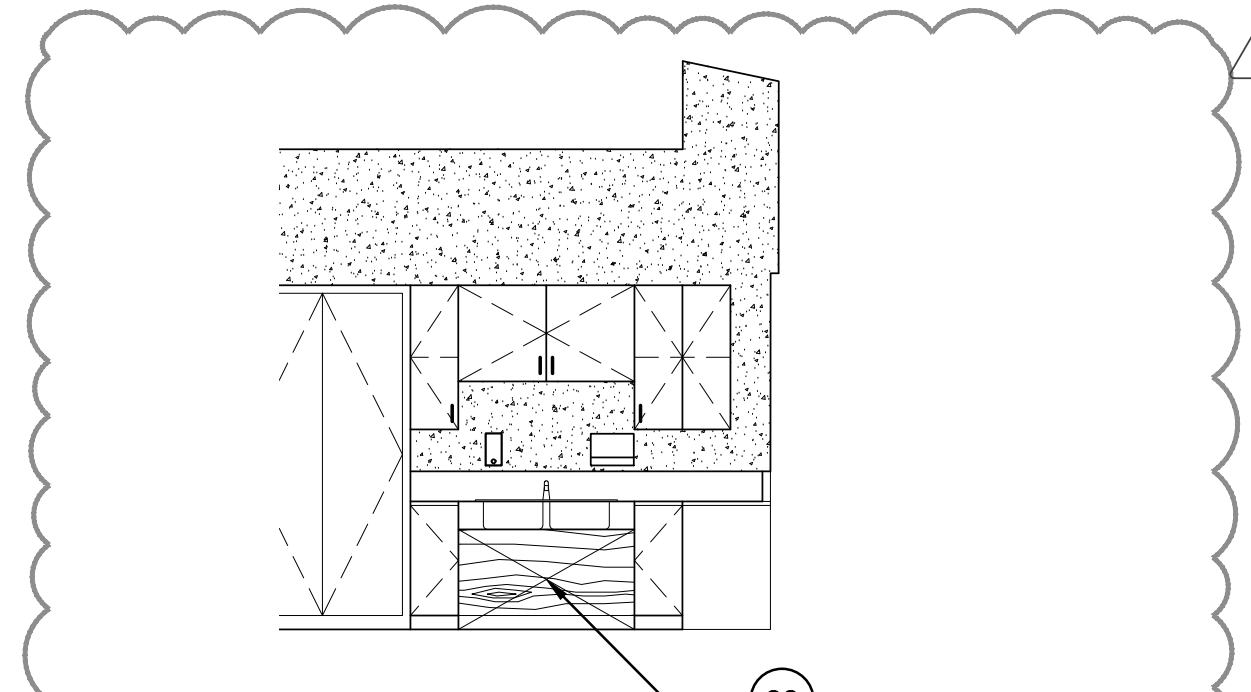
**FLOOR PLANS - BUILDING C - IMPROVEMENTS**  
 HVAC REPLACEMENT  
 SCALE: 1/8" = 1'-0"



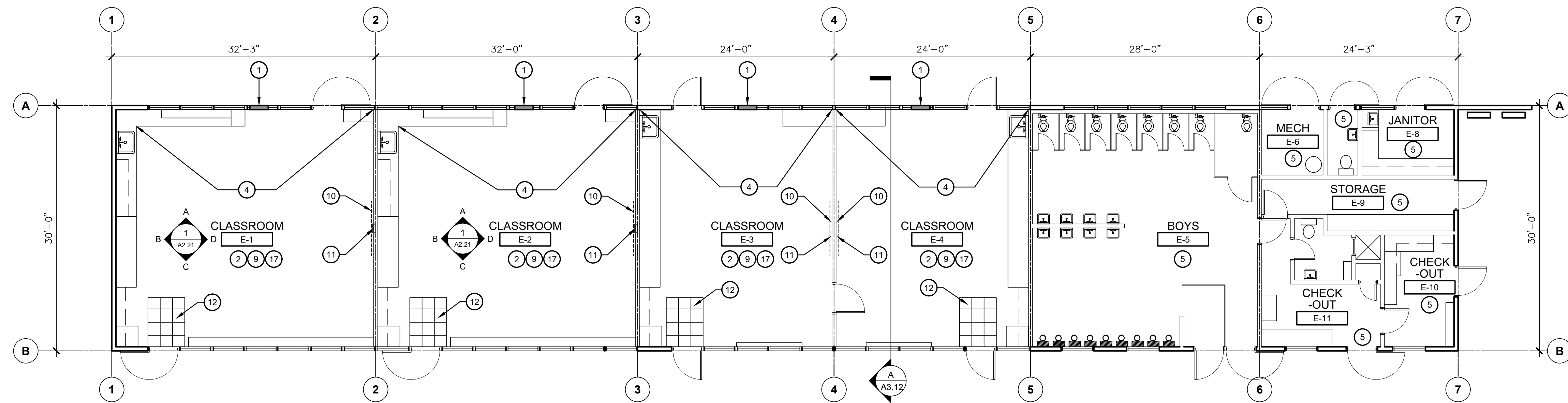
**1 CLASSROOM INTERIOR ELEVATIONS**  
 SCALE: 1/8" = 1'-0"



**FLOOR PLANS - BUILDING D - IMPROVEMENTS**  
 HVAC REPLACEMENT  
 SCALE: 1/8" = 1'-0"



**2 CLASSROOM INTERIOR ELEVATIONS - UNIT B**  
 SCALE: 1/8" = 1'-0"



**FLOOR PLANS - BUILDING E - IMPROVEMENTS**  
 HVAC REPLACEMENT  
 SCALE: 1/8" = 1'-0"

- KEY NOTES #**
- INFILL OPENING WITH WOOD STUDS, CEMENT PLASTER TO MATCH EXISTING ADJACENT COLOR AND TEXTURE ON THE OUTSIDE AND GYPSUM BOARD TO MATCH EXISTING ADJACENT THICKNESS, COLOR, AND TEXTURE ON THE INSIDE. PROVIDE R-19 BATT INSULATION. SEE 12/A8.01
  - PROVIDE NEW CARPET AS PER SPECIFICATIONS - COLOR TO BE SELECTED BY OWNER
  - INSTALL NEW CERAMIC TILE FLOORING - SIZE AND COLOR TO BE SELECTED BY OWNER
  - PAINT WALL, WINDOW FRAME, COLUMN, DOOR FRAME AND DOOR - COLOR TO BE SELECTED BY OWNER
  - NO WORK IN THIS ROOM
  - NEW HVAC WIRELESS GATEWAY PROVIDE 120V SINGLE PHASE WALL OUTLET AND ETHERNET CONNECTION.
  - WALL MOUNTED RETURN AIR GRILL ABOVE DOOR. SEE SHEET M2.21 FOR ADDITIONAL INFORMATION.
  - WALL MOUNTED SUPPLY AIR GRILL. SEE SHEET M2.021 FOR ADDITIONAL INFORMATION.
  - SEE SHEET A8.20 FOR NEW REFLECTED CEILING WORK.
  - CONTRACTOR TO REINSTALL (E) SALVAGED LCD TV MONITOR.
  - REPLACE DRYWALL AND PLYWOOD SHEATHING TO MATCH (E) ADJACENT THICKNESS.
  - PROVIDE NEW WALK-OFF MAT (C-1) PER SPECIFICATIONS SECTION 096813.
  - NOT USED.
  - INFILL WINDOW OPENING WITH WOOD STUDS FRAMING @ 16" O.C. AND ALL 4 SIDES OF OPENING. DRYWALL ON THE INSIDE AND PLASTER ON THE OUTSIDE TO MATCH ADJACENT (E) THICKNESS AFTER ELECTRICAL WORK HAS BEEN COMPLETED AND COVERED WITH NEW TACKBOARD.
  - ALIGN WITH BOTTOM OF MARKER BOARDS AND LCD TV, TYP.
  - INSTALL (E) SALVAGED CHALKBOARD.
  - INSTALL (N) TOPSET RUBBER WALL BASE.
  - NEW CHATFIELD CLARK CERES FOG TACKBOARD AS INDICATED ON WALL ELEVATIONS ON B/A2.20.
  - PROVIDE NEW VCT FLOORING AS PER SPECIFICATIONS. COLOR TO BE SELECTED BY OWNER.
  - (N) PLYWOOD WAINSCOTT - PRIME & PAINT - COLOR TO BE SELECTED BY OWNER.
  - (E) EXTERIOR WINDOWS TO REMAIN.
  - (N) ACCESSIBLE SINK. REFER TO SHEET M2.21 FOR WATER AND DRAIN INFORMATION.

Owner:  
  
**BAKERSFIELD CITY SCHOOL DISTRICT**  
 1300 BAKER STREET  
 BAKERSFIELD, CA 93305

Project Name:  
**HVAC REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
 1101 NOBLE AVENUE  
 BAKERSFIELD, CA 93305

**integrated designs**  
 by SOMAM, Inc.  
 ARCHITECTURE  
 ENGINEERING  
 INTERIOR DESIGN

6011 N. FRESNO STREET, SUITE 130  
 FRESNO CALIFORNIA 93710  
 P:(559) 436-0881 F:(559) 436-0887  
 E: design@somam.com  
 integrateddesigns.com

Stamp:

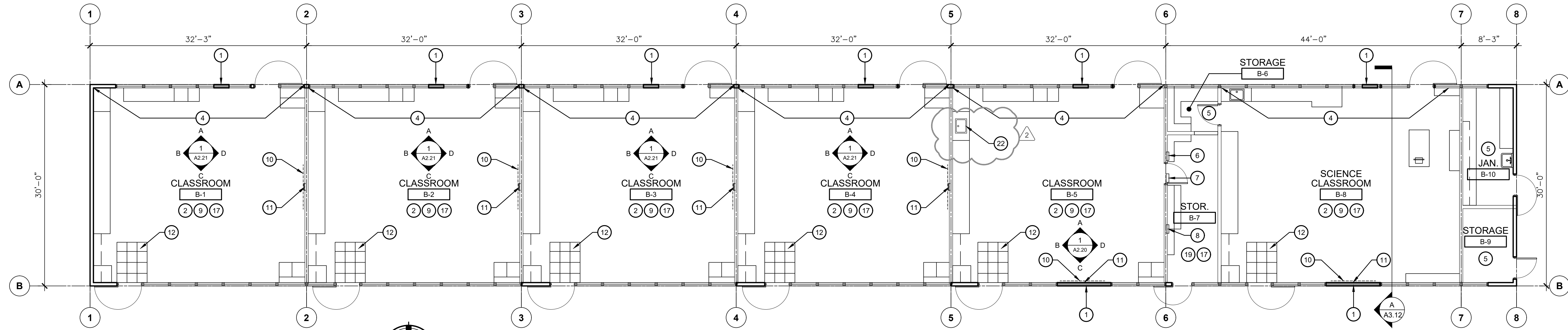
Sheet Title:  
**FLOOR PLANS  
 BLDG. B, C, D & E**

Job No.:  
**5525**

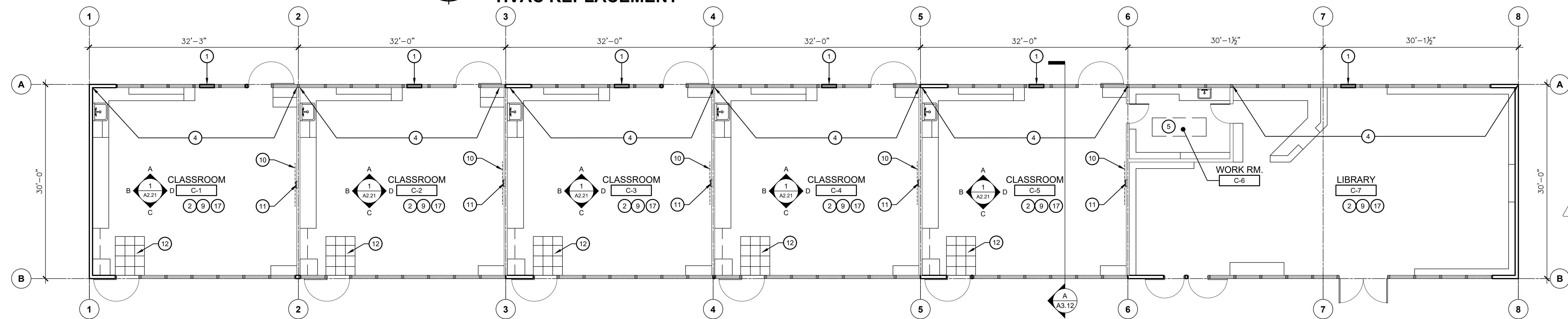
Sheet No.:  
**A2.20**

Release: ADDENDUM 3 11/28/22

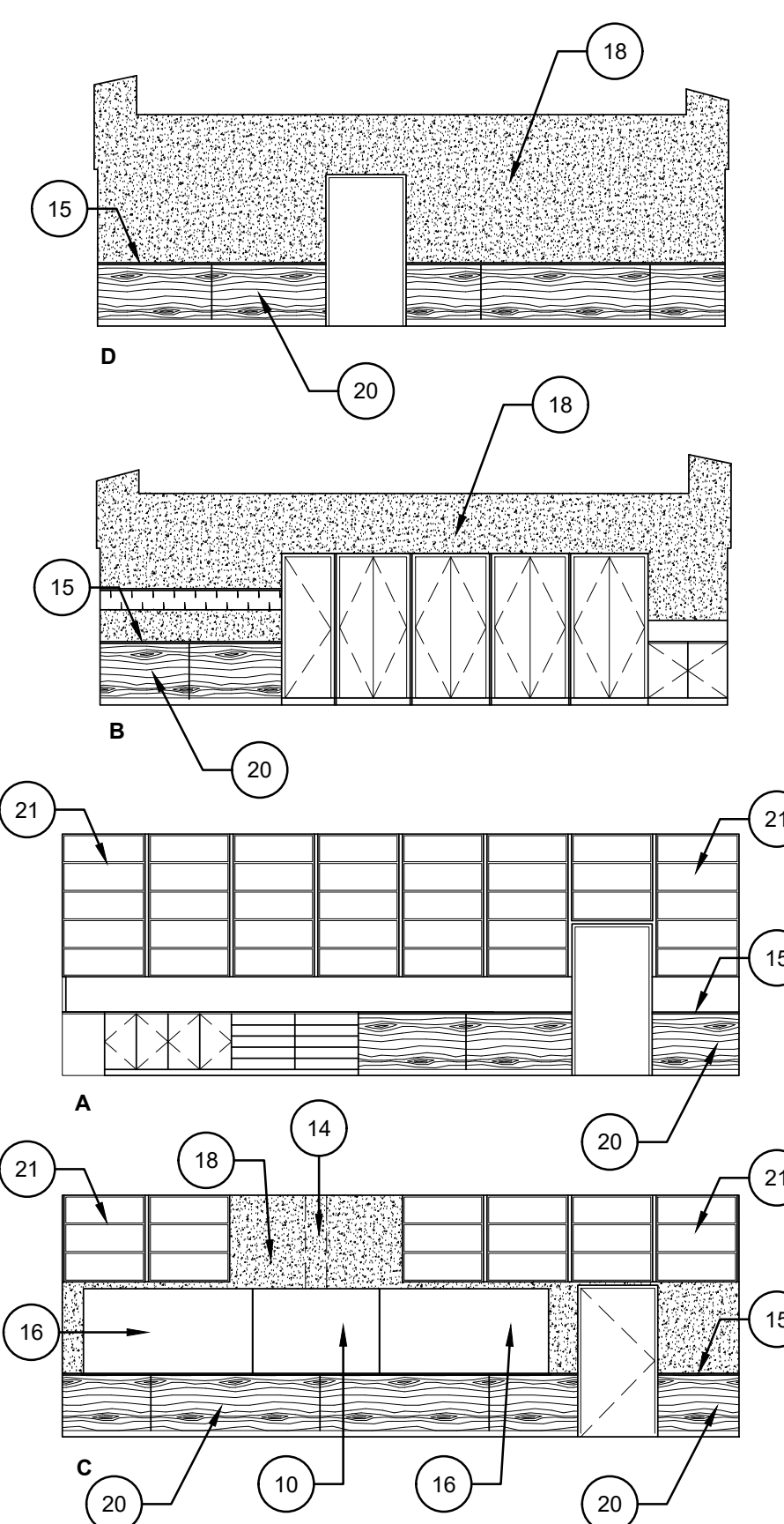
1" = 50'-0"  
 1" = 40'-0"  
 1" = 30'-0"  
 1" = 20'-0"  
 1" = 1'-0"  
 1" = 1'-0"  
 1" = 1'-0"  
 1" = 1'-0"



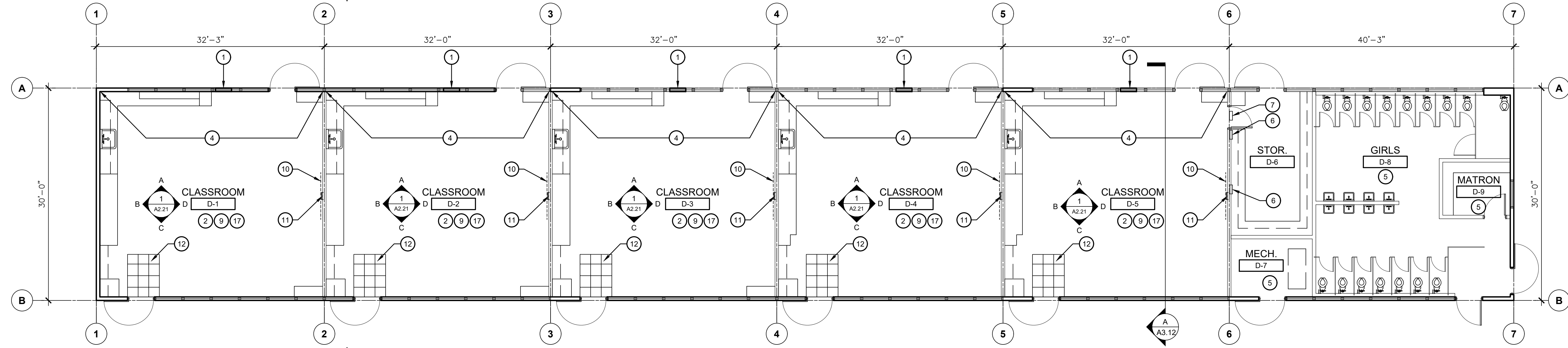
**FLOOR PLANS - BUILDING B - IMPROVEMENTS**  
**HVAC REPLACEMENT**  
 SCALE: 1/8" = 1'-0"



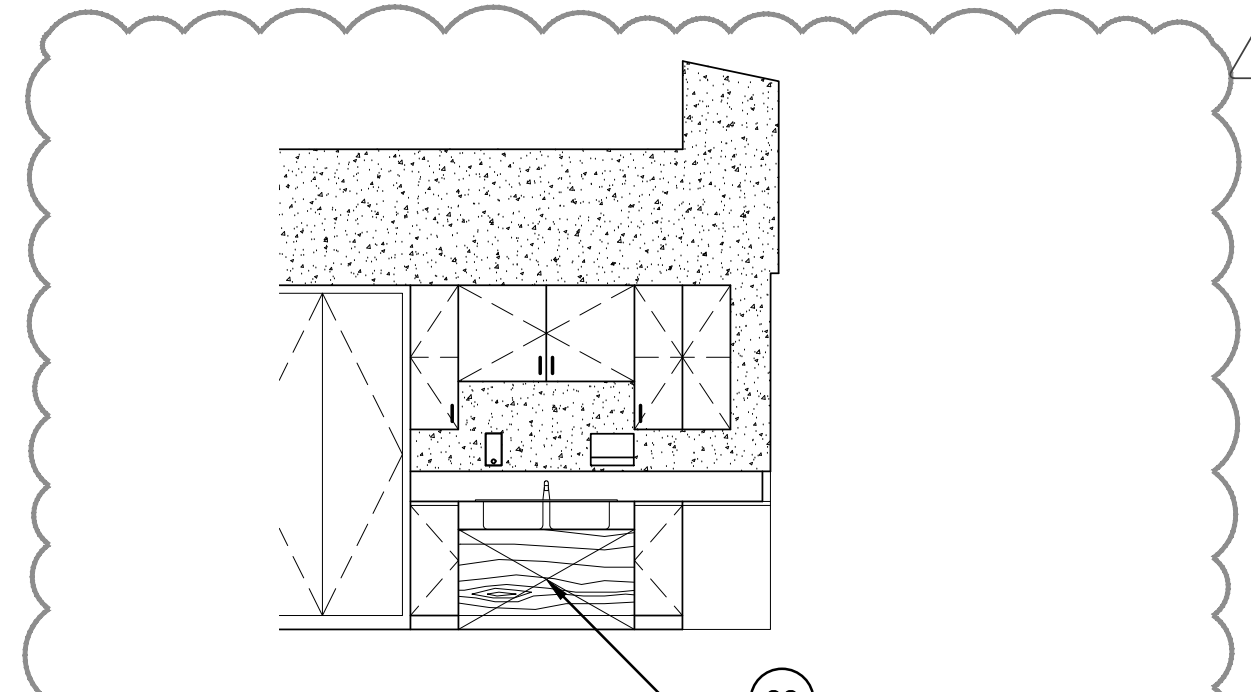
**FLOOR PLANS - BUILDING C - IMPROVEMENTS**  
**HVAC REPLACEMENT**  
 SCALE: 1/8" = 1'-0"



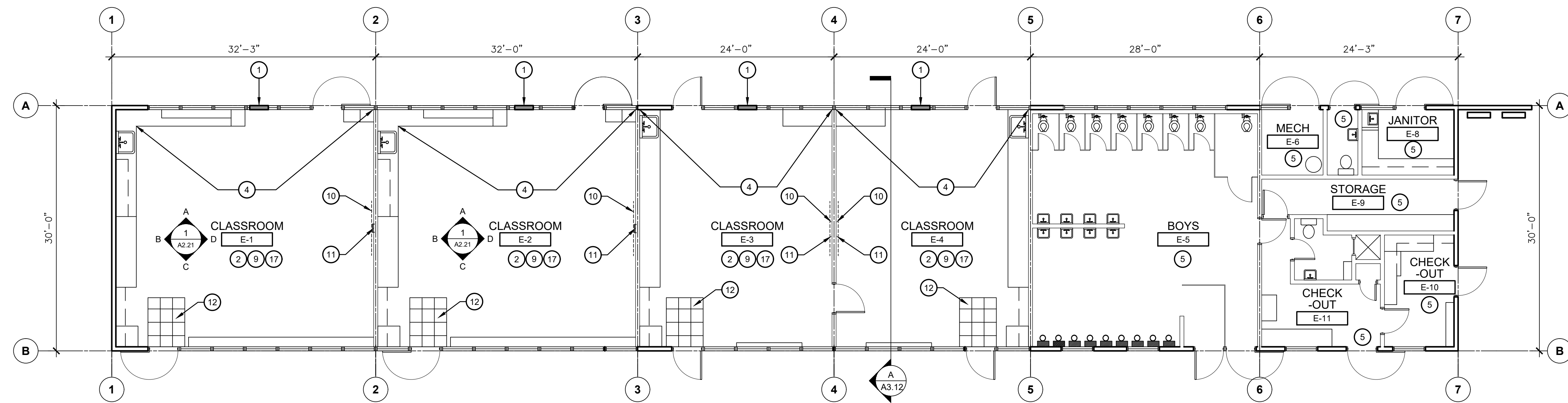
**1 CLASSROOM INTERIOR ELEVATIONS**  
 SCALE: 1/8" = 1'-0"



**FLOOR PLANS - BUILDING D - IMPROVEMENTS**  
**HVAC REPLACEMENT**  
 SCALE: 1/8" = 1'-0"



**2 CLASSROOM INTERIOR ELEVATIONS - UNIT B**  
 SCALE: 1/8" = 1'-0"



**FLOOR PLANS - BUILDING E - IMPROVEMENTS**  
**HVAC REPLACEMENT**  
 SCALE: 1/8" = 1'-0"

- KEY NOTES #**
- INFILL OPENING WITH WOOD STUDS, CEMENT PLASTER TO MATCH EXISTING ADJACENT COLOR AND TEXTURE ON THE OUTSIDE AND GYPSUM BOARD TO MATCH EXISTING ADJACENT THICKNESS, COLOR, AND TEXTURE ON THE INSIDE. PROVIDE R-19 BATT INSULATION. SEE 12/A8.01
  - PROVIDE NEW CARPET AS PER SPECIFICATIONS - COLOR TO BE SELECTED BY OWNER
  - INSTALL NEW CERAMIC TILE FLOORING - SIZE AND COLOR TO BE SELECTED BY OWNER
  - PAINT WALL, WINDOW FRAME, COLUMN, DOOR FRAME AND DOOR - COLOR TO BE SELECTED BY OWNER
  - NO WORK IN THIS ROOM
  - NEW HVAC WIRELESS GATEWAY PROVIDE 120V SINGLE PHASE WALL OUTLET AND ETHERNET CONNECTION.
  - WALL MOUNTED RETURN AIR GRILL ABOVE DOOR. SEE SHEET M2.21 FOR ADDITIONAL INFORMATION.
  - WALL MOUNTED SUPPLY AIR GRILL. SEE SHEET M2.021 FOR ADDITIONAL INFORMATION.
  - SEE SHEET A8.20 FOR NEW REFLECTED CEILING WORK.
  - CONTRACTOR TO REINSTALL (E) SALVAGED LCD TV MONITOR.
  - REPLACE DRYWALL AND PLYWOOD SHEATHING TO MATCH (E) ADJACENT THICKNESS.
  - PROVIDE NEW WALK-OFF MAT (C-1) PER SPECIFICATIONS SECTION 096813.
  - NOT USED.
  - INFILL WINDOW OPENING WITH WOOD STUDS FRAMING @ 16" O.C. AND ALL 4 SIDES OF OPENING. DRYWALL ON THE INSIDE AND PLASTER ON THE OUTSIDE TO MATCH ADJACENT (E) THICKNESS AFTER ELECTRICAL WORK HAS BEEN COMPLETED AND COVERED WITH NEW TACKBOARD.
  - ALIGN WITH BOTTOM OF MARKER BOARDS AND LCD TV, TYP.
  - INSTALL (E) SALVAGED CHALKBOARD.
  - INSTALL (N) TOPSET RUBBER WALL BASE.
  - NEW CHATFIELD CLARK CERES FOG TACKBOARD AS INDICATED ON WALL ELEVATIONS ON B/A2.20.
  - PROVIDE NEW VCT FLOORING AS PER SPECIFICATIONS. COLOR TO BE SELECTED BY OWNER.
  - (N) PLYWOOD WAINSCOTT - PRIME & PAINT - COLOR TO BE SELECTED BY OWNER.
  - (E) EXTERIOR WINDOWS TO REMAIN.
  - (N) ACCESSIBLE SINK. REFER TO SHEET M2.21 FOR WATER AND DRAIN INFORMATION.

Owner:  
  
**BAKERSFIELD CITY SCHOOL DISTRICT**  
 1300 BAKER STREET  
 BAKERSFIELD, CA 93305

Project Name:  
**HVAC REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
 1101 NOBLE AVENUE  
 BAKERSFIELD, CA 93305

**integrated designs**  
 by SOMAM, Inc.  
**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
 FRESNO CALIFORNIA 93710  
 P:(559) 436-0881 F:(559) 436-0887  
 E: design@somam.com  
 integrateddesigns.com

Stamp:

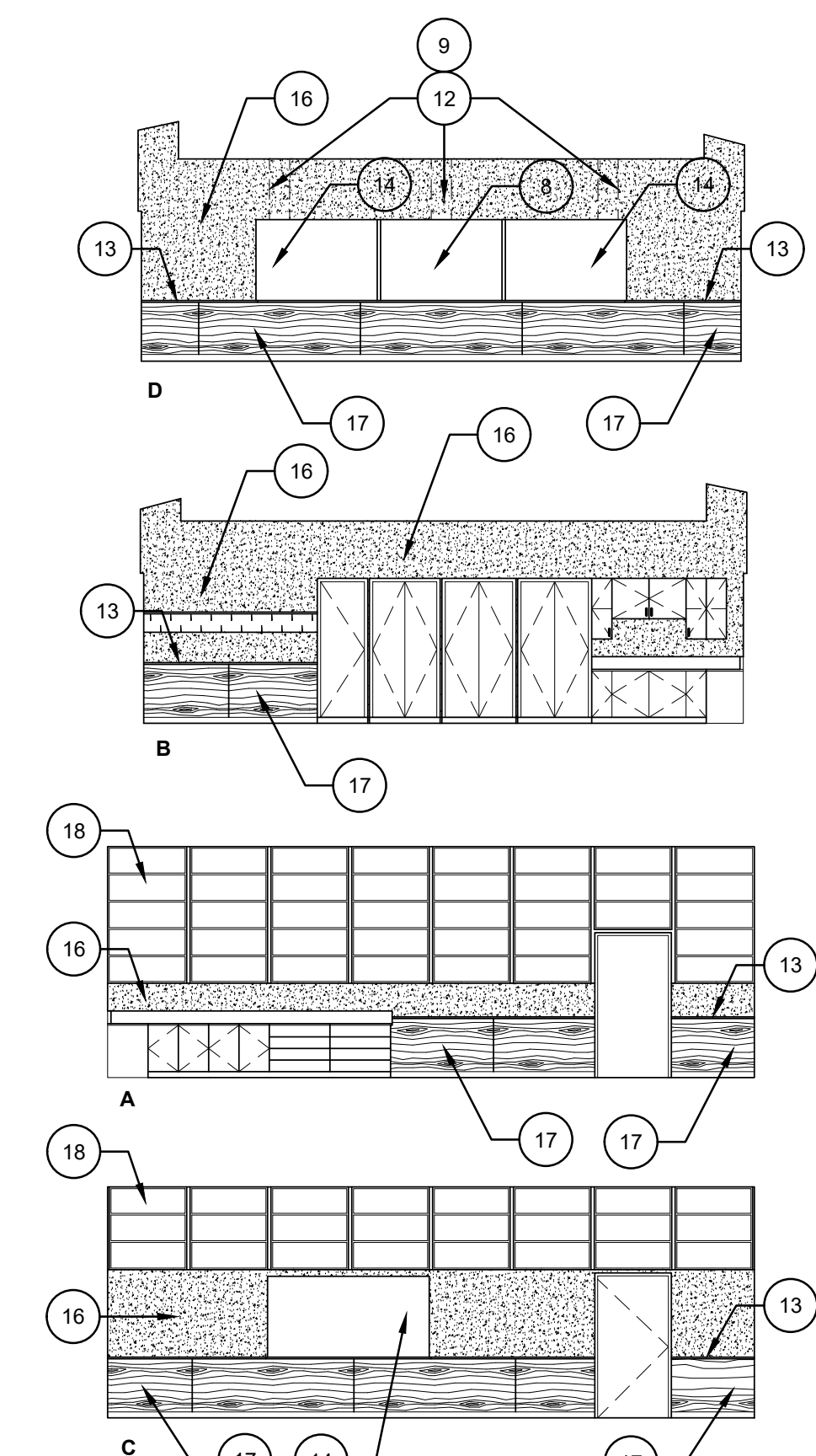
Sheet Title:  
**FLOOR PLANS BLDG. B, C, D & E**

Job No.:  
**5525**

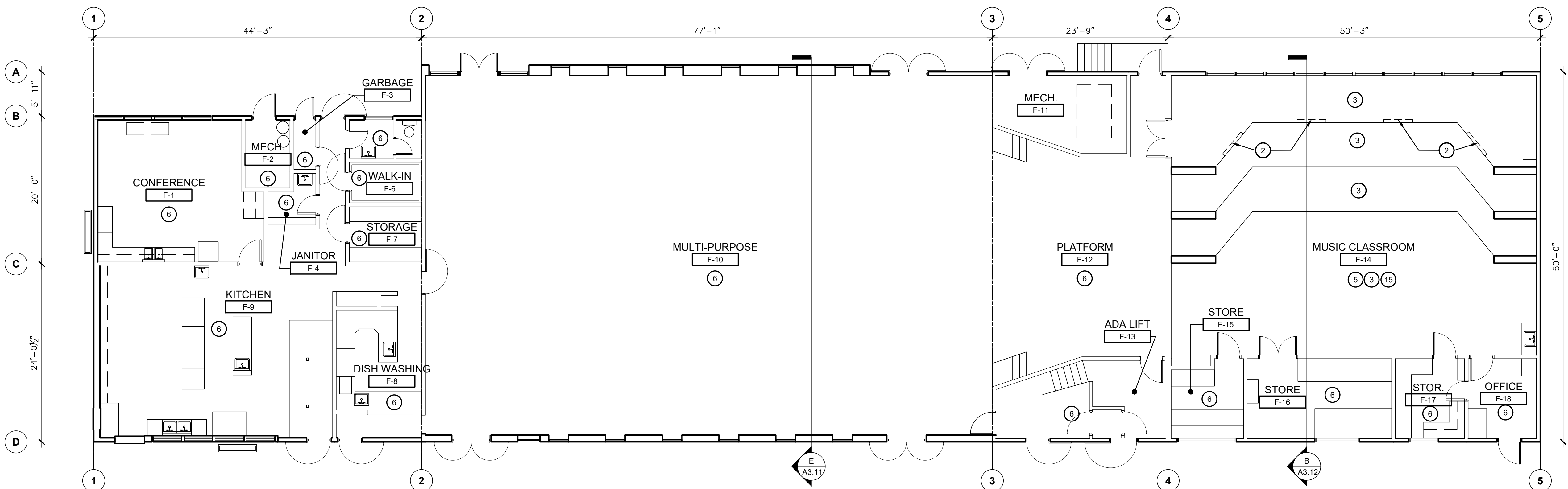
Sheet No.:  
**A2.20**

Release: ADDENDUM 3 11/28/22

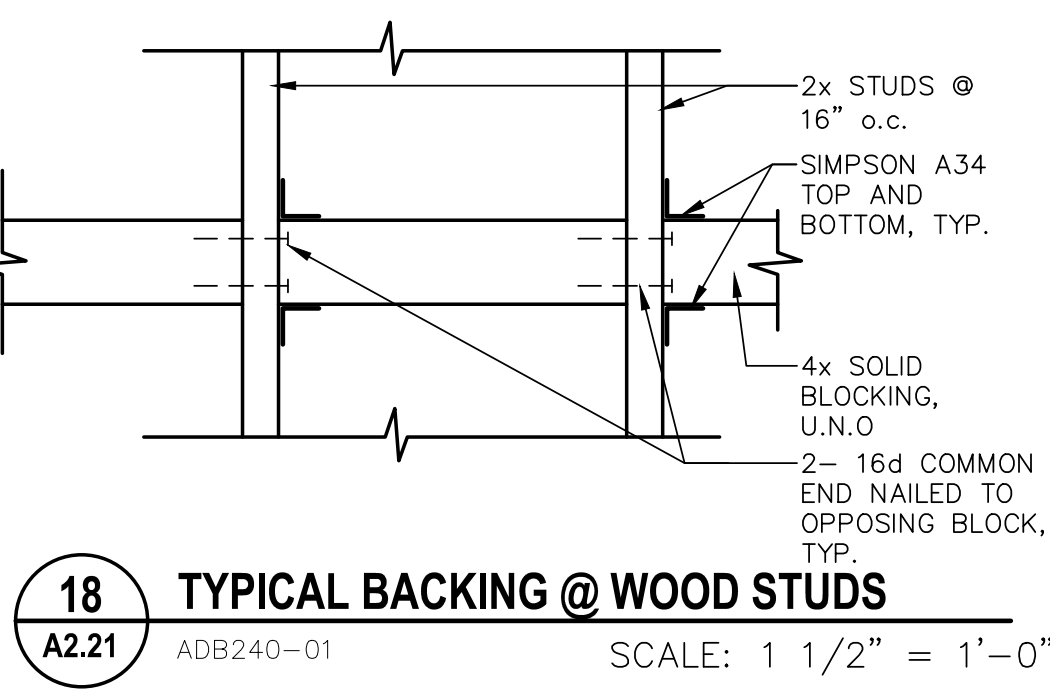
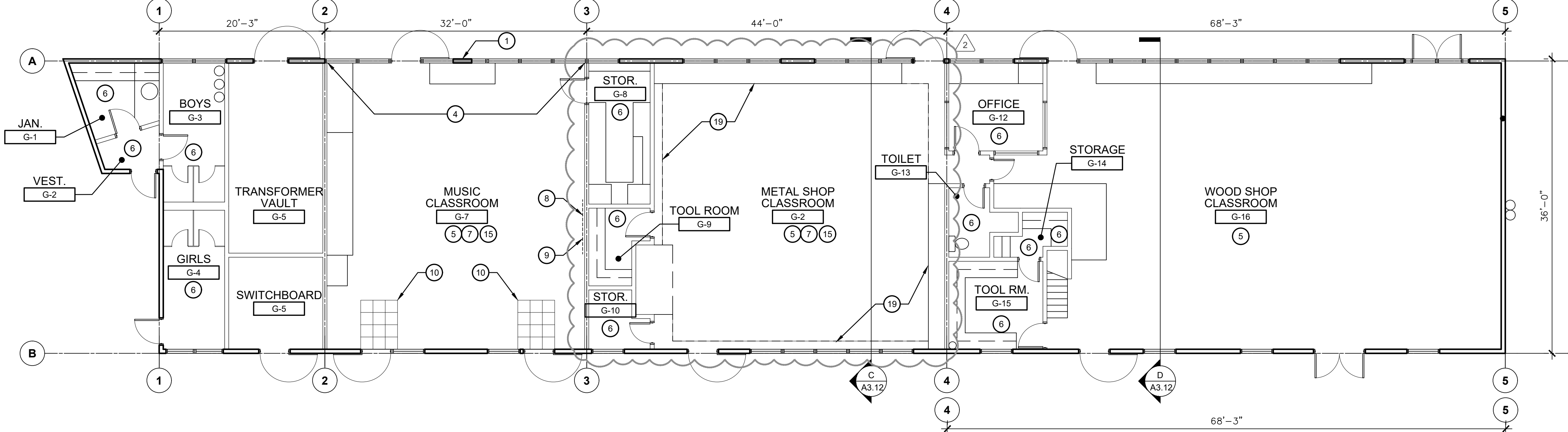
1" = 50'-0"  
 1" = 40'-0"  
 1" = 30'-0"  
 1" = 20'-0"  
 1" = 1'-0"  
 1/8" = 1'-0"  
 1/4" = 1'-0"



**1** TYP. CLASSROOM INTERIOR ELEVATIONS  
 A2.21 SCALE: 1/8" = 1'-0"

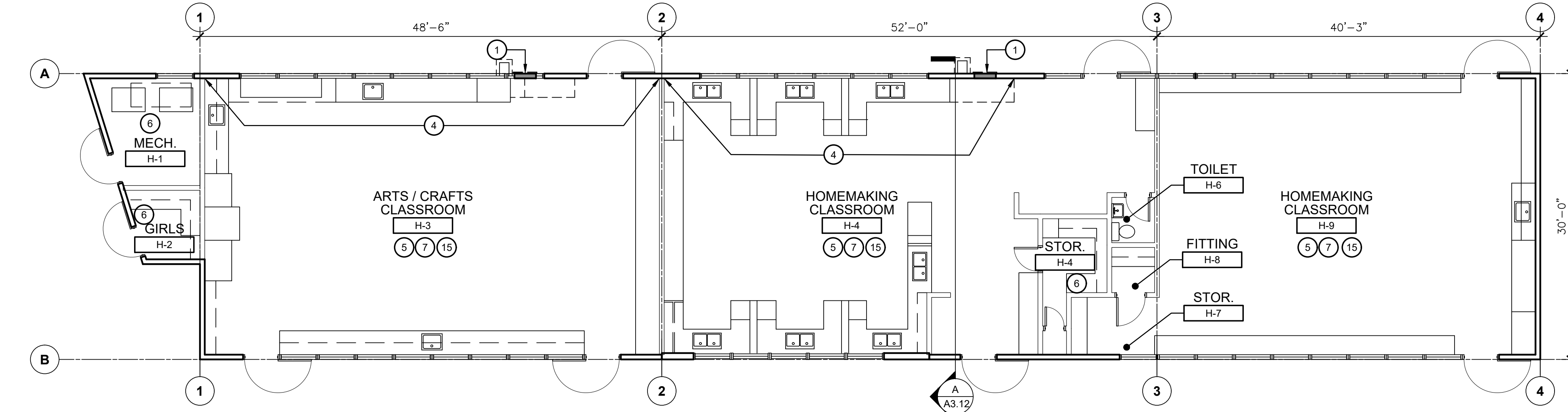


**FLOOR PLANS - BUILDING F - IMPROVEMENTS**  
 HVAC REPLACEMENT SCALE: 1/8" = 1'-0"



**18** TYPICAL BACKING @ WOOD STUDS  
 A2.21 ADB249-01 SCALE: 1 1/2" = 1'-0"

**FLOOR PLANS - BUILDING G - IMPROVEMENTS**  
 HVAC REPLACEMENT SCALE: 1/8" = 1'-0"

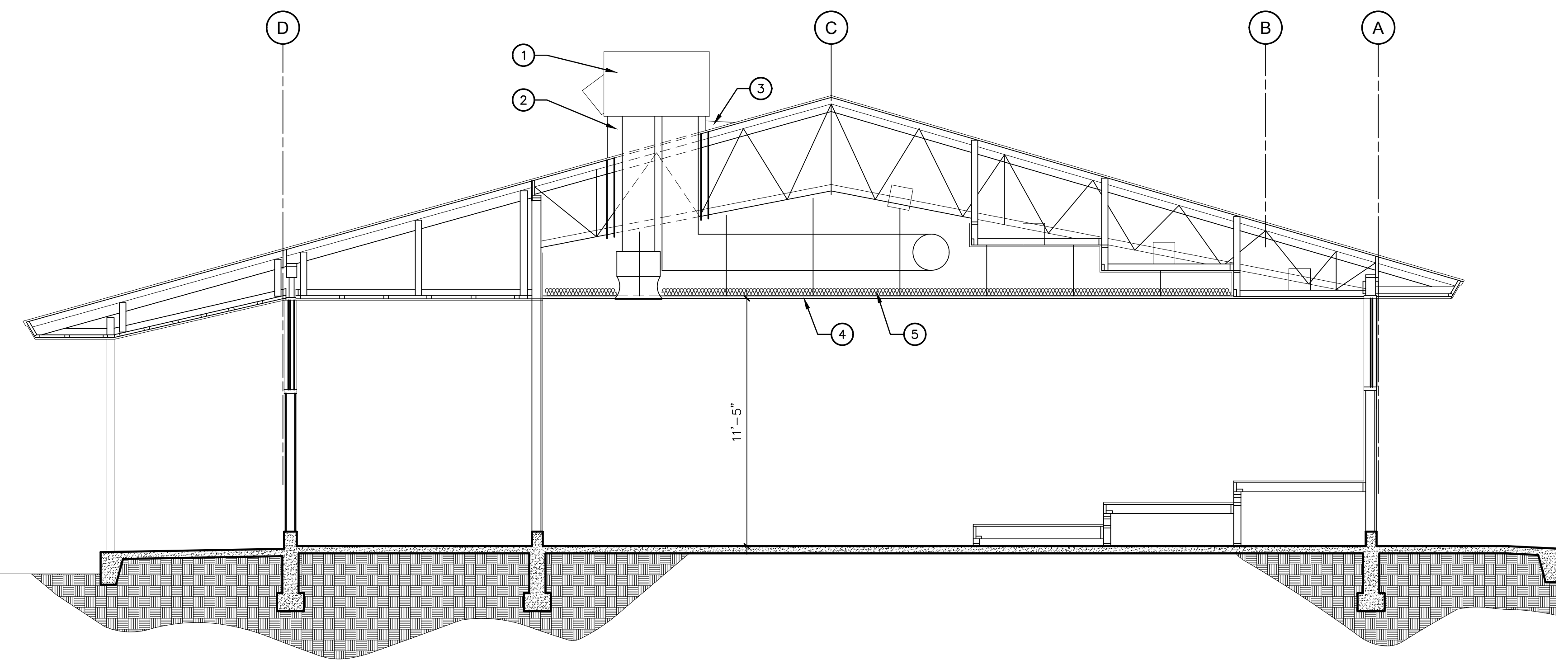
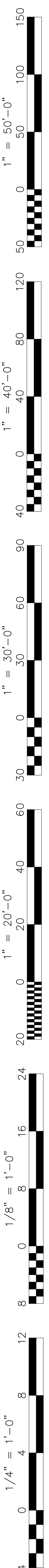


**FLOOR PLANS - BUILDING H - IMPROVEMENTS**  
 HVAC REPLACEMENT SCALE: 1/8" = 1'-0"

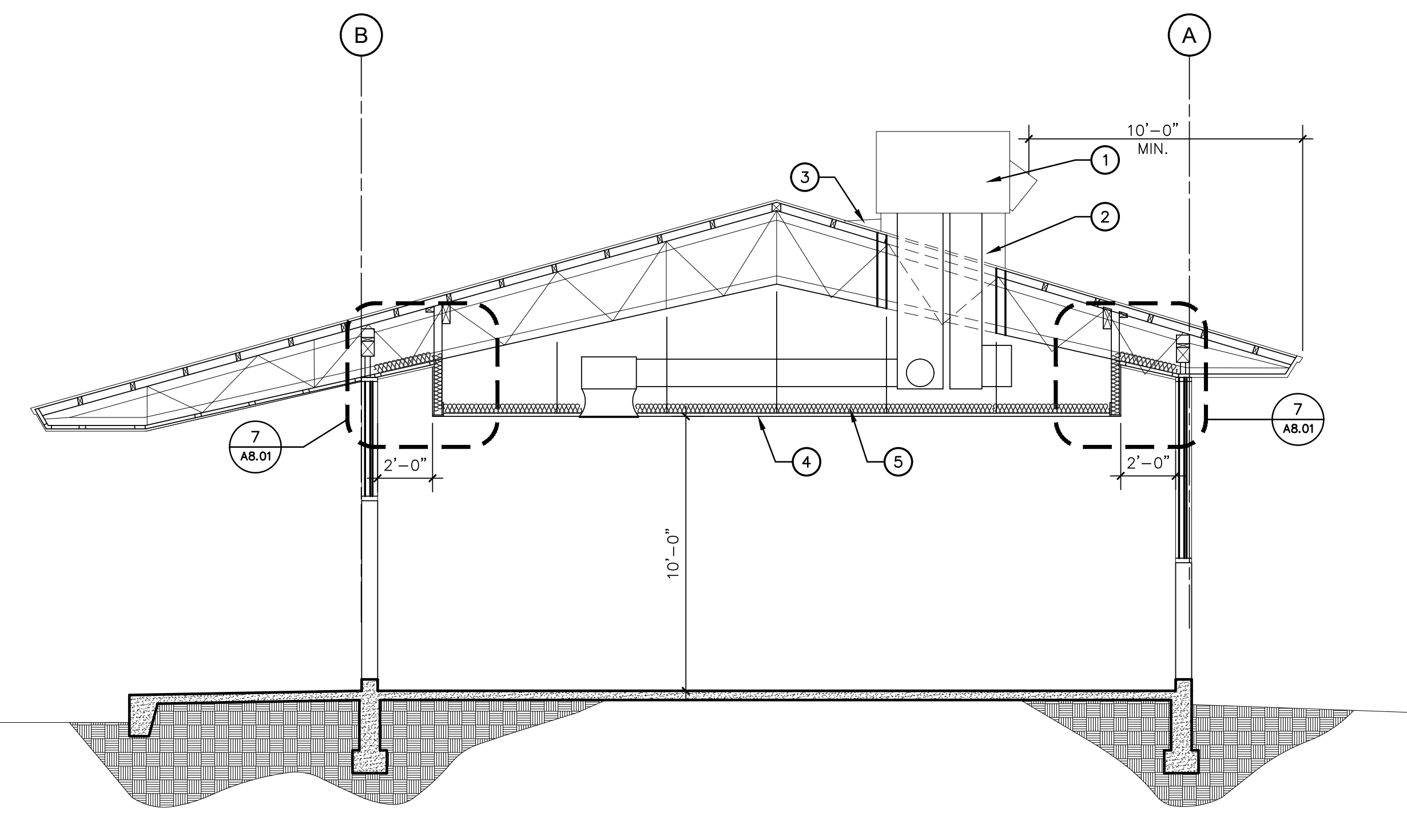
<p><b>KEY NOTES #</b></p> <ol style="list-style-type: none"> <li>INFILL OPENING WITH WOOD STUDS, CEMENT PLASTER TO MATCH EXISTING ADJACENT COLOR &amp; TEXTURE ON THE OUTSIDE &amp; GYPSUM BOARD TO MATCH EXISTING ADJACENT THICKNESS, COLOR, &amp; TEXTURE ON THE INSIDE. PROVIDE R-19 BATT INSULATION - SEE 1206&amp;10</li> <li>INFILL OPENING WITH WOOD STUDS, PLYWOOD AND CARPET TO MATCH EXISTING ADJACENT MATERIAL, TEXTURE AND COLOR - SEE DETAIL 1/A2.11.</li> <li>PROVIDE (N) CARPET AS PER SPECS. - TO BE SELECTED BY OWNER.</li> <li>PAINT WALL, WINDOW FRAME, COLUMN, DOOR FRAME, AND DOOR - COLOR TO BE SELECTED BY OWNER.</li> <li>SEE SHEET A6, 21 FOR REFLECTED CEILING NEW WORK.</li> <li>NO WORK IN THIS ROOM</li> <li>PROVIDE NEW VCT AS PER SPECIFICATIONS - COLOR TO BE SELECTED BY OWNER.</li> <li>CONTRACTOR TO INSTALL (E) SALVAGED LCD TV MONITOR.</li> <li>REMOVE PORTION OF (E) TACKBOARD, DRYWALL AND SHEATHING AS REQUIRED TO INSTALL NEW ELECTRICAL WORK. SEE ELEVATION 2/E.O.1. REPLACE DRYWALL AND SHEATHING TO MATCH (E) ADJACENT THICKNESS.</li> <li>PROVIDE NEW WALK-OFF MAT (C-1) PER SPECIFICATIONS SECTION 098813.</li> <li>NOT USED.</li> <li>PATCH DRYWALL AND PLYWOOD SHEATHING TO MATCH ADJACENT EXISTING THICKNESS AFTER ELECTRICAL WORK HAS BEEN COMPLETED AND COVER WITH NEW TACKBOARD.</li> <li>ALIGN WITH BOTTOM OF MARKERBOARDS AND LCD TV.</li> <li>INSTALL (E) SALVAGED CHALKBOARD.</li> <li>INSTALL (N) TOPSET RUBBER WALL BASE.</li> <li>NEW CHATFIELD CLARK CERES FOG TACKBOARD AS INDICATED ON WALL ELEVATIONS ON B/A2.20.</li> <li>(N) PLYWOOD WAINSCOTT - PRIME &amp; PAINT - COLOR TO BE SELECTED BY OWNER.</li> <li>(E) EXTERIOR WINDOWS TO REMAIN.</li> <li>INFILL IN WITH 3,000 PSI CONCRETE TO MATCH EXISTING ADJACENT CONCRETE LEVEL ON ALL FOUR SIDES. INSTALL 12" LONG #3 DOWELS AT 32" O.C. WITH #1 EMBEDDED INTO EXISTING CONCRETE AND #3 REBAR AT 18" O.C. EACH WAY.</li> </ol>	
<p><b>GENERAL NOTES</b></p>	
<p><b>OWNER:</b>    <b>BAKERSFIELD CITY SCHOOL DISTRICT</b>      1300 BAKER STREET      BAKERSFIELD, CA 93305</p>	
<p><b>Project Name:</b>  <b>HVAC REPLACEMENT</b></p>	
<p><b>Project Address:</b>  <b>WASHINGTON MIDDLE SCHOOL</b>      1101 NOBLE AVENUE      BAKERSFIELD, CA 93305</p>	
<p><b>integrated designs</b>      by SOMAM, Inc.  <b>ARCHITECTURE ENGINEERING INTERIOR DESIGN</b>      6011 N. FRESNO STREET, SUITE 130      FRESNO CALIFORNIA 93710      P:(559) 436-0881 F:(559) 436-0887      E: design@somam.com      integrateddesigns.com</p>	
<p><b>LEGEND</b></p>	
<p><b>Stamp:</b>  </p>	
<p><b>Sheet Title:</b>  <b>FLOOR PLANS BLDG. F, G &amp; H</b></p>	
<p><b>Job No.:</b>  <b>5525</b></p>	
<p><b>Sheet No.:</b>  <b>A2.21</b></p>	

**KEY NOTES #**

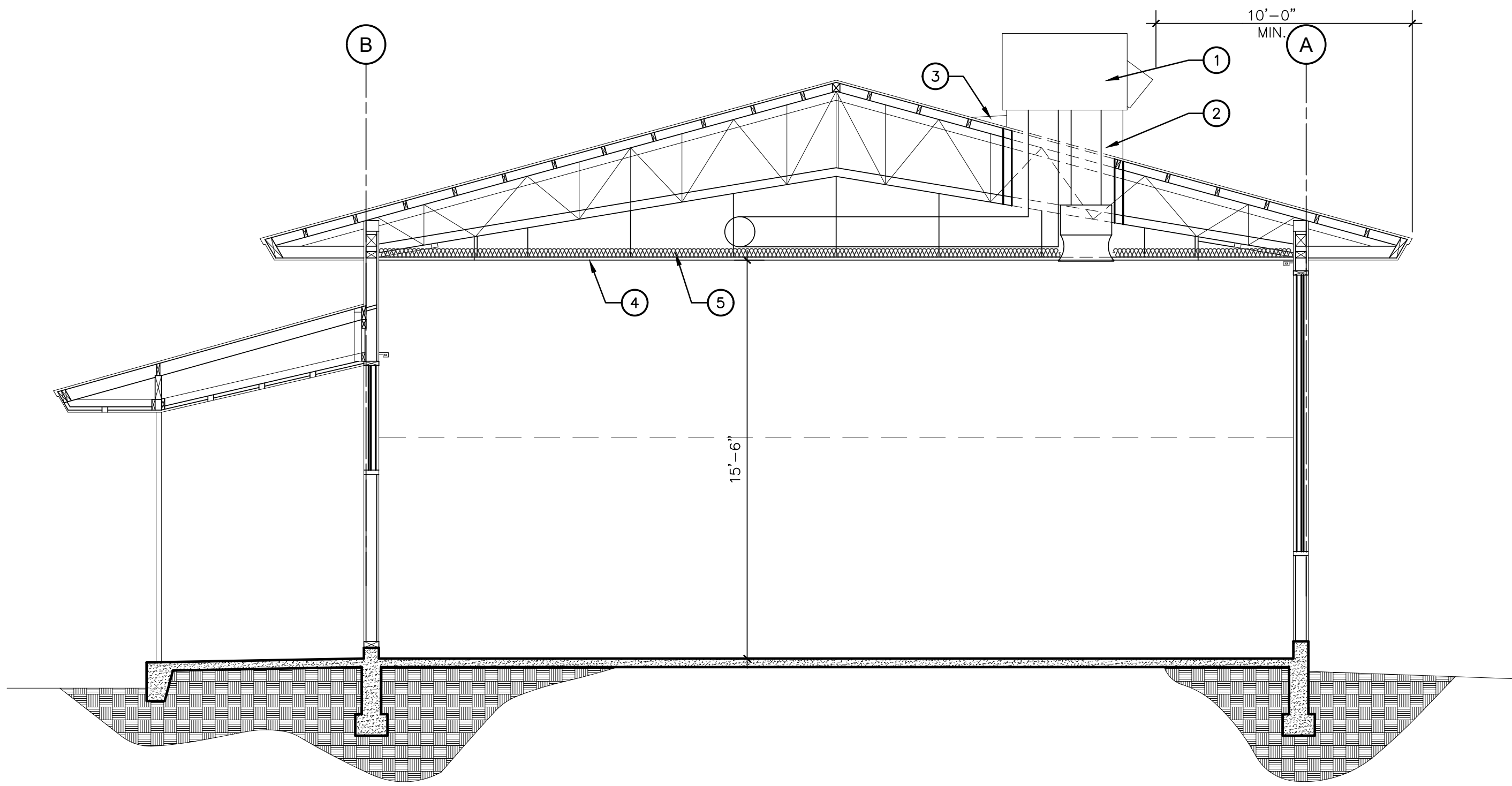
1. NEW SINGLE PACKAGE ROOF TOP UNIT - SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION
2. NEW PRE-FAB METAL EQUIPMENT CURB - SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION
3. REMOVE PORTION OF (E) COMPOSITION SHINGLES AS REQUIRED TO INSTALL NEW EQUIPMENT CURB. PROVIDE A CRICKET TO DIVERT RAIN WATER
4. NEW SUSPENDED ACOUSTIC CEILING SYSTEM - SEE DETAIL 1/A6.01
5. NEW R-30 LAY-ON BATT INSULATION



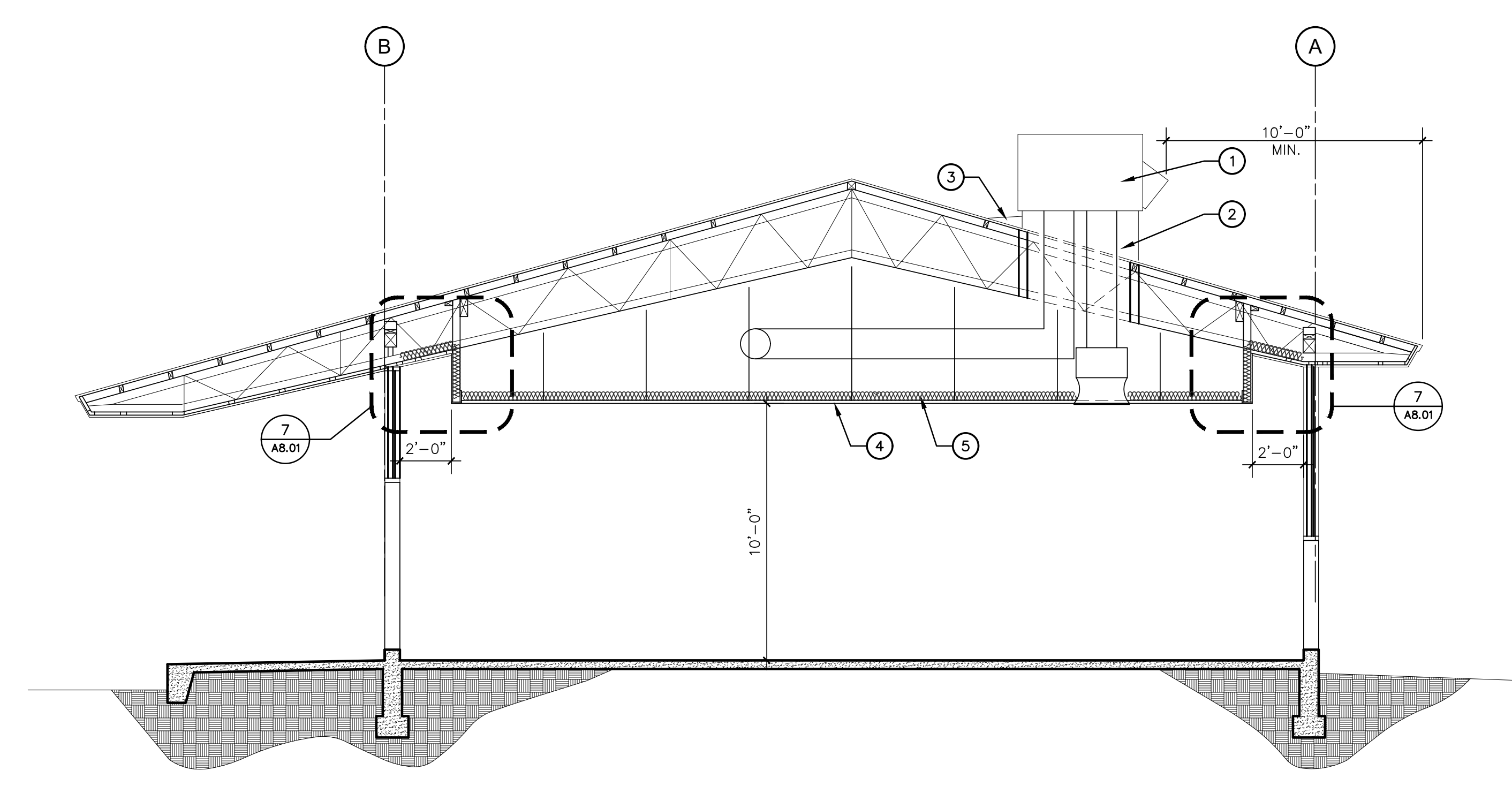
**B BUILDING F - IMPROVEMENTS**  
1/4" = 1'-0"



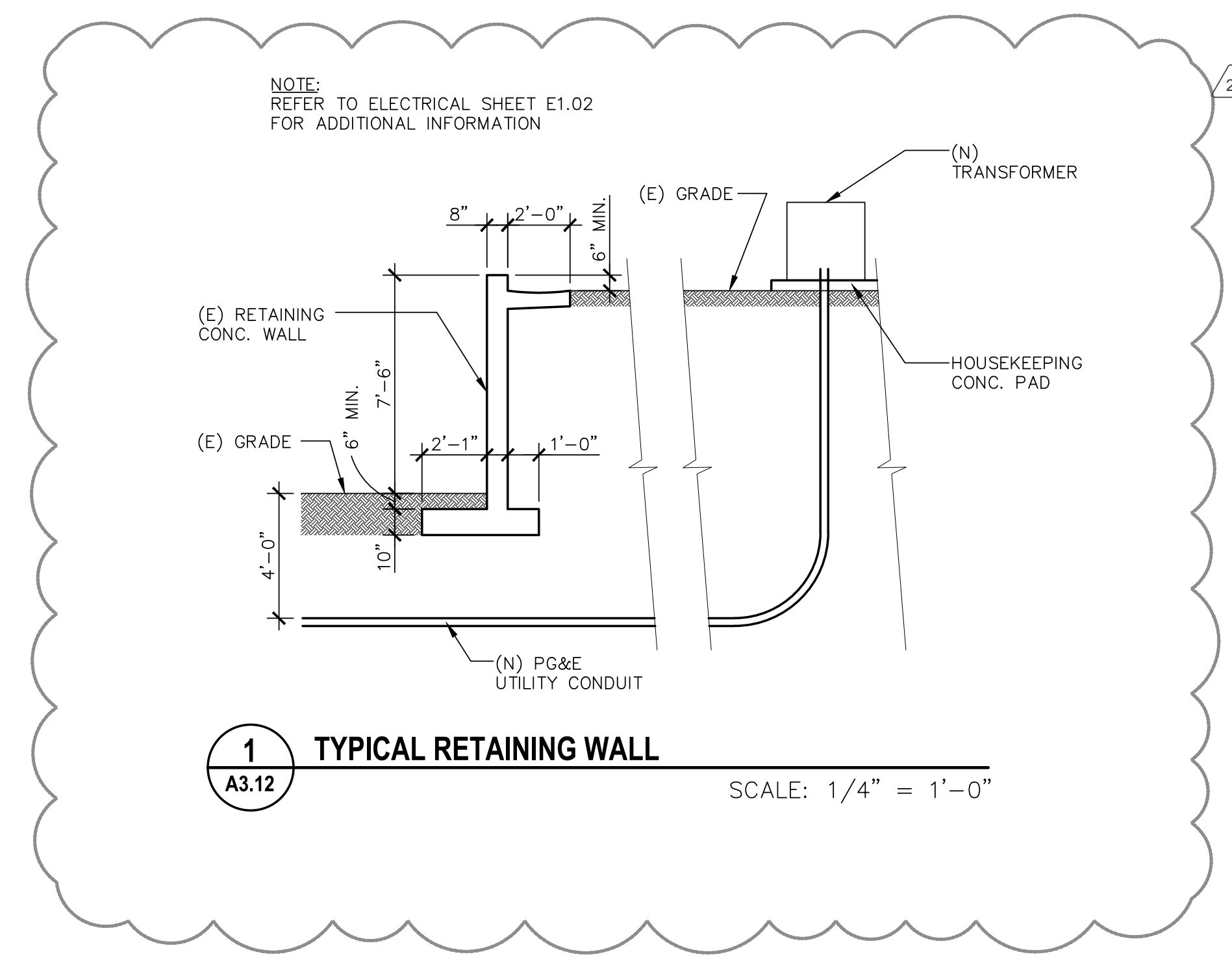
**A BUILDINGS B, C, D, E & H - IMPROVEMENTS**  
1/4" = 1'-0"



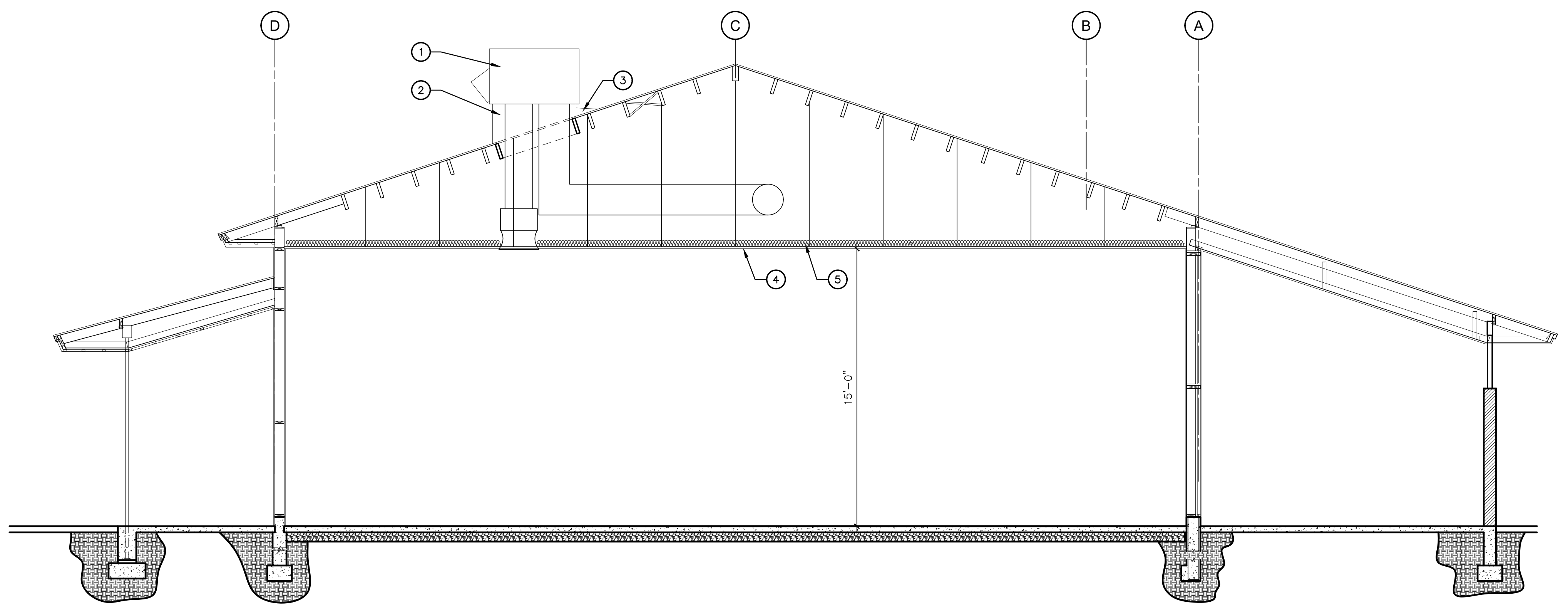
**D BUILDING G - IMPROVEMENTS**  
1/4" = 1'-0"



**C BUILDING G - IMPROVEMENTS**  
1/4" = 1'-0"



**1 TYPICAL RETAINING WALL**  
SCALE: 1/4" = 1'-0"



**E BUILDING F - IMPROVEMENTS**  
1/4" = 1'-0"

**BAKERSFIELD CITY SCHOOL DISTRICT**  
1300 BAKER STREET  
BAKERSFIELD, CA 93305

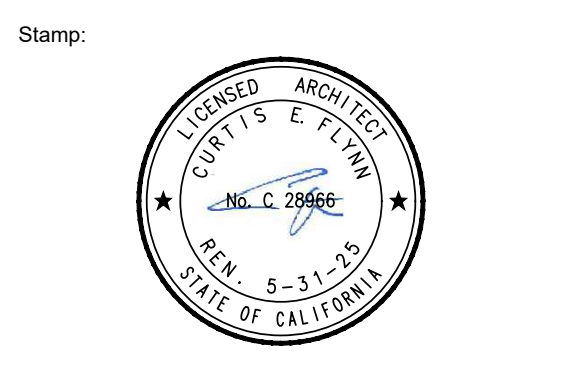
**HVAC REPLACEMENT**

**WASHINGTON MIDDLE SCHOOL**  
1101 NOBLE AVENUE  
BAKERSFIELD, CA 93305

**integrated designs**  
by SOMAM, Inc.

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**  
6011 N. FRESNO STREET, SUITE 130  
FRESNO CALIFORNIA 93710  
P: (559) 436-0881 F: (559) 436-0887  
E: design@somam.com  
integrateddesigns.com

This document, the ideas and designs incorporated herein, as an instrument of Professional Service is the property of Integrated Designs by SOMAM Inc. and is not to be used, in whole or in part for any other project without written authorization. © COPYRIGHT 2022



**SECTIONS IMPROVEMENTS**

Job No.: **5525**

Sheet No.: **A3.12**

### KEY NOTES #

1. INSTALL NEW LIGHT FIXTURES - SEE DETAIL 9/A8.01 FOR INSTALLATION AND ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION.
2. REINSTALL SALVAGED IONIZER - SEE DETAIL 15/A8.01 AND MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
3. INSTALL A NEW SUSPENDED ACCOUSTICAL TILE CEILING - SEE DETAIL 1/A8.01.
4. NO WORK IN THIS ROOM.
5. (NOT USED).
6. NEW SUPPLY AIR GRILL - SEE MECHANICAL FOR SIZE AND TYPE.
7. NEW RETURN AIR GRILL - SEE MECHANICAL FOR SIZE AND TYPE.
8. INSTALL (E) SALVAGED SPEAKER - SEE ELECTRICAL SHEET E2.12, E2.20, E2.21, AND E2.22.
9. INSTALL (N) CAMERAS - SEE ELECTRICAL SHEETS E2.12 AND E2.22.

### GENERAL NOTES

**BAKERSFIELD CITY SCHOOL DISTRICT**  
1300 BAKER STREET  
BAKERSFIELD, CA 93305

**HVAC REPLACEMENT**

**WASHINGTON MIDDLE SCHOOL**  
1101 NOBLE AVENUE  
BAKERSFIELD, CA 93305

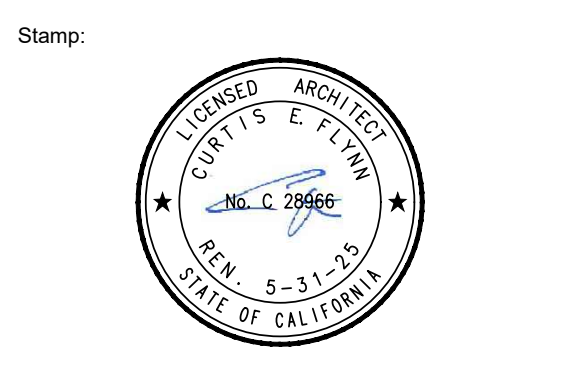
**integrated designs**  
by SOMAM, Inc.

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**  
6011 N. FRESNO STREET, SUITE 130  
FRESNO CALIFORNIA 93710  
P: (559) 436-0881 F: (559) 436-0887  
E: design@somam.com  
integrateddesigns.com

### LEGEND

- (IDF) IDF CABINET - SEE ELECTRICAL
- (N) 24" LIGHT FIXTURE
- (N) SUPPLY GRILL
- (N) RETURN GRILL
- (N) SUSPENDED CEILING
- (N) SECURITY CAMERA - SEE ELECTRICAL
- (E) SPEAKER TO BE RE-INSTALLED - SEE ELECTRICAL

Ownership of Documents  
This document, the ideas and designs incorporated herein, are the property of Integrated Design by SOMAM, Inc. and it is to be used in whole or in part for any other project without written authorization.  
© COPYRIGHT 2022



Sheet Title:  
**REFLECTED CEILING PLAN**

Job No.:  
**5525**

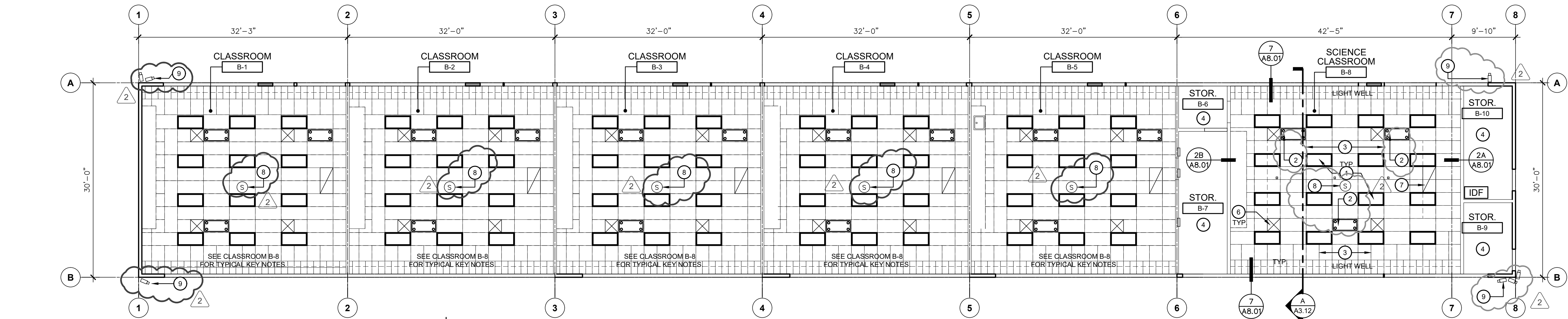
Sheet No.:  
**A6.20**

Release: ADDENDUM 3 11/28/22

### REFLECTED CEILING PLAN - BUILDING B - IMPROVEMENTS

HVAC REPLACEMENT

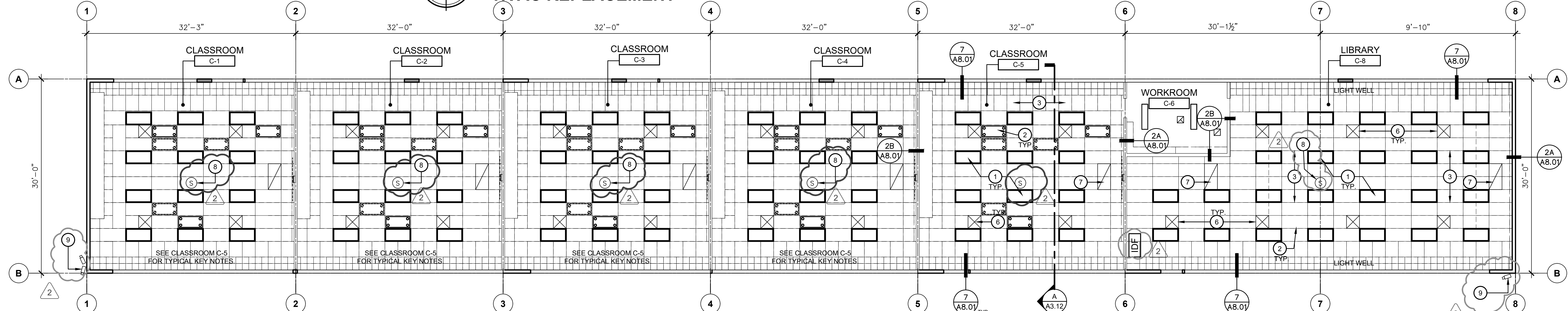
SCALE: 1/8" = 1'-0"



### REFLECTED CEILING PLAN - BUILDING C - IMPROVEMENTS

HVAC REPLACEMENT

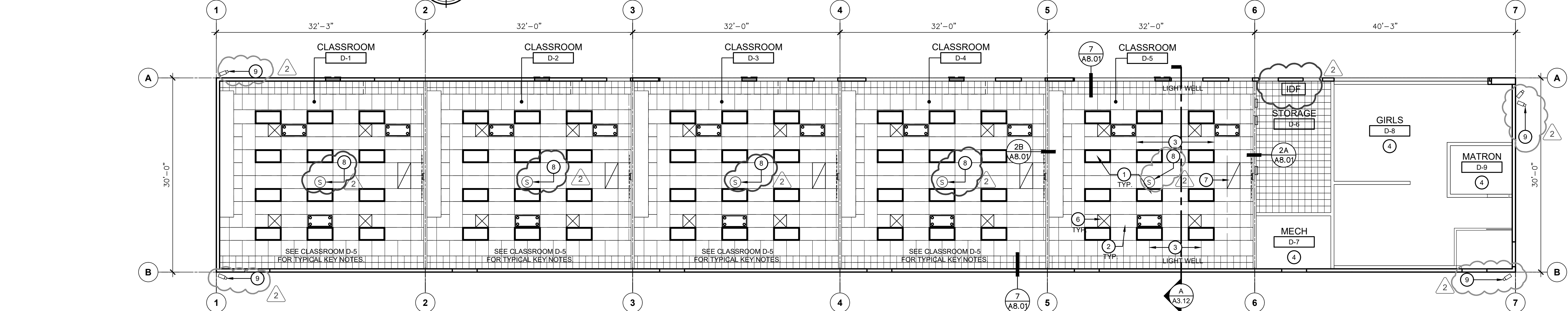
SCALE: 1/8" = 1'-0"



### REFLECTED CEILING PLAN - BUILDING D - IMPROVEMENTS

HVAC REPLACEMENT

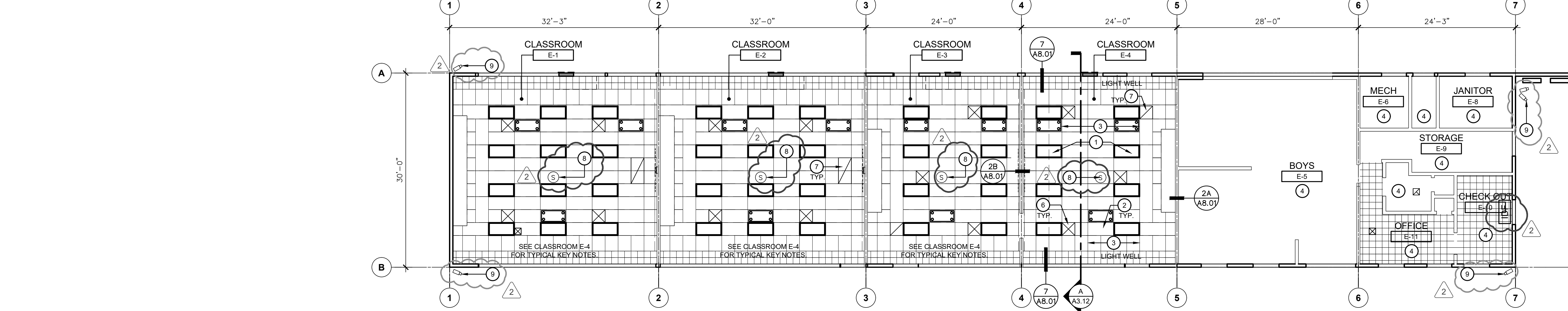
SCALE: 1/8" = 1'-0"



### REFLECTED CEILING PLAN - BUILDING E - IMPROVEMENTS

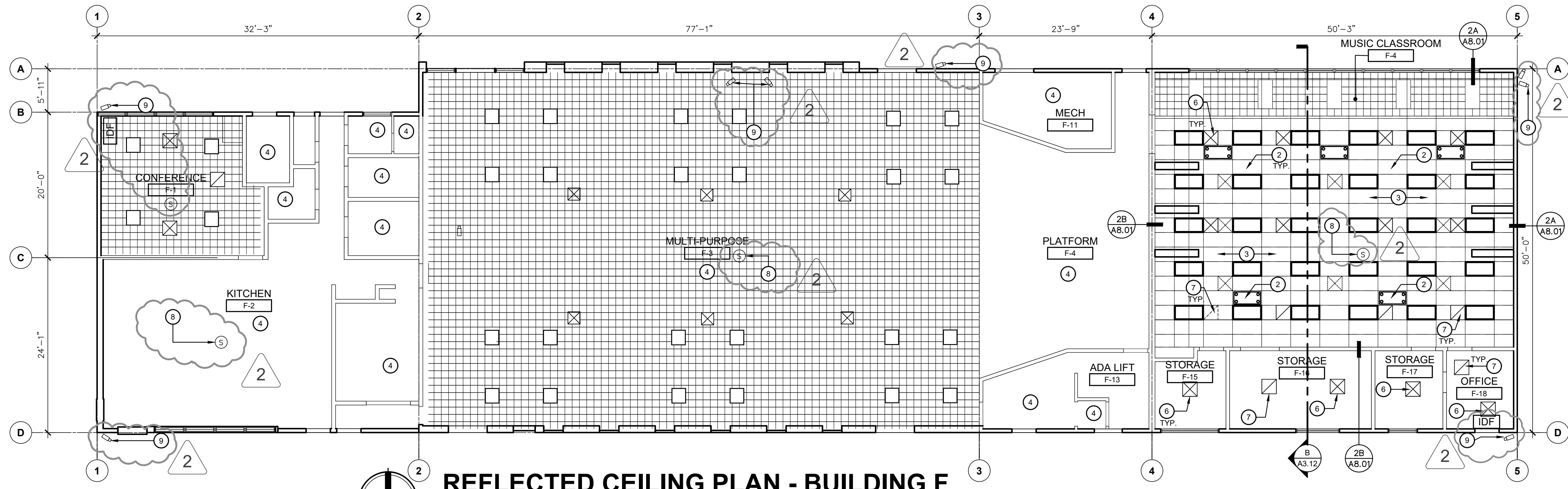
HVAC REPLACEMENT

SCALE: 1/8" = 1'-0"



1" = 50'-0"  
1" = 40'-0"  
1" = 30'-0"  
1" = 20'-0"  
1/8" = 1'-0"  
1/4" = 1'-0"

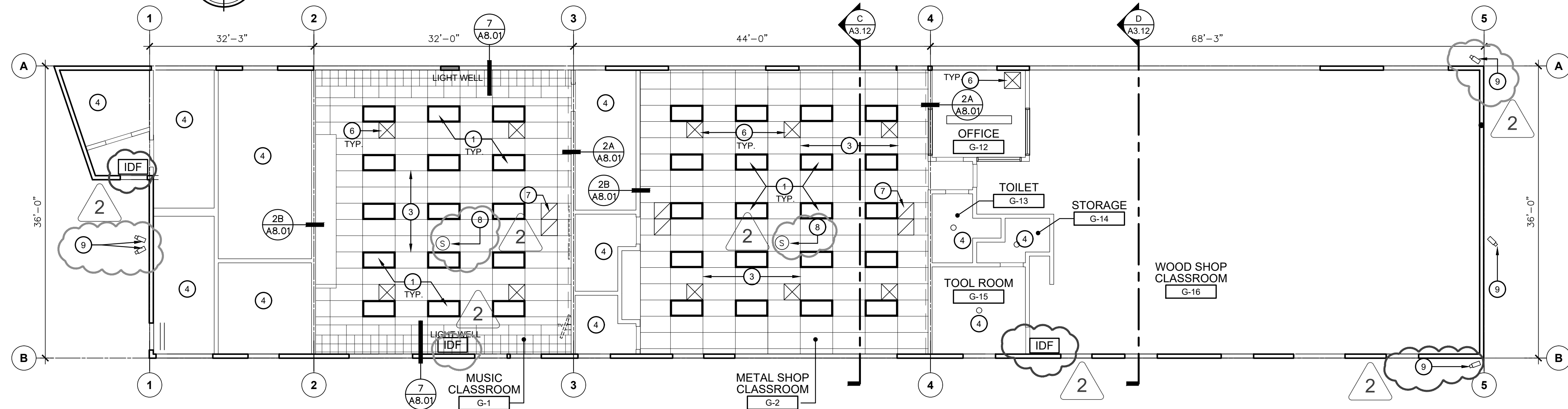
1" = 50'-0"  
 1" = 40'-0"  
 1" = 30'-0"  
 1" = 20'-0"  
 1" = 15'-0"  
 1" = 12'-0"  
 1" = 10'-0"  
 1" = 8'-0"  
 1" = 6'-0"  
 1" = 4'-0"



**REFLECTED CEILING PLAN - BUILDING F**

HVAC REPLACEMENT

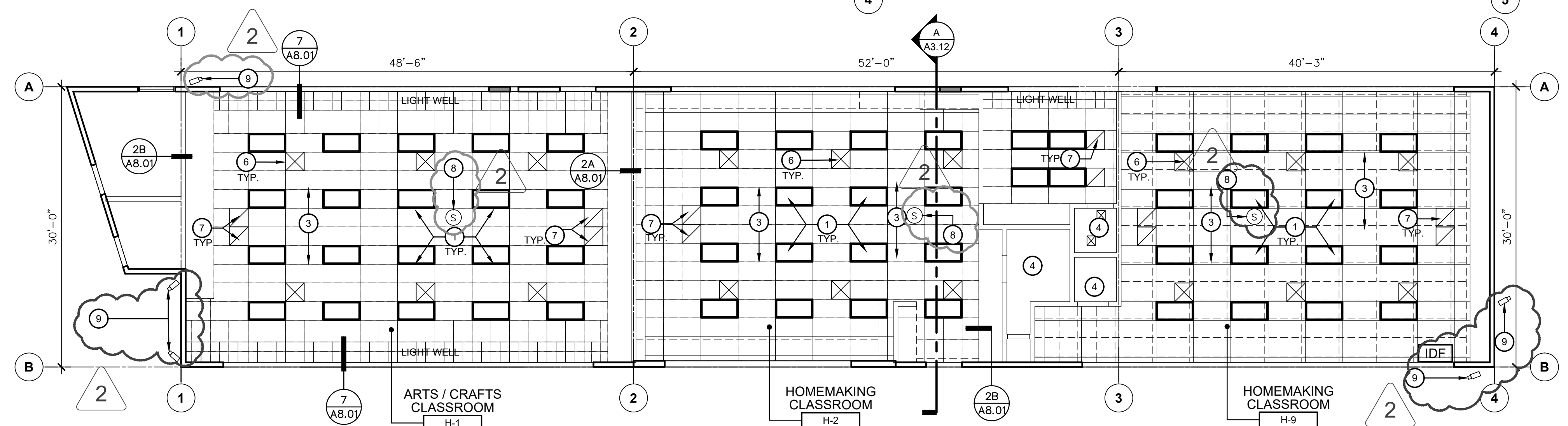
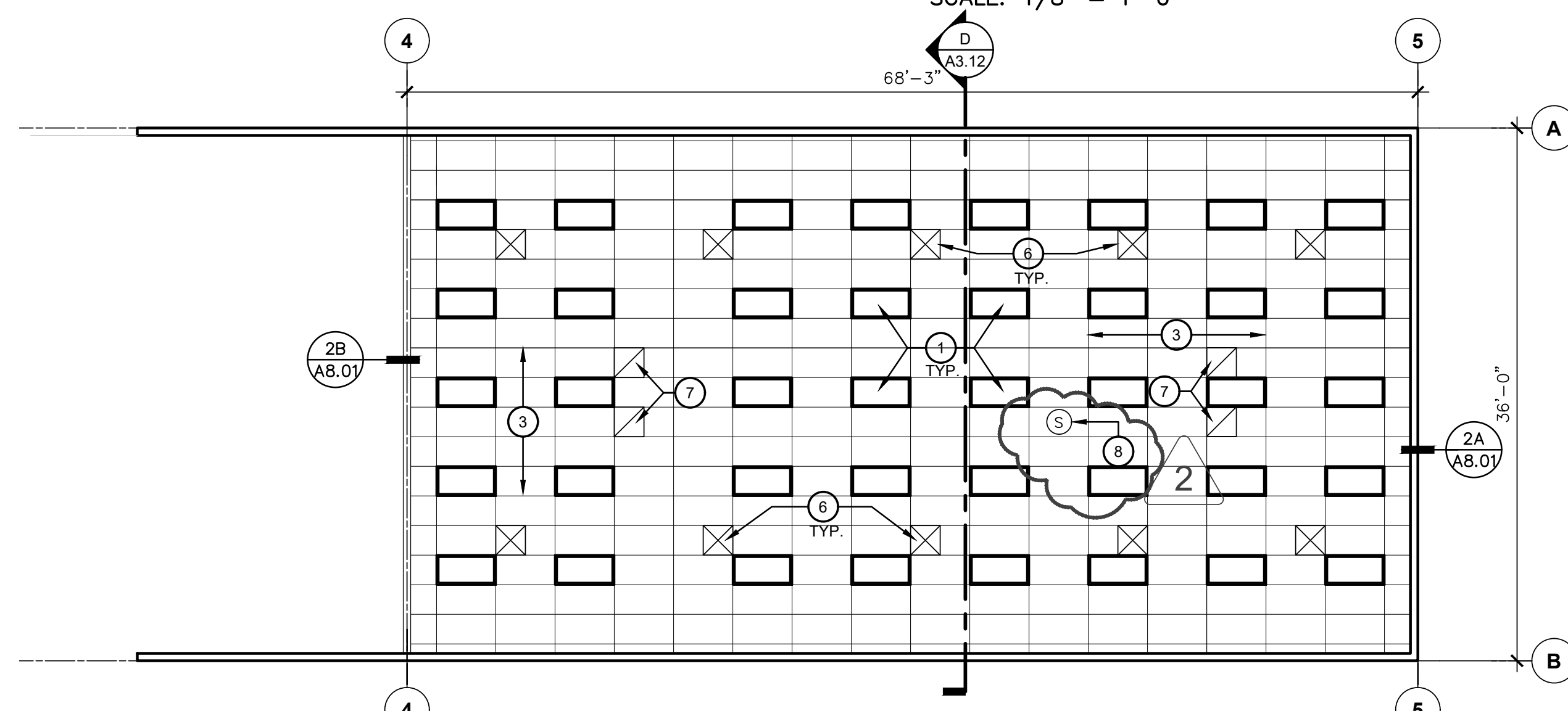
SCALE: 1/8" = 1'-0"



**REFLECTED CEILING PLAN - BUILDING G**

HVAC REPLACEMENT

SCALE: 1/8" = 1'-0"



**REFLECTED CEILING PLAN - BUILDING H**

HVAC REPLACEMENT

SCALE: 1/8" = 1'-0"

**KEY NOTES #**

1. INSTALL NEW LIGHT FIXTURES - SEE ELECTRICAL DRAWINGS FOR ADDITIONAL INFORMATION AND DETAIL 9/A8.01.
2. REINSTALL SALVAGED IONIZER - SEE MECHANICAL DRAWINGS FOR ADDITIONAL INFORMATION.
3. INSTALL A NEW SUSPENDED ACCOUSTICAL TILE CEILING - SEE DETAIL 1/A8.01.
4. NO WORK IN THIS ROOM.
5. (NOT USED.)
6. NEW SUPPLY AIR GRILL - SEE MECHANICAL FOR SIZE AND TYPE.
7. NEW RETURN AIR GRILL - SEE MECHANICAL FOR SIZE AND TYPE.
8. INSTALL (E) SALVAGED SPEAKER - SEE ELECTRICAL SHEET E2.12, E2.20, E2.21, AND E2.22.
9. INSTALL (N) CAMERAS - SEE ELECTRICAL SHEETS E2.12 AND E2.22.

2

**GENERAL NOTES**

Owner:  
  
**BAKERSFIELD CITY SCHOOL DISTRICT**  
 1300 BAKER STREET  
 BAKERSFIELD, CA 93305

Project Name:  
**HVAC REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
 1101 NOBLE AVENUE  
 BAKERSFIELD, CA 93305

**integrated designs**  
 by SOMAM, Inc.  
**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
 FRESNO CALIFORNIA 93710  
 P:(559) 436-0881 F:(559) 436-0887  
 E: design@somam.com  
 integrateddesigns.com

**LEGEND**

- (N) IDF CABINET - SEE ELECTRICAL
- (N) 2x4 LIGHT FIXTURE
- (N) SUPPLY GRILL
- (N) RETURN GRILL
- (N) SUSPENDED CEILING
- (N) SECURITY CAMERA - SEE ELECTRICAL
- (E) SPEAKER TO BE RE-INSTALLED - SEE ELECTRICAL

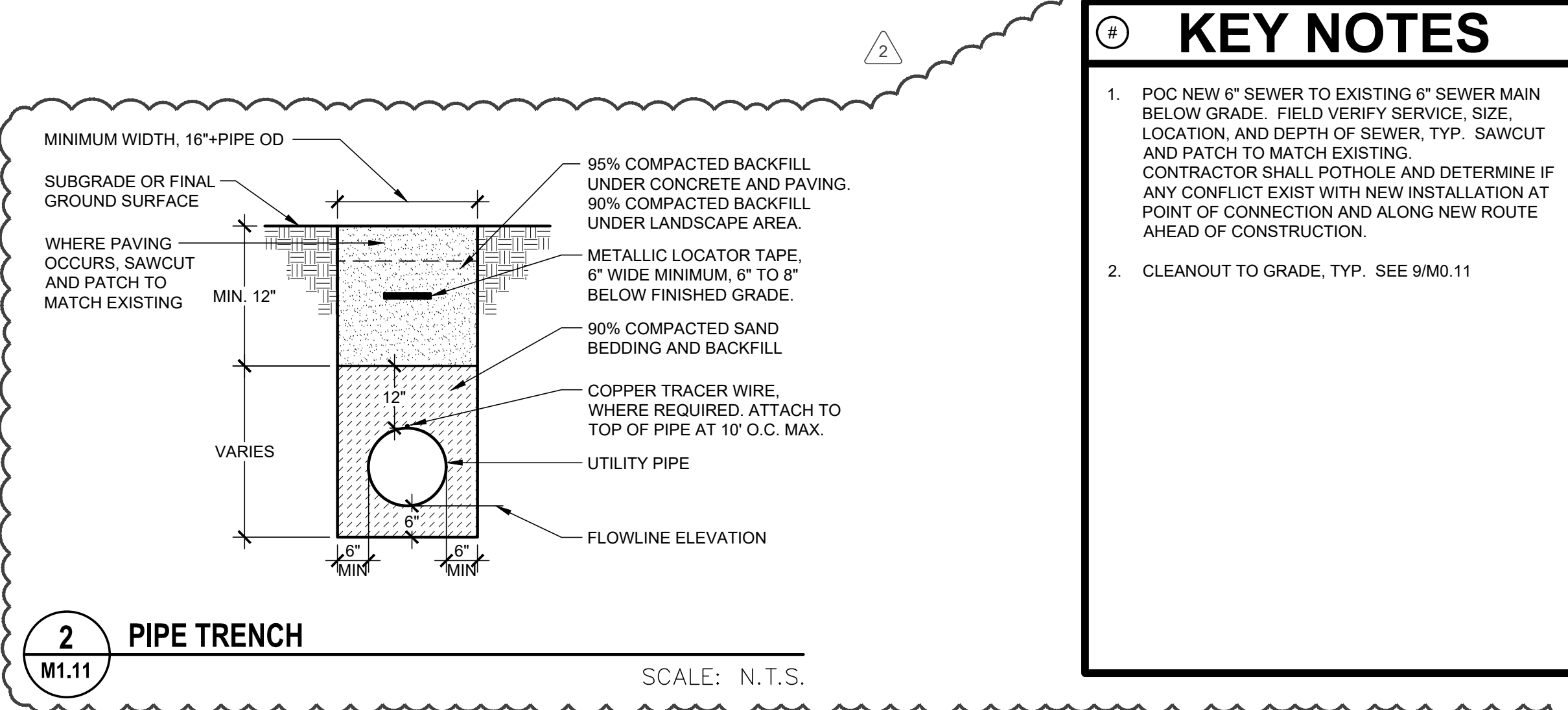
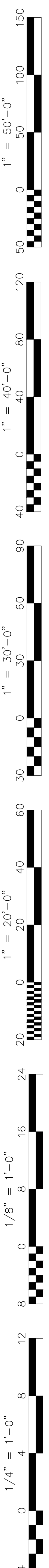
Stamp:

Sheet Title:  
**REFLECTED CEILING PLAN**

Job No.:  
**5525**

Sheet No.:  
**A6.21**

Release: ADDENDUM 3 11/28/22

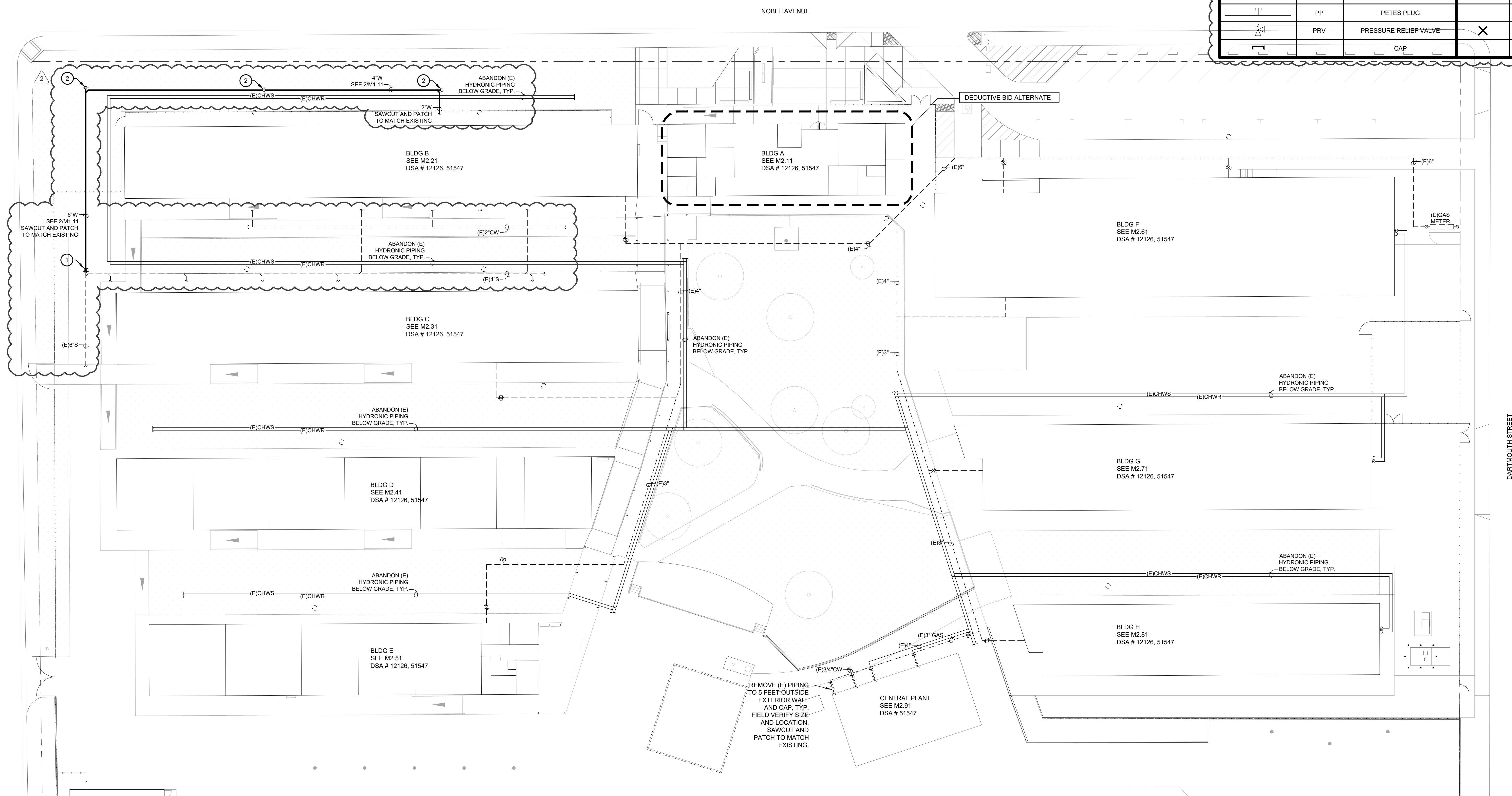


### KEY NOTES

- POC NEW 6" SEWER TO EXISTING 6" SEWER MAIN BELOW GRADE. FIELD VERIFY SERVICE, SIZE, LOCATION, AND DEPTH OF SEWER. TYP. SAWCUT AND PATCH TO MATCH EXISTING. CONTRACTOR SHALL POTHOLE AND DETERMINE IF ANY CONFLICT EXIST WITH NEW INSTALLATION AT POINT OF CONNECTION AND ALONG NEW ROUTE AHEAD OF CONSTRUCTION.
- CLEANOUT TO GRADE, TYP. SEE 9/M.11

### MECHANICAL LEGEND

SYMBOL	ABBR	DESCRIPTION	SYMBOL	DESCRIPTION	ABBR
---	S. W. D.	SOIL, WASTE OR DRAIN	AC	EQUIPMENT DESIGNATION	
---	V	VENT	AC-1	UNIT ABBREVIATION	AC-1
---	CW	DOMESTIC COLD WATER	10x10-3	GRILLE DESIGNATION	
---	HW	DOMESTIC HOT WATER	120	NECK SIZE & BLOW CFM	
---	HWR	DOMESTIC HOT WATER RETURN	☒	SUPPLY AIR	SA
---	GAS	GAS MAIN BY GAS UTILITY COMPANY	☒	RETURN AIR	RA
---	G	LOW PRESSURE NATURAL GAS	☒	EXHAUST AIR	EXH
---	RWL	RAIN WATER LEADER	☒	ACOUSTIC LINED DUCT	(L)
---	OL	OVERFLOW LEADER	☒	DUCT RISER	
---	CD	CONDENSATE DRAIN	☒	DUCT DROP	
---	D	DRAIN	☒	SQUARE TO ROUND FITTING	
---	IW	INDIRECT WASTE	FD	FIRE DAMPER	FD
---	FCO	FLOOR CLEANOUT	FSD	FIRE/SMOKE DAMPER	FSD
---	COTG	CLEANOUT TO GRADE	SD	DUCT SMOKE DETECTOR	SD
---	WCO	WALL CLEANOUT	VCD	VOLUME CONTROL DAMPER	VCD
---	VTR	VENT THROUGH ROOF	T	THERMOSTAT AT 48" MAXIMUM TO TOP OF BOX	T'STAT
---	GV OR SOV	GATE OR SHUT - OFF VALVE	CO2	CARBON DIOXIDE SENSOR	
---	BV	BALL VALVE	CHWR	CHILLED/HOT WATER RETURN	CHWR
---	CV	CHECK VALVE	CHWS	CHILLED/HOT WATER SUPPLY	CHWS
---	STR	STRAINER	RL	REFRIGERANT LIQUID	RL
---	UNION	UNION	RS	REFRIGERANT SUCTION	RS
---	ELBOW UP	ELBOW UP	AFB	ABOVE FINISH FLOOR	AFB
---	ELBOW DOWN	ELBOW DOWN	(E)	EXISTING	(E)
---	RED	REDUCER	DEM	(E) TO BE REMOVED	DEM
---	HB	HOSE BIBB	(N)	NEW	(N)
---	PP	PETES PLUG	OSA	OUTSIDE AIR	OSA
---	PRV	PRESSURE RELIEF VALVE	POC	POINT OF CONNECTION	POC
---	CAP	CAP	TYP	TYPICAL	TYP



## MECHANICAL SITE PLAN HVAC REPLACEMENT

SCALE: 1" = 20'

Owner:

**BAKERSFIELD CITY SCHOOL DISTRICT**  
1300 BAKER STREET  
BAKERSFIELD, CA 93305

Project Name:  
**HVAC REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
1101 NOBLE AVENUE  
BAKERSFIELD, CA 93305

**integrated designs**  
by SOMAM, Inc.

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
FRESNO CALIFORNIA 93710  
P:(559) 436-0881 F:(559) 436-0887  
E: design@somam.com  
integrateddesigns.com

Ownership of Documents:  
This document, the plans and design incorporated herein, as an instrument of Professional Service is the property of Integrated Design by SOMAM Inc. and is to be used in whole or in part for any other project without written authorization.  
© COPYRIGHT 2022

Stamp:

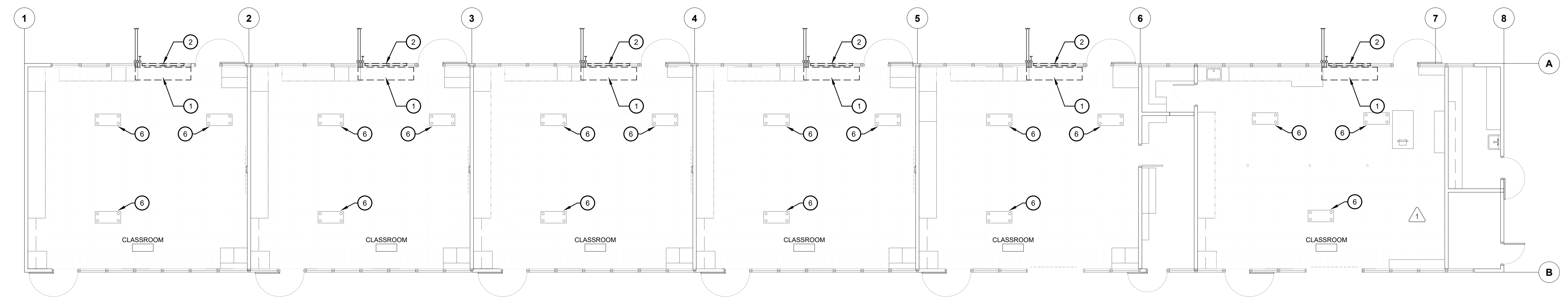
## MECHANICAL SITE PLAN

Job No.: **5525**

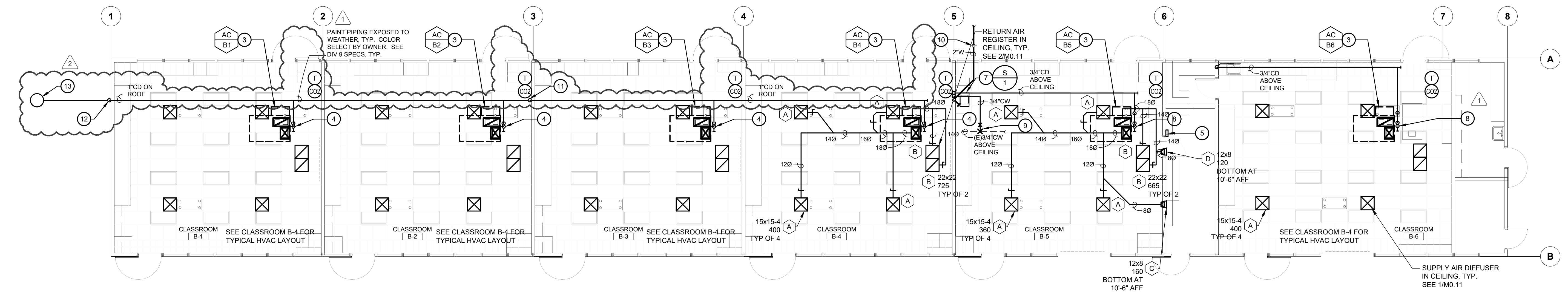
Sheet No.: **M1.11**

Revision: ADDENDUM 3 11/28/22

1" = 50'-0"  
 1" = 40'-0"  
 1" = 30'-0"  
 1" = 20'-0"  
 1" = 15'-0"  
 1" = 10'-0"  
 1" = 8'-0"  
 1" = 6'-0"  
 1" = 4'-0"  
 1" = 3'-0"  
 1" = 2'-0"  
 1" = 1'-0"

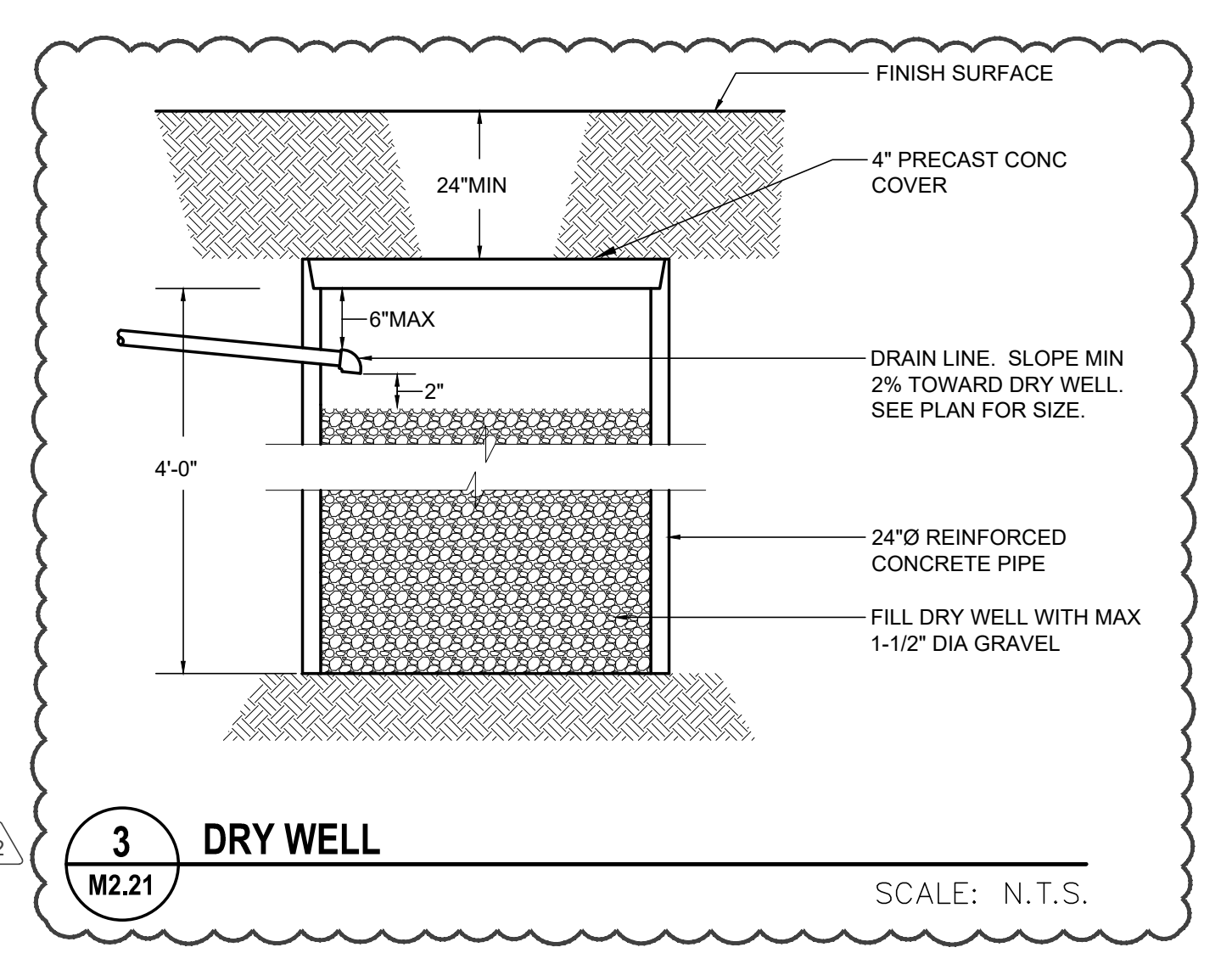


**MECHANICAL PLAN - BLDG B - DEMO**  
**HVAC REPLACEMENT**  
 SCALE: 1/8" = 1'



**MECHANICAL PLAN - BLDG B - IMPROVEMENTS**  
**HVAC REPLACEMENT**  
 SCALE: 1/8" = 1'

PLUMBING FIXTURE & EQUIPMENT SCHEDULE						
MARK	FIXTURE	CONNECTIONS				DESCRIPTION
		CW	HW	W	V	
(S 1)	CLASSROOM SINK ADA	1/2"	-	2"	1-1/2"	ELKAY PSDKAD251755-2LM, SINGLE COMPARTMENT 20 GAUGE STAINLESS STEEL, 16"x13-1/2"x5-3/8" DEEP BOWL SIZE, SINK STRAINER, HAWS 5510LF, 0.5 GPM GOOSENECK FAUCET WITH VANDAL-PROOF AERATOR AND LEVER HANDLE AT CENTER LEFT LEDGE, 5054LF DRINKING BUBBLER WITH LEVER HANDLE AT RIGHT FRONT, AQUAFURE AP717 WATER FILTER.



- KEY NOTES**
- REMOVE EXISTING UNIT VENTILATOR AND ALL RELATED COMPONENTS, ETC. TYP. SALVAGE EMS CONTROLLERS AND/OR DEVICES AND DELIVER TO OWNER. REMOVE (E) PIPING TO 5 FEET OUTSIDE EXTERIOR WALL AND CAP. TYP.
  - REMOVE EXISTING OSA LOUVER AND DUCT THRU WALL. REMOVE EXISTING PIPING AND CAP BELOW GRADE. TYP.
  - AC UNIT ON ROOF WITH 18x14(L) SA PLENUM AND 26x12(L) RA PLENUM DROP THRU ROOF. BETWEEN EXISTING STRUCTURAL MEMBERS. PROVIDE TRANSITIONS AS NEEDED. FIELD VERIFY EXACT LOCATION. SEE 3/M0.11
  - CONNECT 3/4" CD TO AC UNIT ON ROOF WITH TRAP PER 6/M0.11 AND DISCHARGE TO DRYWELL.
  - HVAC WIRELESS GATEWAY. COORDINATE EXACT LOCATION WITH OWNER. PROVIDE 120/1 WALL OUTLET AND ETHERNET CONNECTION.
  - EXISTING T-BAR CEILING TO BE REMOVED AND REPLACED. SEE ARCH PLANS. DISCONNECT AND REMOVE ALL EXISTING CEILING IONIZERS. CLEAN IONIZERS AND RE-INSTALL IN NEW CEILING AS CLOSE AS POSSIBLE TO EXISTING LOCATION. TYP.
  - 3/4"CW, 2"W WITH WCO, 1-1/2"V TO SINK. TERMINATE VENT THRU ROOF.
  - CONNECT 3/4" CD TO AC UNIT ON ROOF WITH TRAP PER 6/M0.11 AND DROP DOWN THRU ROOF AND DISCHARGE TO TAILPIECE OF SINK. TYP. PATCH OPENINGS TO MATCH EXISTING.
  - POC NEW 3/4"CW TO EXISTING 3/4" WATER MAIN ABOVE CEILING WITH SHUTOFF VALVE. FIELD VERIFY SERICE, SIZE, AND LOCATION.
  - CLEANOUT TO GRADE. TYP. SEE 6/M0.11
  - 1"CD DROP DOWN ALONG EXTERIOR WALL TO LOWER ROOF.
  - 1"CD DROP DOWN ALONG EXTERIOR WALL TO BELOW GRADE. SAWCUT AND PATCH TO MATCH EXISTING.
  - DRY WELL. SEE 3/M2.21

Owner:  
  
**BAKERSFIELD CITY SCHOOL DISTRICT**  
 1300 BAKER STREET  
 BAKERSFIELD, CA 93305

Project Name:  
**HVAC REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
 1101 NOBLE AVENUE  
 BAKERSFIELD, CA 93305

**integrated designs**  
 by SOMAM, Inc.

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
 FRESNO CALIFORNIA 93710  
 P:(559) 436-0881 F:(559) 436-0887  
 E: design@somam.com  
 integrateddesigns.com

**MECHANICAL LEGEND**

SYMBOL	ABBR	DESCRIPTION	SYMBOL	DESCRIPTION	ABBR
---	S. W. D.	SOIL, WASTE OR DRAIN	AC 1	EQUIPMENT DESIGNATION UNIT ABBREVIATION NUMBER	AC-1
---	V	VENT	A 10x10-3-120	GRILLE DESIGNATION NECK SIZE & BLOW CFM	
---	CW	DOMESTIC COLD WATER	SA	SUPPLY AIR	SA
---	HW	DOMESTIC HOT WATER	RA	RETURN AIR	RA
---	HWR	DOMESTIC HOT WATER RETURN	EXH	EXHAUST AIR	EXH
---	GAS	GAS MAIN BY GAS UTILITY COMPANY	(L)	ACOUSTIC LINED DUCT	(L)
---	G	LOW PRESSURE NATURAL GAS	DR	DUCT RISER	
---	RWL	RAIN WATER LEADER	DD	DUCT DROP	
---	OL	OVERFLOW LEADER	DR	SQUARE TO ROUND FITTING	
---	CD	CONDENSATE DRAIN	FD	FIRE DAMPER	FD
---	D	DRAIN	FSD	FIRE/SMOKE DAMPER	FSD
---	IW	INDIRECT WASTE	SD	DUCT SMOKE DETECTOR	SD
---	FCO	FLOOR CLEANOUT	VCD	VOLUME CONTROL DAMPER	VCD
---	COTG	CLEANOUT TO GRADE	T	THERMOSTAT AT 48" MAXIMUM TO TOP OF BOX	TSTAT
---	WCO	WALL CLEANOUT	CO2	CARBON DIOXIDE SENSOR	
---	VTR	VENT THROUGH ROOF	CHWR	CHILLED/HOT WATER RETURN	CHWR
---	GV OR SOV	GATE OR SHUT - OFF VALVE	CHWS	CHILLED/HOT WATER SUPPLY	CHWS
---	BV	BALL VALVE	RL	REFRIGERANT LIQUID	RL
---	CV	CHECK VALVE	RS	REFRIGERANT SUCTION	RS
---	STR	STRAINER		ELBOW UP	AFF
---	UNION	UNION		ELBOW DOWN	(E)
---				REDUCER	DEMO
---	RED	REDUCER	///	(E) TO BE REMOVED	
---	HB	HOSE BIBB		NEW	(N)
---	PP	PETES PLUG		OUTSIDE AIR	OSA
---	PRV	PRESSURE RELIEF VALVE	X	POINT OF CONNECTION	POC
---				TYPICAL	TYP
---				CAP	

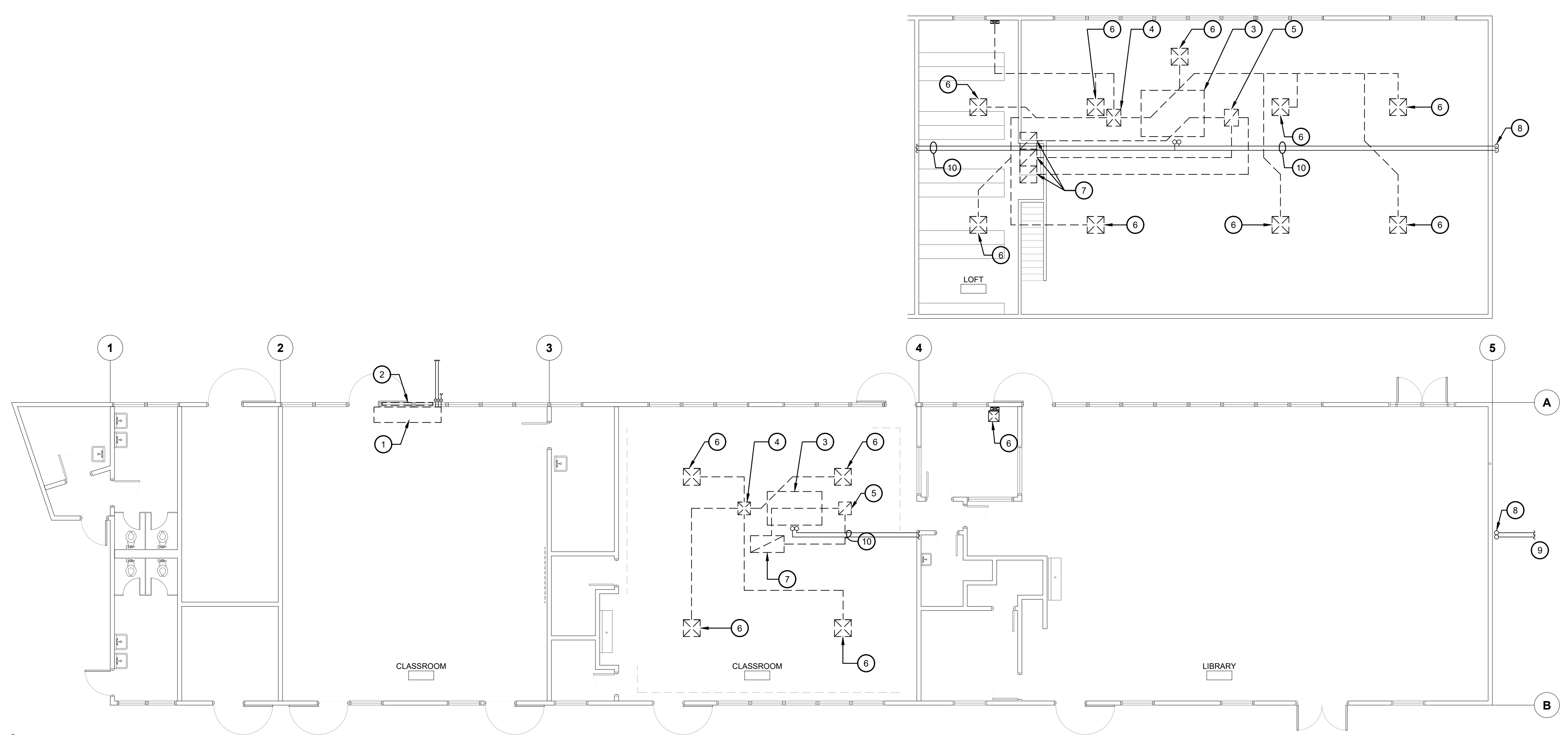
Stamp:  
  
**MECHANICAL PLAN - BLDG B**

Job No.: **5525**

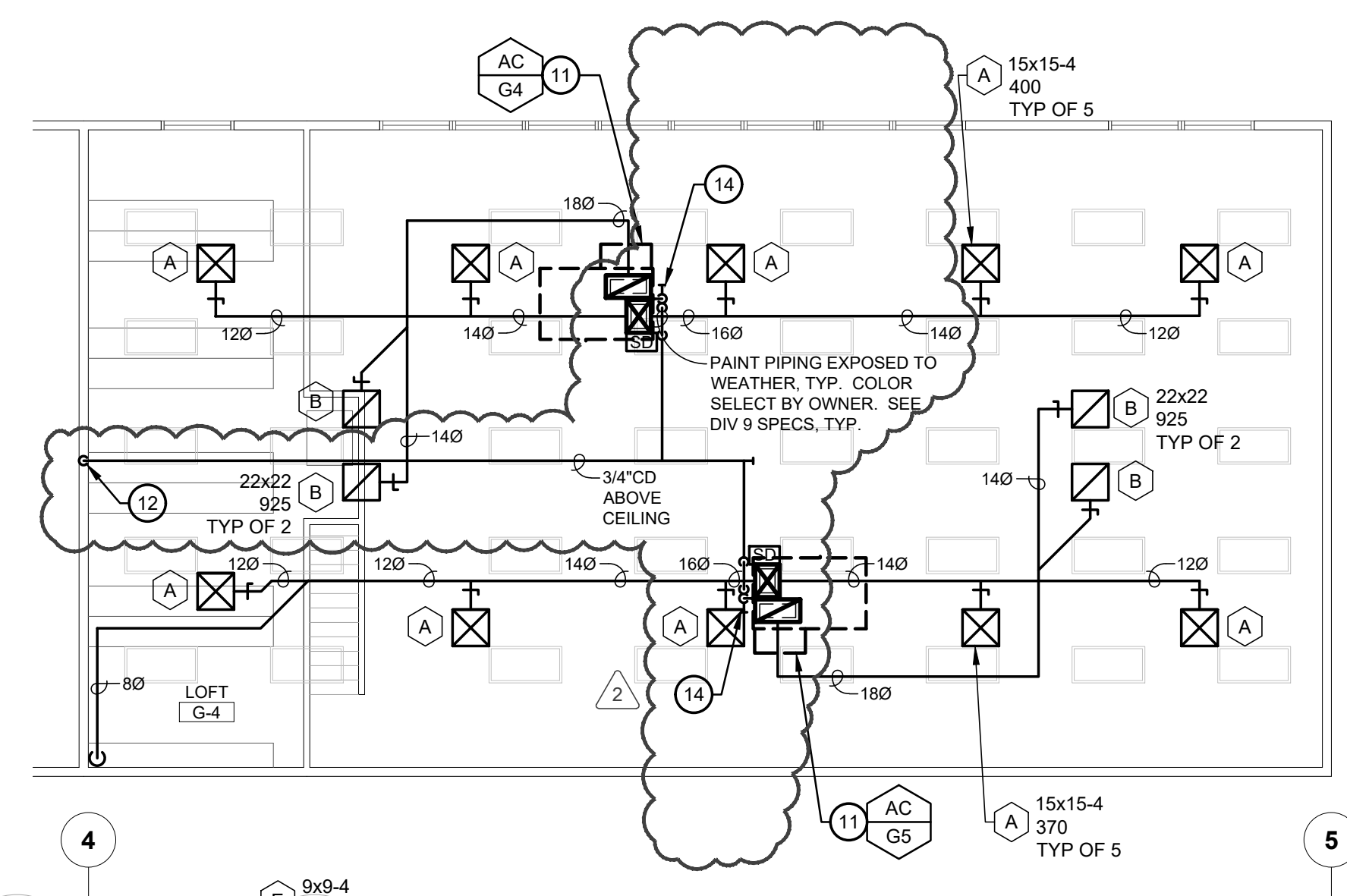
Sheet No.: **M2.21**

Release: **ADDENDUM 3** 11/28/22





**MECHANICAL PLAN - BLDG G - DEMO**  
**HVAC REPLACEMENT**  
 SCALE: 1/8" = 1'



**MECHANICAL PLAN - BLDG G - IMPROVEMENTS**  
**HVAC REPLACEMENT**  
 SCALE: 1/8" = 1'

**KEY NOTES**

1. REMOVE EXISTING UNIT VENTILATOR AND ALL RELATED COMPONENTS, ETC. TYP. SALVAGE EMS CONTROLLERS AND/OR DEVICES AND DELIVER TO OWNER. REMOVE EXISTING PIPING TO 5 FEET OUTSIDE EXTERIOR WALL AND CAP, TYP.
2. REMOVE EXISTING OSA LOUVER AND DUCT THRU WALL. REMOVE EXISTING PIPING AND CAP BELOW GRADE, TYP.
3. REMOVE EXISTING AIR HANDLING UNIT ON ROOF AND ALL RELATED COMPONENTS, DUCTWORK, PIPING, ETC. TYP. SALVAGE EMS CONTROLLERS AND/OR DEVICES AND DELIVER TO OWNER. PATCH OPENINGS TO MATCH EXISTING.
4. REMOVE EXISTING SUPPLY DUCT THRU ROOF. FIELD VERIFY LOCATION. PATCH OPENING TO MATCH EXISTING.
5. REMOVE EXISTING RETURN DUCT THRU ROOF. FIELD VERIFY LOCATION. PATCH OPENING TO MATCH EXISTING.
6. REMOVE EXISTING SUPPLY AIR GRILLE AND DUCTWORK. FIELD VERIFY LOCATION.
7. REMOVE EXISTING RETURN AIR GRILLE AND DUCTWORK. FIELD VERIFY LOCATION.
8. REMOVE EXISTING HYDRONIC PIPING RISER, TYP. FIELD VERIFY LOCATION. PATCH OPENINGS TO MATCH EXISTING.
9. REMOVE EXISTING HYDRONIC PIPING BELOW GRADE TO 5 FEET OUTSIDE EXTERIOR WALL AND CAP, TYP. SAWCUT AND PATCH OPENINGS TO MATCH EXISTING.
10. REMOVE EXISTING HYDRONIC ABOVE CEILING, TYP. FIELD VERIFY LOCATION.
11. AC UNIT ON ROOF WITH 18x14(L) SA PLENUM AND 26x12(L) RA PLENUM DROP THRU ROOF. BETWEEN STRUCTURAL MEMBERS. PROVIDE TRANSITIONS AS NEEDED. FIELD VERIFY EXACT LOCATION. SEE 3/M0.11
12. 3/4" CD DOWN IN WALL AND DISCHARGE TO TAILPIECE OF SINK/LAV, TYP. PATCH, AND PAINT OPENINGS TO MATCH EXISTING.
13. HVAC WIRELESS REPEATER. COORDINATE EXACT LOCATION WITH OWNER. PROVIDE 120/1 WALL OUTLET.
14. CONNECT 3/4" CD TO AC UNIT ON ROOF WITH TRAP PER 6/M0.11, DROP DOWN THRU ROOF AND DISCHARGE TO TAILPIECE OF SINK/LAV, TYP. PATCH OPENINGS TO MATCH EXISTING.

**MECHANICAL LEGEND**

SYMBOL	ABBR	DESCRIPTION	SYMBOL	DESCRIPTION	ABBR
---	S. W. D.	SOIL, WASTE OR DRAIN	AC	EQUIPMENT DESIGNATION	
---	V	VENT	UNIT ABBREVIATION		AC-1
---	CW	DOMESTIC COLD WATER	---	GRILLE DESIGNATION	
---	HW	DOMESTIC HOT WATER	10x10-3	NECK SIZE & BLOW	
---	HWR	DOMESTIC HOT WATER RETURN	---	CFM	
---	GAS	GAS MAIN BY GAS UTILITY COMPANY	SA	SUPPLY AIR	SA
---	G	LOW PRESSURE NATURAL GAS	RA	RETURN AIR	RA
---	RWL	RAIN WATER LEADER	EXH	EXHAUST AIR	EXH
---	OL	OVERFLOW LEADER	(L)	ACOUSTIC LINED DUCT	(L)
---	CD	CONDENSATE DRAIN	---	DUCT RISER	
---	D	DRAIN	---	DUCT DROP	
---	IW	INDIRECT WASTE	---	SQUARE TO ROUND FITTING	
---	FCO	FLOOR CLEANOUT	FD	FIRE DAMPER	FD
---	COTG	CLEANOUT TO GRADE	FSD	FIRE/SMOKE DAMPER	FSD
---	WCO	WALL CLEANOUT	SD	DUCT SMOKE DETECTOR	SD
---	VTR	VENT THROUGH ROOF	VCD	VOLUME CONTROL DAMPER	VCD
---	GV OR SOV	GATE OR SHUT - OFF VALVE	T	THERMOSTAT AT 48" MAXIMUM TO TOP OF BOX	T/STAT
---	BV	BALL VALVE	CO2	CARBON DIOXIDE SENSOR	
---	CV	CHECK VALVE	CHWR	CHILLED/HOT WATER RETURN	CHWR
---	STR	STRAINER	CHWS	CHILLED/HOT WATER SUPPLY	CHWS
---	UNION	UNION	RL	REFRIGERANT LIQUID	RL
---	---	---	RS	REFRIGERANT SUCTION	RS
---	---	---	AFF	ABOVE FINISH FLOOR	AFF
---	---	---	(E)	EXISTING	(E)
---	RED	REDUCER	///	(E) TO BE REMOVED	DEMO
---	HB	HOSE BIBB	---	NEW	(N)
---	PP	PETES PLUG	---	OUTSIDE AIR	OSA
---	PRV	PRESSURE RELIEF VALVE	X	POINT OF CONNECTION	POC
---	---	---	---	TYPICAL	TYP

Owner:

**BAKERSFIELD CITY SCHOOL DISTRICT**  
 1300 BAKER STREET  
 BAKERSFIELD, CA 93305

Project Name:  
**HVAC REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
 1101 NOBLE AVENUE  
 BAKERSFIELD, CA 93305

**integrated designs**  
 by SOMAM, Inc.

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
 FRESNO CALIFORNIA 93710  
 P:(559) 436-0881 F:(559) 436-0887  
 E: design@somam.com  
 integrateddesigns.com

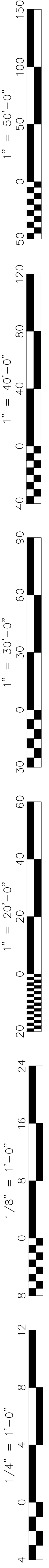
Professional Engineer Seal: 32712, State of California, Mechanical Engineering

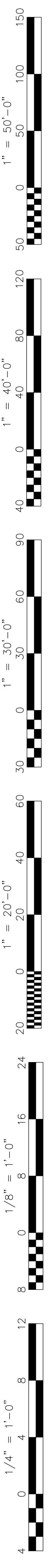
Sheet Title:  
**MECHANICAL PLAN - BLDG G**

Job No.:  
**5525**

Sheet No.:  
**M2.71**

Revision: ADDENDUM 3 11/28/22





FIXTURE SCHEDULE									
FIXTURE SYMBOL (3-A-43); 3 = CIRCUIT NUMBER, A = FIXTURE TYPE, 43 = FIXTURE WATTAGE									
TYPE	WATTS	LAMPS	VOLT	MANUFACTURER	CATALOG NO.	MOUNT	NOTES	WEIGHT	
A	43	L.E.D.	120-277V	LITHONIA	EPAN-24-6000LPH-E-30CR-30C-MINI-EZT-TY01	T-BAR	PER #1/E5.00	15 LBS	
AE	43	L.E.D.		LITHONIA	EPAN-24-6000LPH-E-30CR-30C-MINI-EZT-TY01	T-BAR	PER #1/E5.00 (1)	15 LBS	
B	39	L.E.D.		LITHONIA	BLWP4-48HE-ADD-ETI-LP840-NICO	SURFACE	PER #2/E5.00	10 LBS	
BE	39	L.E.D.		LITHONIA	BLWP4-48HE-ADD-ETI-LP840-NICO-EIOWLCP	SURFACE	PER #2/E5.00 (1)	10 LBS	
CE	39	L.E.D.		LITHONIA	BLWP4-48HE-ADD-ETI-LP840-NICO-EIOWLCP	WALL	(1), (3)	10 LBS	
X	2	L.E.D.	120-277V	LITHONIA	LHQH-LED-RHO	SURFACE	SINGLE FACE EXIT SIGN/VEH LIGHTS WITH EMERGENCY BATTERY PACK	(2)	5 LBS

- FIXTURE SCHEDULE NOTES:**
- LIGHT FIXTURE SHALL BE EQUIPPED WITH AN EMERGENCY BATTERY PACK TO OPERATE THE L.E.D. DRIVER AT 10 WATTS OF CONSTANT POWER IN THE EMERGENCY MODE FOR A MINIMUM OF 90 MINUTES. PULL UNSWITCHED CIRCUIT TO EMERGENCY BATTERY PACK. REFER TO LIGHTING PLANS FOR EXACT LOCATIONS AND DETAIL PER #3/E5.00 FOR WIRING REQUIREMENTS.
  - LIGHT FIXTURE SHALL BE EQUIPPED WITH AN EMERGENCY BATTERY PACK TO OPERATE THE EMERGENCY LIGHTS IN THE EMERGENCY MODE FOR A MINIMUM OF 90 MINUTES. PULL UNSWITCHED CIRCUIT TO EMERGENCY BATTERY PACK. REFER TO LIGHTING PLANS FOR EXACT LOCATIONS AND DETAIL PER #3/E5.00 FOR WIRING REQUIREMENTS.
  - SEE LIGHTING PLANS FOR MOUNTING HEIGHTS.

ELECTRICAL SYMBOLS	
ALL DIMENSIONS TO CENTER OF BOX, U.O.N.	
3-	CIRCUIT NUMBER (3-A-43)
-A-	FIXTURE TYPE (3-A-43)
43	FIXTURE WATTAGE (3-A-43)
→	HOME RUN 3/4" C - MIN. PANEL A, CIRCUIT #3
→	CONDUIT RUN IN WALL OR ATTIC (1/2" C - 2 #12 AWG THWN + 1 #12 GND)
→	CONDUIT RUN IN FLOOR OR UG (1/2" C - 2 #12 AWG THWN + 1 #12 GND)
→	ANY CONDUIT RUN - 1/2" C - 3 #12 AWG THWN + 1 #12 GND
→	1 - 3/4" C - 4 #12 AWG THWN + 1 #12 GND
→	1 - 3/4" C - 5 #12 AWG THWN + 1 #12 GND
→	1 - 1" C - 6 #12 AWG THWN + 1 #12 GND
→	CONDUIT STUB - CAPPED AND LABELED
○	ELECTRICAL KEYNOTE #1, REFER TO NOTES ON SAME SHEET.
U.O.N.	UNLESS OTHERWISE NOTED
W.P.	WEATHERPROOF
☐	TERMINAL CABINET (SIZE AS SHOWN)
☐	ELECTRICAL PANEL BOARD
⊕	SINGLE 20A RECEPTACLE IN WALL (45" MIN. TO BOTTOM OF BOX)
⊕	DUPLEX RECEPTACLE IN WALL (45" MIN. TO BOTTOM OF BOX)
⊕	G.F.C.I. DUPLEX RECEPTACLE MOUNTED ON ROOF
⊕	QUADRUPEX RECEPTACLE IN WALL (45" MIN. TO BOTTOM OF BOX)
⊕	G.F.C.I. DUPLEX RECEPTACLE IN WALL (45" MIN. TO BOTTOM OF BOX)
⊕	SURGE PROTECTED DUPLEX RECEPTACLE IN WALL (45" MIN. TO BOTTOM OF BOX)
⊕	SURGE PROTECTED QUADRUPEX RECEPTACLE IN WALL (45" MIN. TO BOTTOM OF BOX)
⊕	EXT LIGHT, WALL MOUNTED
⊕	EXT LIGHT, CEILING MOUNTED
⊕	WALL MOUNTED LIGHT FIXTURE (MOUNT AS SHOWN)
⊕	LIGHT FIXTURE
⊕	NETWORK CABLE - CATEGORY 5e CABLE, LENGTH AS REQUIRED
⊕	LIGHT FIXTURE WITH LIGHT EMBEDDED CONTROLS
⊕	LIGHT FIXTURE EQUIPPED WITH EMERGENCY BATTERY PACK
⊕	THEATRICAL LIGHT
⊕	LIGHT SWITCH (4'-0" MAX. TO TOP OF BOX, U.O.N.)
⊕	ON/OFF SWITCH WITH RAISE/LOWER DIMMING CONTROL (4'-0" MAX. TO TOP OF BOX, U.O.N.)
⊕	360° OCCUPANCY SENSOR (DUAL TECHNOLOGY), CEILING MOUNTED
⊕	OCCUPANCY SENSOR WALL SWITCH, LOW VOLTAGE (4'-0" MAX. TO TOP OF BOX, U.O.N.)
⊕	ON/OFF SWITCH (4'-0" MAX. TO TOP OF BOX, U.O.N.)
⊕	ON/OFF DIGITAL KEYSWITCH (4'-0" MAX. TO TOP OF BOX, U.O.N.)
⊕	JUNCTION BOX EQUIPPED WITH BLANK COVER
⊕	JUNCTION BOX EQUIPPED WITH BLANK COVER AND FLEX CONNECTION
⊕	COMBINATION HEAVY-DUTY FUSED SAFETY SWITCH/MAGNETIC STARTER
⊕	MOTOR
⊕	HEAVY-DUTY FUSED SAFETY SWITCH
⊕	SMOKE DETECTOR MOUNTED ON CEILING
⊕	HEAT DETECTOR, MOUNTED ON ROOF
⊕	HEAT DETECTOR, MOUNTED IN ATTIC
⊕	ADDRESSABLE MONITOR MODULE
⊕	ADDRESSABLE DUAL MONITOR MODULE
⊕	CONTROL RELAY
⊕	DUCT DETECTOR
V 15	FIRE ALARM VISUAL STROBE/5 CANDELA (WALL MOUNTED)
V 30	FIRE ALARM VISUAL STROBE/30 CANDELA (WALL MOUNTED)
V 75	FIRE ALARM VISUAL STROBE/75 CANDELA (WALL MOUNTED)
SV 30	FIRE ALARM SPEAKER/30 CANDELA VISUAL STROBE (WALL MOUNTED)
SV 75	FIRE ALARM SPEAKER/75 CANDELA VISUAL STROBE (WALL MOUNTED)
SP	FIRE ALARM EXTERIOR SPEAKER IN WALL
WF	WATERFLOW SWITCH AT FIRE SPRINKLER RISER
TS	TAMPER SWITCH AT FIRE DEPT. CONNECTION F.D.C.
E	ELECTRIC BELL (FOR FIRE SPRINKLER RISER)
R	SUBSCRIPT DENOTES EXISTING SHALL REMAIN
ER	SUBSCRIPT DENOTES EXISTING SHALL BE REMOVED
ER	DENOTES EXISTING BRANCH CIRCUITING/HOMERUN TO BE REMOVED

### SEISMIC ANCHORAGE REQUIREMENTS

**MECHANICAL, ELECTRICAL, AND PLUMBING ANCHORAGE NOTE**

ALL MECHANICAL, PLUMBING AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2019 CBC SECTIONS 167A.1.18 THROUGH 167A.1.26 AND ASCE 7-16 CHAPTERS 13, 26 AND 30.

- ALL PERMANENT EQUIPMENT AND COMPONENTS.
- TEMPORARY, MOVABLE OR MOBILE EQUIPMENT THAT IS PERMANENTLY ATTACHED (e.g. HARD WIRE) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. TEMPORARILY ATTACHED SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 120/220 VOLT RECEPTACLES HAVING A FLEXIBLE CABLE.
- TEMPORARY, MOVABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER OF MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.

THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPES AND CONDUIT. FLEXIBLE CONNECTIONS MUST ALLOW MOVEMENT IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS:

- COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
- COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL, RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH THE ABOVE REQUIREMENTS.

**PIPES, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE**

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7, 13.6.8 AND 2019 CBC SECTIONS 167A.1.24, 167A.1.25, AND 167A.1.26.

THE METHOD OF SHOWING BRACINGS AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACINGS AND ATTACHMENTS ARE BASED ON A PRE-APPROVED INSTALLATION GUIDE (e.g. GSHPD OPH FOR 2019 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS. THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPES (PP), ELECTRICAL DISTRIBUTION SYSTEMS (E)

MP ○ MD ○ PP ○ E - OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.

MP ○ MD ○ PP ○ E - OPTION 2: SHALL COMPLY WITH THE APPLICABLE HCAI PRE-APPROVAL (OP#19) 30043.

- ### ELECTRICAL SYMBOLS NOTES:
- REFER TO FIRE ALARM DEVICES ELEVATION, DETAIL #3/E3.22 FOR RESPECTIVE MOUNTING HEIGHTS.
  - AT EXTERIOR LOCATIONS, PROVIDE WEATHER-RESISTANT TYPE G.F.C.I. DUPLEX RECEPTACLES, LEVITON #55362-WTW OR EQUAL. AT DAMP LOCATIONS, PROVIDE A DECAST WEATHERPROOF LOCKABLE COVER, RACO #5028-O OR EQUAL. AT WET LOCATIONS, PROVIDE A DECAST WEATHERPROOF WHILE-IN-USE LOCKABLE COVER, RED DOT #KLSLV OR EQUAL.
  - REFER TO FIRE ALARM PLAN, SHEET #E3.20 FOR DEVICE INFORMATION.
  - ACUITY CONTROLS #HPDQ-KY-WH. PROVIDE DECORATOR STYLE STAINLESS STEEL WALLPLATE.
  - ACUITY CONTROLS #HPDQ-MA-WH OR EQUAL. PROVIDE DECORATOR STYLE STAINLESS STEEL WALLPLATE.
  - ACUITY CONTROLS #HWX-PDT-LV-WH OR EQUAL. PROVIDE DECORATOR STYLE STAINLESS STEEL WALLPLATE.
  - RESERVED.
  - ACUITY CONTROLS #CAT 5e - J1 OR EQUAL. \* ASTERISK INDICATES LENGTH OF CABLE. CABLES ARE AVAILABLE IN 6', 12', 15', 30', AND 50' LENGTHS.
  - \*LIGHT ENABLED LIGHT FIXTURE PER FIXTURE SCHEDULE ON SHEET #E0.01.
  - ACUITY CONTROLS #VSD-PDT-WH OR EQUAL. PROVIDE DECORATOR STYLE STAINLESS STEEL WALLPLATE.

### TITLE 24, PART 6

THE CALIFORNIA ENERGY EFFICIENCY STANDARDS FOR NONRESIDENTIAL BUILDINGS HAS BEEN REVIEWED AND THE BUILDING DESIGN DESCRIBED ON THESE PAGES IS IN SUBSTANTIAL CONFORMANCE.

### CODE, RULES AND REGULATIONS

ALL WORK AND MATERIALS SHALL COMPLY WITH THE LATEST REGULATIONS OF THE STATE FIRE MARSHAL, CALIFORNIA CODE OF REGULATIONS, SERVING UTILITY COMPANIES AND OTHER APPLICABLE STATE ORDINANCES. NOTHING IN THESE PLANS OR SPECIFICATIONS IS TO BE CONSTRUED AS TO PERMIT WORK NOT CONFORMING TO THESE CODES. WHERE WORK OF A HIGHER DEGREE IS INDICATED IN THE PLANS OR SPECIFICATIONS THIS REQUIREMENT SHALL GOVERN.

### DIVISION OF THE STATE ARCHITECT APPLICABLE CODES AND STANDARDS

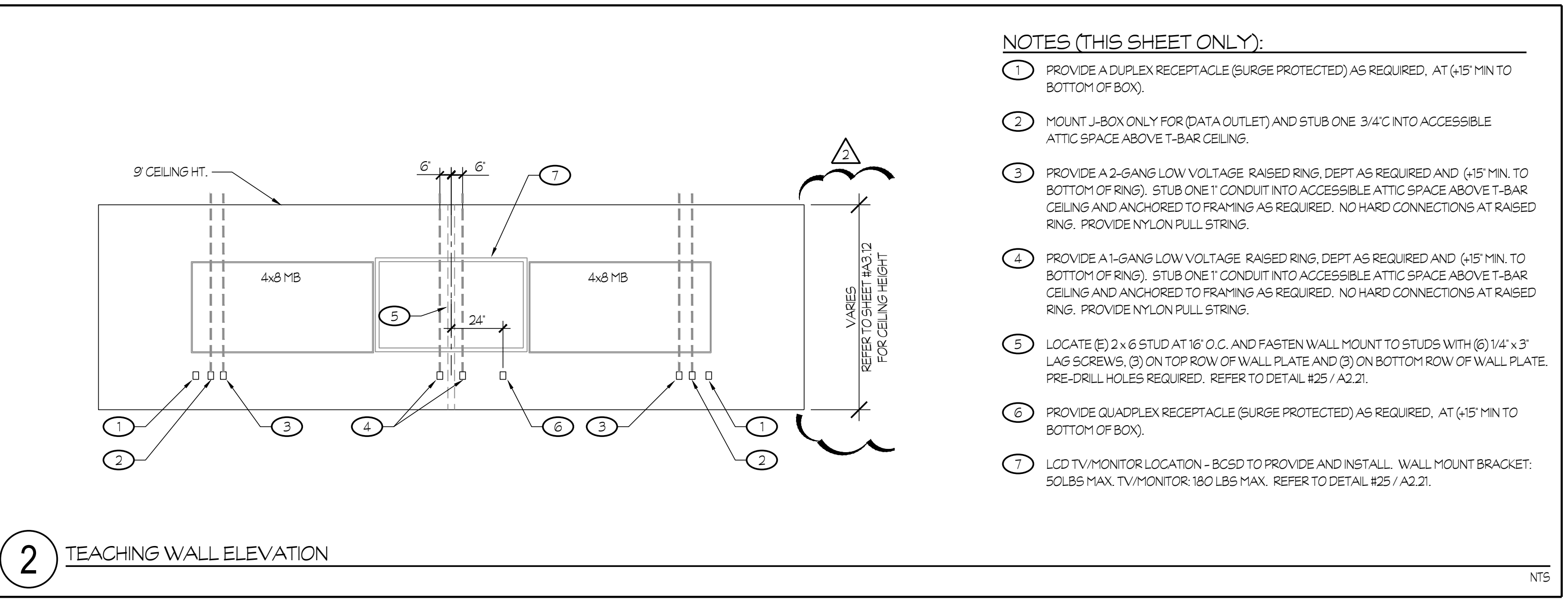
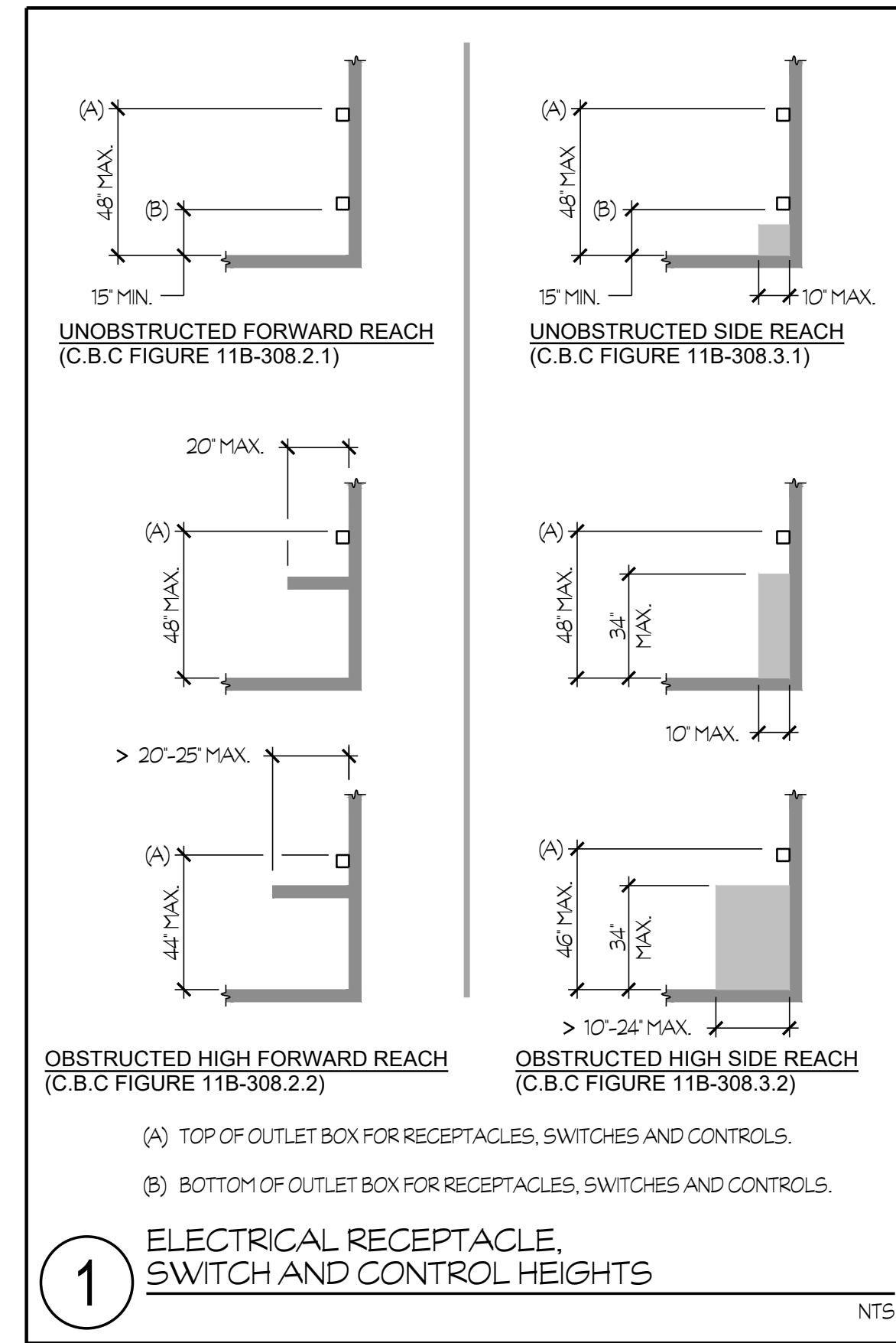
**CODES:**

- 2019 CALIFORNIA ADMINISTRATIVE CODE, PART 1, TITLE 24 C.C.R.
- 2019 CALIFORNIA BUILDING CODE (C.B.C.), PART 2, TITLE 24 C.C.R. (2018 INTERNATIONAL BUILDING CODE, VOLUMES 1 AND 2 WITH 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA ELECTRICAL CODE (C.E.C.), PART 3, TITLE 24 C.C.R. (2017 NATIONAL ELECTRICAL CODE WITH 2016 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA MECHANICAL CODE (C.M.C.), PART 4, TITLE 24 C.C.R. (2018 UNIFORM MECHANICAL CODE WITH 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA PLUMBING CODE (C.P.C.), PART 5, TITLE 24 C.C.R. (2018 UNIFORM PLUMBING CODE WITH 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA ENERGY CODE (C.E.C.), PART 6, TITLE 24 C.C.R.
- 2019 CALIFORNIA FIRE CODE (C.F.C.), PART 9, TITLE 24 C.C.R. (2018 INTERNATIONAL FIRE CODE WITH 2019 CALIFORNIA AMENDMENTS)
- 2019 CALIFORNIA REFERENCED STANDARDS CODE (C.R.S.C.), PART 12, TITLE 24 C.C.R.

TITLE 19, C.C.R. PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS.

**STANDARDS AND GUIDES:**

- NFPA 72 - NATIONAL FIRE ALARM CODE, 2016 EDITION (CALIFORNIA AMENDED)
- NFPA 720 - CARBON MONOXIDE STANDARDS FOR INSTALLATION, DETECTION AND WARNING EQUIPMENT
- ADAAG - AMERICANS WITH DISABILITIES ACT, ACCESSIBILITY GUIDELINES
- UL 38 - MANUAL ACTUATED SIGNALING BOXES, 2008 EDITION
- UL 268 - SMOKE DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS, 2016 EDITION
- UL 268A - SMOKE DETECTORS FOR DUCT APPLICATIONS, 2008 EDITION
- UL 464 - AUDIBLE SIGNAL APPLIANCES, 2003 EDITION
- UL 521 - HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS, 1999 EDITION (WITH REVISIONS THROUGH JULY 2005)
- UL 864 - CONTROL UNITS FOR FIRE PROTECTIVE SIGNALING SYSTEMS, 2014 EDITION



### GENERAL NOTE

THE CALIFORNIA ENERGY CODE SECTION 10-103 REQUIRES ACCEPTANCE TESTING ON ALL NEWLY INSTALLED LIGHTING CONTROLS, MECHANICAL SYSTEMS, ENVELOPES, AND PROCESS EQUIPMENT AFTER INSTALLATION AND BEFORE PROJECT COMPLETION. AN ACCEPTANCE TEST IS A FUNCTIONAL PERFORMANCE TEST TO HELP ENSURE THAT NEWLY INSTALLED EQUIPMENT IS OPERATING AND IN COMPLIANCE WITH THE ENERGY CODE.

LIGHTING CONTROLS ACCEPTANCE TESTS MUST BE PERFORMED BY A CERTIFIED LIGHTING CONTROLS ACCEPTANCE TEST TECHNICIAN (ATT).

MECHANICAL SYSTEM ACCEPTANCE TESTS MUST BE PERFORMED BY A CERTIFIED MECHANICAL ATT FOR PROJECTS SUBMITTED ON OR AFTER OCTOBER 1, 2021.

ENVELOPE AND PROCESS EQUIPMENT ACCEPTANCE TESTS SHALL BE PERFORMED BY THE INSTALLING CONTRACTOR, ENGINEER/ARCHITECT OF RECORD OR THE OWNER'S AGENT.

A LISTING OF CERTIFIED ATT CAN BE FOUND AT: <https://www.energy.ca.gov/programs-and-topics/programs/acceptance-test-technician-certification-provider-program/acceptance>.

THE ACCEPTANCE TESTING PROCEDURES MUST BE REPEATED, AND DEFICIENCIES MUST BE CORRECTED BY THE BUILDER OR INSTALLING CONTRACTOR UNTIL THE CONSTRUCTION/INSTALLATION OF THE SPECIFIED SYSTEMS CONFORM AND PASS THE REQUIRED ACCEPTANCE CRITERIA.

PROJECT INSPECTORS WILL COLLECT THE FORMS TO CONFIRM THAT THE REQUIRED ACCEPTANCE TESTS HAVE BEEN COMPLETED.

### COMPLETE AUTOMATIC FIRE ALARM SYSTEM PLAN SUBMITTAL

THE FIRE ALARM SYSTEM SHOWN ON THESE PLANS HAS BEEN SUBMITTED AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT. ANY SUBSTITUTION OF THE FIRE ALARM SYSTEM SHALL BE RESUBMITTED TO THE ARCHITECT FOR REVIEW AND APPROVAL. THE CONTRACTOR SHALL PAY ANY ADDITIONAL FEES THAT ARE INCURRED DUE TO THIS SUBSTITUTION.

THE FIRE ALARM SYSTEM SHALL BE A TOTAL (COMPLETE) AUTOMATIC HEAT AND SMOKE DETECTION SYSTEM PER C.F.C. SECTION 907.2.3.6. AND SHALL COVER EVERY ROOM AND/OR AREA. UPON THE ACTIVATION OF ANY INITIATION DEVICE THE FIRE ALARM SYSTEM SHALL ALERT ALL OCCUPANTS AND TRANSMIT THE ALARM, SUPERVISORY, AND TROUBLE SIGNALS TO AN APPROVED SUPERVISING STATION (C.F.C. SECTION 907.2.3.5).

**Rose Sing Eastham & Associates**  
Electrical Consultants  
131 S. Durwinth - (559) 733-2671  
Visalia, California 93292-6705

**Professional Engineer License**  
No. E-16796  
Exp. 01/01/25  
STATE OF CALIFORNIA

Owner:

**BAKERSFIELD CITY SCHOOL DISTRICT**

1300 BAKER STREET  
BAKERSFIELD, CA 93309

Project Name:

**CENTRAL PLANT REPLACEMENT**

Project Address:

**WASHINGTON MIDDLE SCHOOL**

1101 NOBLE AVENUE  
BAKERSFIELD, CA 93305

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
FRESNO CALIFORNIA 93710  
P: (559) 436-0881 F: (559) 436-0887  
E: design@somam.com  
integrateddesigns.com

Sheet Title:

**CODES, NOTES SYMBOLS & FIXTURE SCHED.**

Job No.:

**5525**

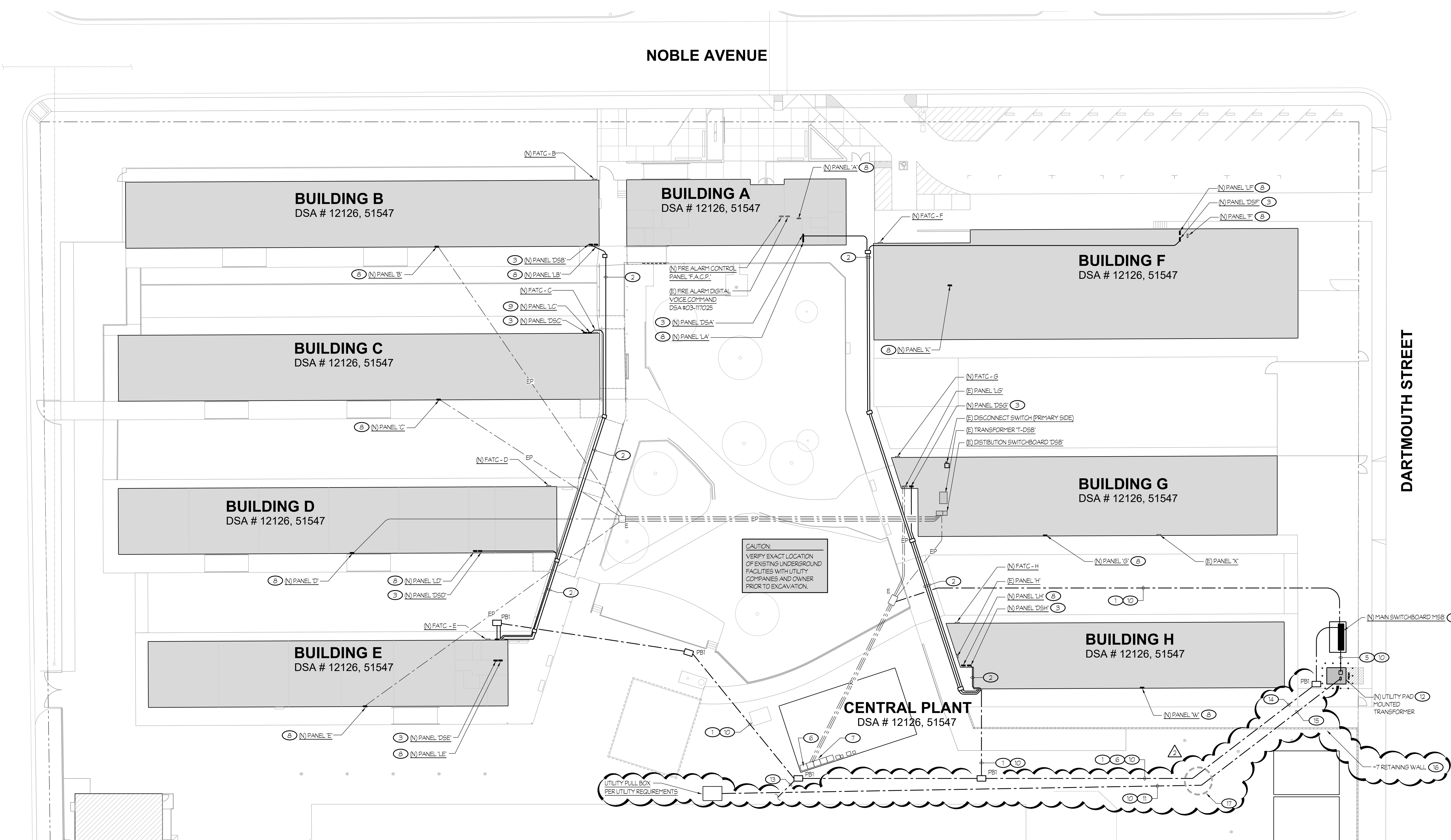
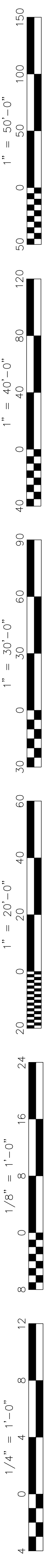
Sheet No.:

**E0.01**

Release: ADDENDUM #3 Issue Date: 03-28-2024

**NOTES (THIS SHEET ONLY):**

- 1 NEW CONDUIT AND CONDUCTORS PER ONE LINE DIAGRAM.
- 2 ROUTE CONDUIT EXPOSED ON TOP SIDE OF COVERED WALKWAY. TYPICAL. REFER TO DETAILS #15/ES.00, #16/ES.00, & #17/ES.00 FOR TIE IN TO EACH BUILDING.
- 3 REFER TO DETAIL #6/ES.00 FOR MOUNTING REQUIREMENTS.
- 4 REFER TO ONE LINE DIAGRAM SHEET #E4.01 AND DETAIL #17/ES.00 FOR ADDITIONAL REQUIREMENTS.
- 5 PROVIDE NEW CONDUIT PER APPROVED UTILITY DRAWINGS EXPECTED TO BE (6) 4' CONDUITS.
- 6 PROVIDE TEMPORARY CONNECTION TO CHILLER SECTION FOR OPERATION OF EQUIPMENT DURING CONSTRUCTION PHASES. CONNECTION SHALL BE REMOVED AT END OF PROJECT.
- 7 EXISTING BRANCH CIRCUITS FOR PANELS 'DP' AND 'HY' SHALL BE INTERCEPTED AND EXTENDED TO NEW MAIN SWITCHBOARD 'MSB' AS REQUIRED. REFER TO ONE LINE DIAGRAMS ON SHEETS #E4.00 AND #E4.01.
- 8 REPLACE EXISTING PANEL WITH NEW AND CONNECT TO NEW DISTRIBUTION PANEL PER ONE LINE DIAGRAM ON SHEET #E4.02. REFER TO DETAIL #6/ES.00 FOR SURFACE MOUNTING REQUIREMENTS, AND DETAIL #14/ES.00 FOR FLUSH MOUNTING REQUIREMENTS.
- 9 REPLACE EXISTING PANEL WITH NEW AND CONNECT TO NEW DISTRIBUTION PANEL PER ONE LINE DIAGRAM ON SHEET #E4.02. REFER TO DETAIL #9/ES.00 FOR MOUNTING REQUIREMENTS.
- 10 REFER TO TRENCH DETAIL #4/ES.00 FOR REQUIREMENTS.
- 11 PROVIDE NEW CONDUIT PER APPROVED UTILITY DRAWINGS EXPECTED TO BE (0) 5' CONDUIT. COORDINATE UTILITY CONNECTION LOCATION WITH APPROVED UTILITY DRAWINGS.
- 12 PROVIDE PAD PER PG&E STYLE IE PER PG&E STANDARD # 045292 TO BE VERIFIED WITH APPROVED UTILITY DRAWINGS. REFER TO DETAIL #2 / ES.01.
- 13 EXISTING CONDUIT / CONDUCTORS TO PANELS 'DP' AND 'H' INTERCEPT AND CONNECT TO NEW CIRCUITS. PER ONE-LINE DIAGRAM ON SHEET #E4.01.
- 14 DIRECTIONAL BORE - FEEDING CONDUITS PER ONE LINE DIAGRAM FROM MAIN GEAR TO SITE DISTRIBUTION.
- 15 UTILITY PRIMARY - DIRECTIONAL BORE PER PG&E REQUIREMENTS.
- 16 REFER TO ARCHITECTURAL DETAIL #1/A3.12 FOR ROUTING OF CONDUIT BENEATH RETAINING WALL.
- 17 APPROXIMATE LOCATION OF BORING PIT, CONTRACTOR SHALL FIELD VERIFY EXACT LOCATION.



**ENLARGED SITE ELECTRICAL PLAN - NEW  
CENTRAL PLANT REPLACEMENT**

SCALE: 1" = 20'-0"

Rose Sing Eastham & Associates  
Electrical Consultants  
131 S. Sunnyside - (559) 733-2671  
Visalia, California 93292-6705



Owner:  
**BCSD**  
BAKERSFIELD CITY SCHOOL DISTRICT

**BAKERSFIELD CITY SCHOOL DISTRICT**

1300 BAKER STREET  
BAKERSFIELD, CA 93309

Project Name:  
**CENTRAL PLANT REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
1101 NOBLE AVENUE  
BAKERSFIELD, CA 93305

**integrated designs**  
by SOMAM, Inc.

**ARCHITECTURE  
ENGINEERING  
INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
FRESNO CALIFORNIA 93710  
P: (559) 436-0881 F: (559) 436-0887  
E: design@somam.com  
integrateddesigns.com

Stamp:  
Professional Seal of Rose Sing Eastham, State of California, No. E-16796, Exp. 6/30/25.

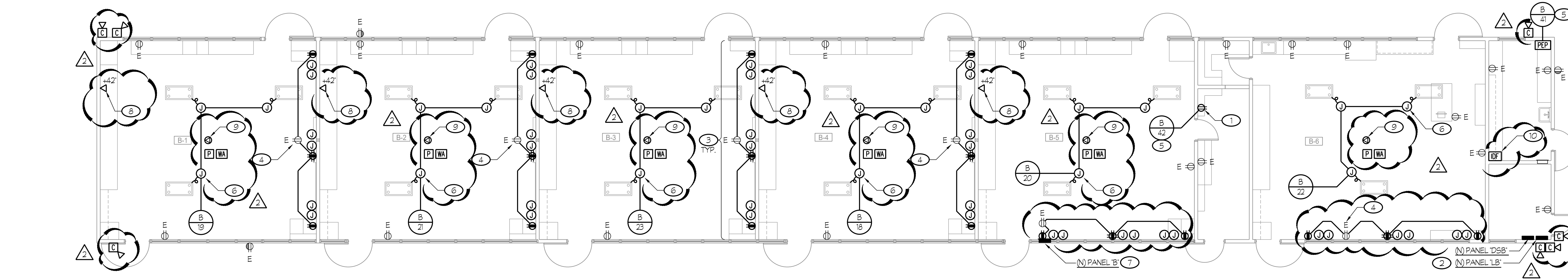
Sheet Title:  
**ENLARGED SITE ELECTRICAL PLAN-NEW**

Job No.: **5525**

Sheet No.: **E1.02**

Release: ADDENDUM #3 Issue Date: 03-28-2024

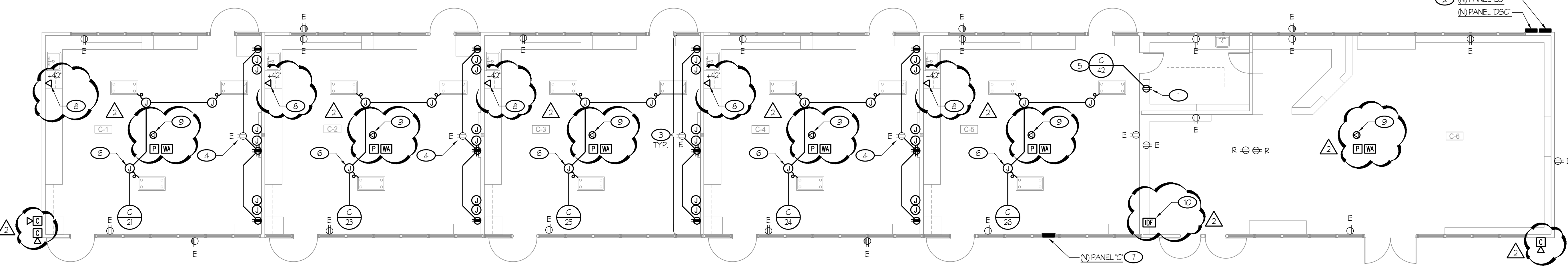
1" = 50'-0"  
 1" = 40'-0"  
 1" = 30'-0"  
 1" = 20'-0"  
 1" = 1'-0"  
 1/8" = 1'-0"  
 1/4" = 1'-0"



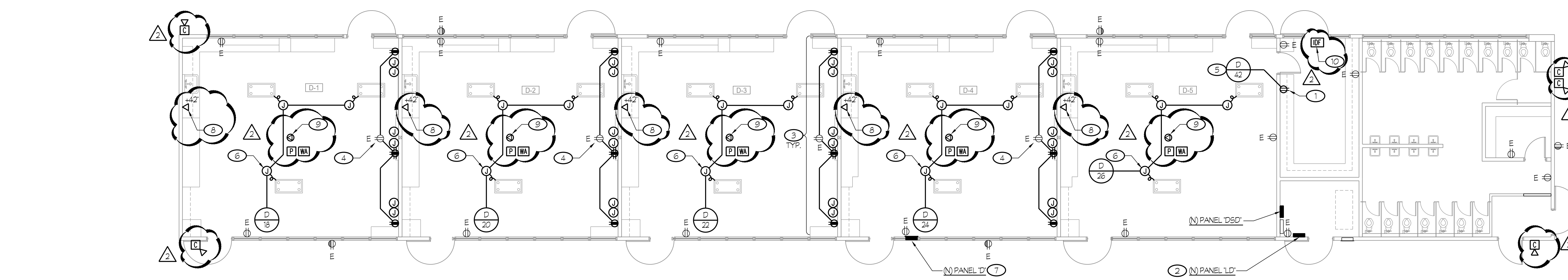
**1 NEW POWER PLAN - BUILDING "B"**  
**CENTRAL PLANT REPLACEMENT** SCALE: 1/8" = 1'-0"

- NOTES (THIS SHEET ONLY):**
- COORDINATE EXACT LOCATION OF RECEPTACLE WITH MECHANICAL CONTROLLER AS REQUIRED.
  - REPLACE EXISTING PANEL WITH NEW AND CONNECT PER ONE-LINE DIAGRAM ON SHEET #E4.02. REFER TO DETAIL #6/ES.00 FOR MOUNTING REQUIREMENTS. CONDUITS SHALL BE SURFACE MOUNTED AND PAINTED TO MATCH WALL.
  - REFER TO DETAIL #2/EO.01 FOR TYPICAL TEACHER WALL ELEVATION.
  - CONNECT TO EXISTING 120V CIRCUIT.
  - PROVIDE (1) 20A CIRCUIT BREAKER IN EXISTING PANEL MATCHING STYLE, TYPE, AND RATING. ACCEPTABLE TO CONNECT TO SPARE BREAKER AS AVAILABLE.
  - RECONNECT EXISTING MECHANICAL EQUIPMENT. EXTEND EXISTING CIRCUIT AS REQUIRED. TYPICAL.
  - REPLACE EXISTING PANEL WITH NEW. NEW PANEL SHALL FACE INTERIOR OF BUILDING. INSTALL PER DETAIL #14/ES.00. EXTERIOR WALL SHALL BE PATCHED AS REQUIRED.
  - PROVIDE 3/4" CONDUIT, (2) PORT DATA OUTLETS, AND (2) CAT6 CABLES TO IDF CABINET.
  - PROVIDE (4) CAT6 DATA CABLES WITH RJ-45 TERMINATION ABOVE THE CEILING WITH 30' OF SPARE LENGTH.
  - REPLACE EXISTING CABINET WITH NEW IDF CABINET. REFER TO DETAIL #6/ES.02 FOR MOUNTING REQUIREMENTS. RECONNECT EXISTING FIBER OPTIC CABLES IN NEW FIBER PATCH PANEL. PROVIDE NEW PATCH PANEL FOR COPPER CONNECTIONS AS REQUIRED.

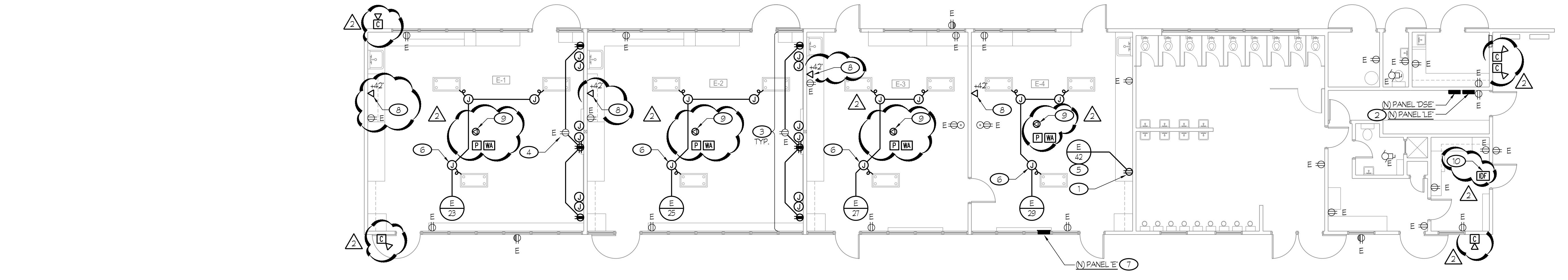
**GENERAL NOTES**  
 1. REFER TO DETAILS ON SHEET #E5.01 FOR CONDUIT MOUNTING REQUIREMENTS.



**2 NEW POWER PLAN - BUILDING "C"**  
**CENTRAL PLANT REPLACEMENT** SCALE: 1/8" = 1'-0"



**3 NEW POWER PLAN - BUILDING "D"**  
**CENTRAL PLANT REPLACEMENT** SCALE: 1/8" = 1'-0"



**4 NEW POWER PLAN - BUILDING "E"**  
**CENTRAL PLANT REPLACEMENT** SCALE: 1/8" = 1'-0"

#	ROOM NAME
B-1	CLASSROOM
B-2	CLASSROOM
B-3	CLASSROOM
B-4	CLASSROOM
B-5	CLASSROOM
B-6	SCIENCE CLASSROOM

#	ROOM NAME
C-1	CLASSROOM
C-2	CLASSROOM
C-3	CLASSROOM
C-4	CLASSROOM
C-5	CLASSROOM
C-6	LIBRARY

#	ROOM NAME
D-1	CLASSROOM
D-2	CLASSROOM
D-3	CLASSROOM
D-4	CLASSROOM
D-5	CLASSROOM

#	ROOM NAME
E-1	CLASSROOM
E-2	CLASSROOM
E-3	CLASSROOM
E-4	CLASSROOM

Owner:  
 BAKERSFIELD CITY SCHOOL DISTRICT  
**BAKERSFIELD CITY SCHOOL DISTRICT**  
 1300 BAKER STREET  
 BAKERSFIELD, CA 93309

Project Name:  
**CENTRAL PLANT REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
 1101 NOBLE AVENUE  
 BAKERSFIELD, CA 93305

**integrated designs**  
 by SOMAM, Inc.  
**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
 FRESNO CALIFORNIA 93710  
 P:(559) 436-0881 F:(559) 436-0887  
 E: design@somam.com  
 integrateddesigns.com

Stamp:  
 PROFESSIONAL SEAL  
 No. E-16786  
 Exp. 6/30/25  
 STATE OF CALIFORNIA  
 ELECTRICAL

Sheet Title:  
**NEW POWER PLANS BLDGS "B, C, D & E"**

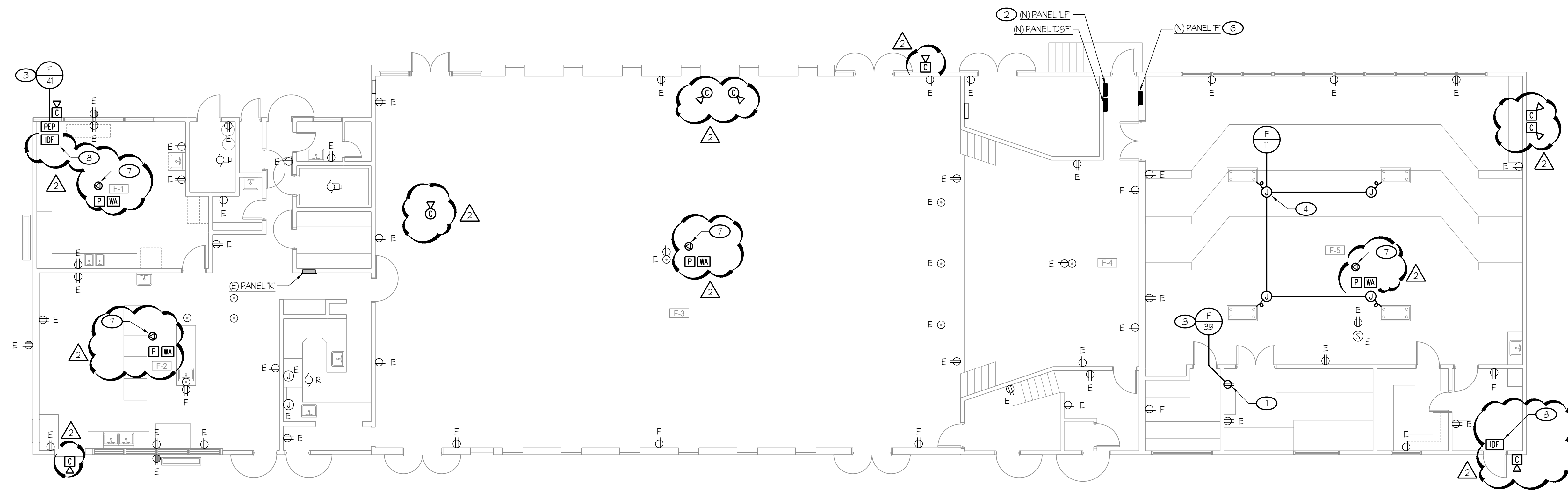
Job No.: **5525**

Sheet No.: **E2.10**

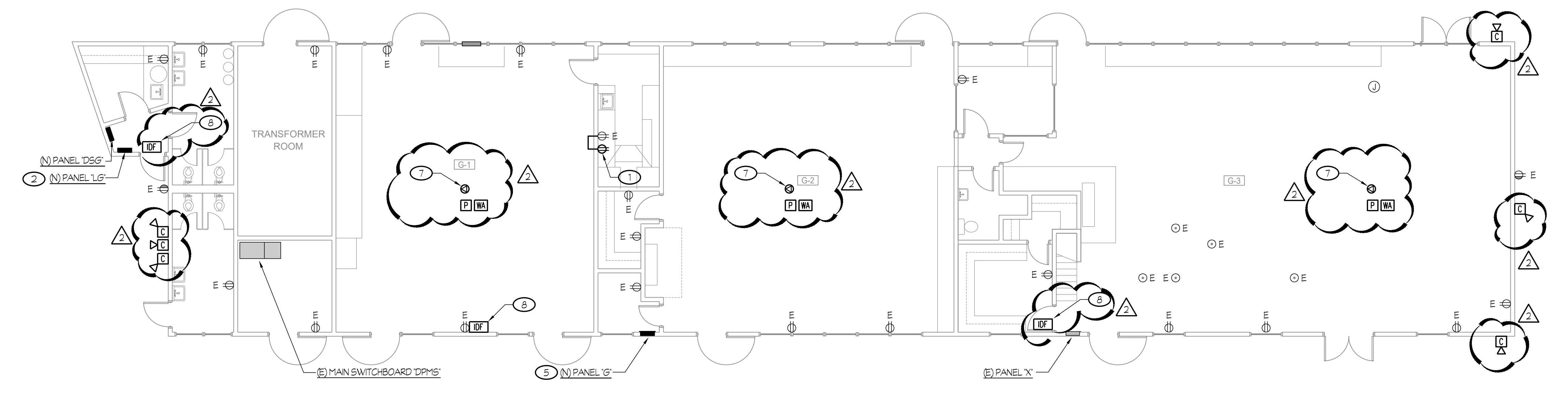
Release: ADDENDUM #3 Issue Date: 03-28-2024

Rose Sing Eastham & Associates  
 Electrical Consultants  
 131 S. Sunnyside - (559) 733-2671  
 Visalia, California 93292-6705

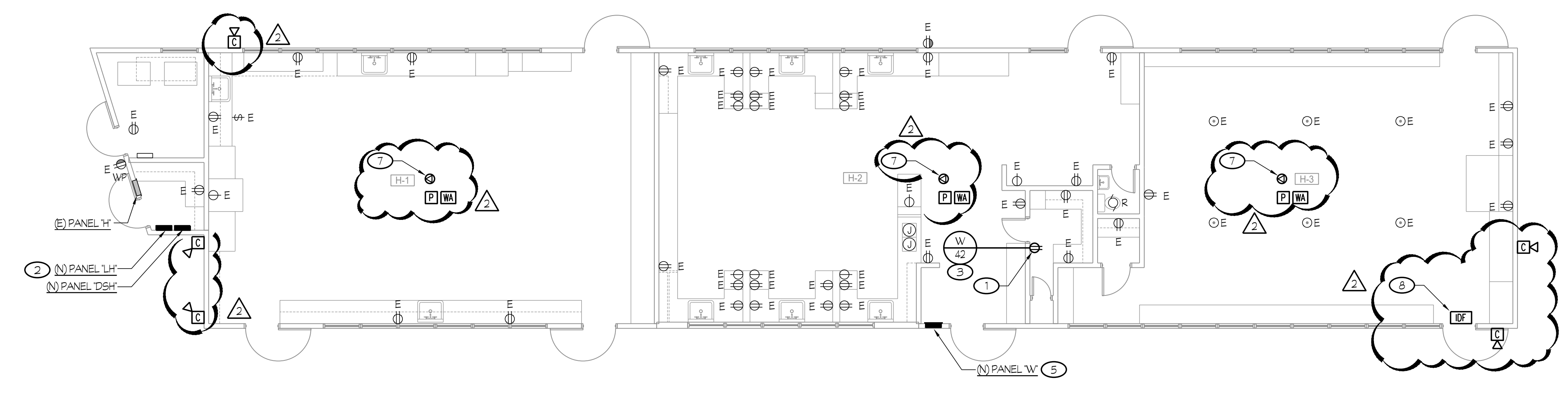
1" = 50'-0"  
 1" = 40'-0"  
 1" = 30'-0"  
 1" = 20'-0"  
 1" = 1'-0"  
 1/8" = 1'-0"  
 1/4" = 1'-0"



**1 NEW POWER PLAN - BUILDING "F"**  
**CENTRAL PLANT REPLACEMENT**  
 SCALE: 1/8" = 1'-0"



**2 NEW POWER PLAN - BUILDING "G"**  
**CENTRAL PLANT REPLACEMENT**  
 SCALE: 1/8" = 1'-0"



**3 NEW POWER PLAN - BUILDING "H"**  
**CENTRAL PLANT REPLACEMENT**  
 SCALE: 1/8" = 1'-0"

- NOTES (THIS SHEET ONLY):**
- COORDINATE EXACT LOCATION OF RECEPTACLE WITH MECHANICAL CONTROLLER AS REQUIRED.
  - REPLACE EXISTING PANEL WITH NEW AND CONNECT PER ONE-LINE DIAGRAM ON SHEET #E4.02. REFER TO DETAIL #E6/E5.00 FOR MOUNTING REQUIREMENTS.
  - PROVIDE (1) 20A CIRCUIT BREAKER IN EXISTING PANEL MATCHING STYLE, TYPE, AND RATING. ACCEPTABLE TO CONNECT TO SPARE BREAKER AS AVAILABLE.
  - RECONNECT EXISTING MECHANICAL EQUIPMENT. EXTEND EXISTING CIRCUIT AS REQUIRED. TYPICAL.
  - REPLACE EXISTING PANEL WITH NEW. NEW PANEL SHALL FACE INTERIOR OF BUILDING. INSTALL PER DETAIL #E4/E5.00. EXTERIOR WALL SHALL BE PATCHED AS REQUIRED.
  - REPLACE EXISTING PANEL WITH NEW. NEW PANEL SHALL FACE INTERIOR OF BUILDING. INSTALL PER DETAIL #E4/E5.00.
  - PROVIDE 3/4" CONDUIT, (Q) PORT DATA OUTLETS, AND (Q) CAT6 CABLES TO IDF CABINET.
  - REPLACE EXISTING CABINET WITH NEW IDF CABINET. REFER TO DETAIL #E6/E5.02 FOR MOUNTING REQUIREMENTS. RECONNECT EXISTING FIBER OPTIC CABLES IN NEW FIBER PATCH PANEL. PROVIDE NEW PATCH PANEL FOR COPPER CONNECTIONS AS REQUIRED.

**GENERAL NOTES**

- REFER TO DETAILS ON SHEET #E5.01 FOR CONDUIT MOUNTING REQUIREMENTS.

ROOM LEGEND	
#	ROOM NAME
F-1	CONFERENCE
F-2	KITCHEN
F-3	MULTI-PURPOSE
F-4	PLATFORM
F-5	MUSIC CLASSROOM

ROOM LEGEND	
#	ROOM NAME
G-1	MUSIC CLASSROOM
G-2	METAL SHOP CLASSROOM
G-3	WOOD SHOP CLASSROOM
G-4	LOFT
G-5	LOFT

ROOM LEGEND	
#	ROOM NAME
H-1	ART/CRAFTS CLASSROOM
H-2	HOMEMAKING CLASSROOM
H-3	HOMEMAKING CLASSROOM

**Owner:**  
  
**BAKERSFIELD CITY SCHOOL DISTRICT**  
 1300 BAKER STREET  
 BAKERSFIELD, CA 93309

**Project Name:**  
**CENTRAL PLANT REPLACEMENT**

**Project Address:**  
**WASHINGTON MIDDLE SCHOOL**  
 1101 NOBLE AVENUE  
 BAKERSFIELD, CA 93305

by SOMAM, Inc.  
**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
 FRESNO CALIFORNIA 93710  
 P: (559) 436-0881 F: (559) 436-0887  
 E: design@somam.com  
 integrateddesigns.com

Ownership of Documents  
 This document, the ideas and designs incorporated herein, are the property of Integrated Design by SOMAM Inc. and it is to be used, in whole or in part, for any other project without written authorization.  
 © COPYRIGHT 2020

**Stamp:**

**Sheet Title:**  
**NEW POWER PLANS - BLDG "F, G & H"**

**Job No.:**  
**5525**

**Sheet No.:**  
**E2.11**

Release: ADDENDUM #3 Issue Date: 03-28-2024

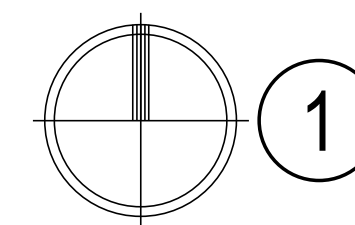
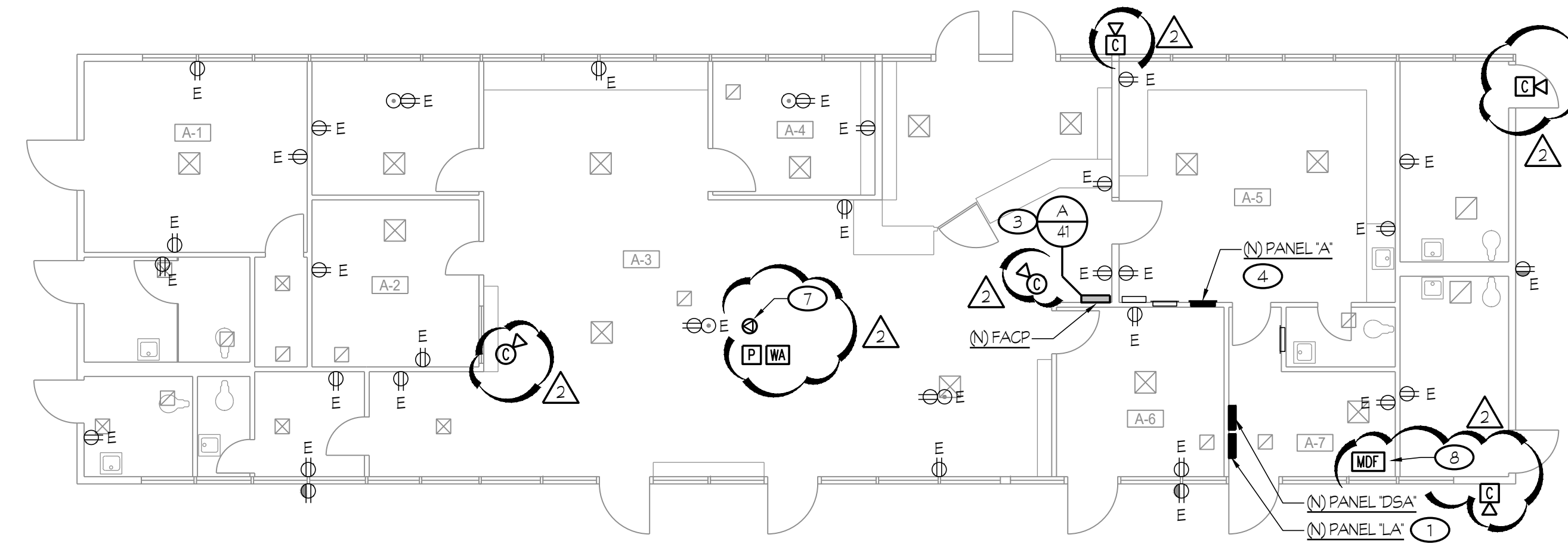
Rose Sing Eastham & Associates  
 Electrical Consultants  
 131 S. Sunnyside - (559) 733-2671  
 Visalia, California 93292-6705

**NOTES (THIS SHEET ONLY):**

- 1 REPLACE EXISTING PANEL WITH NEW AND CONNECT PER ONE-LINE DIAGRAM ON SHEET #E4.02. REFER TO DETAIL #E5.00 FOR MOUNTING REQUIREMENTS.
- 2 COORDINATE WITH CONTRACTOR. IF REQUIRED, REMOVE AND REINSTALL LIGHT FIXTURES REQUIRED TO CLEAR WAY FOR DEMOLITION. OTHERWISE, EXISTING LIGHT FIXTURES TO REMAIN. REINSTALL LIGHT FIXTURE, PER DETAIL #E5.00.
- 3 PROVIDE (1) 20A CIRCUIT BREAKER IN EXISTING PANEL, MATCHING STYLE, TYPE, AND RATING. ACCEPTABLE TO CONNECT TO SPARE BREAKER AS AVAILABLE.
- 4 REPLACE EXISTING PANEL WITH NEW. NEW PANEL SHALL FACE INTERIOR OF BUILDING. INSTALL PER DETAIL #E4.02 FOR MOUNTING REQUIREMENTS.
- 5 PROVIDE 30A, 480V, 3-PHASE FUSED DISCONNECT SWITCH WITH 30A FUSES (TO BE VERIFIED WITH NAMEPLATE) AND CONNECT TO MECHANICAL UNIT AS REQUIRED.
- 6 3/4" C - 3 #10 + 1 #10 GND.
- 7 PROVIDE 3/4" CONDUIT, (2) PORT DATA OUTLETS, AND (2) CAT6 CABLES TO OF CABINET.
- 8 REFER TO DETAIL #E5.02, FOR MOUNTING REQUIREMENTS.

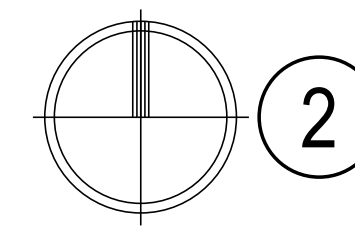
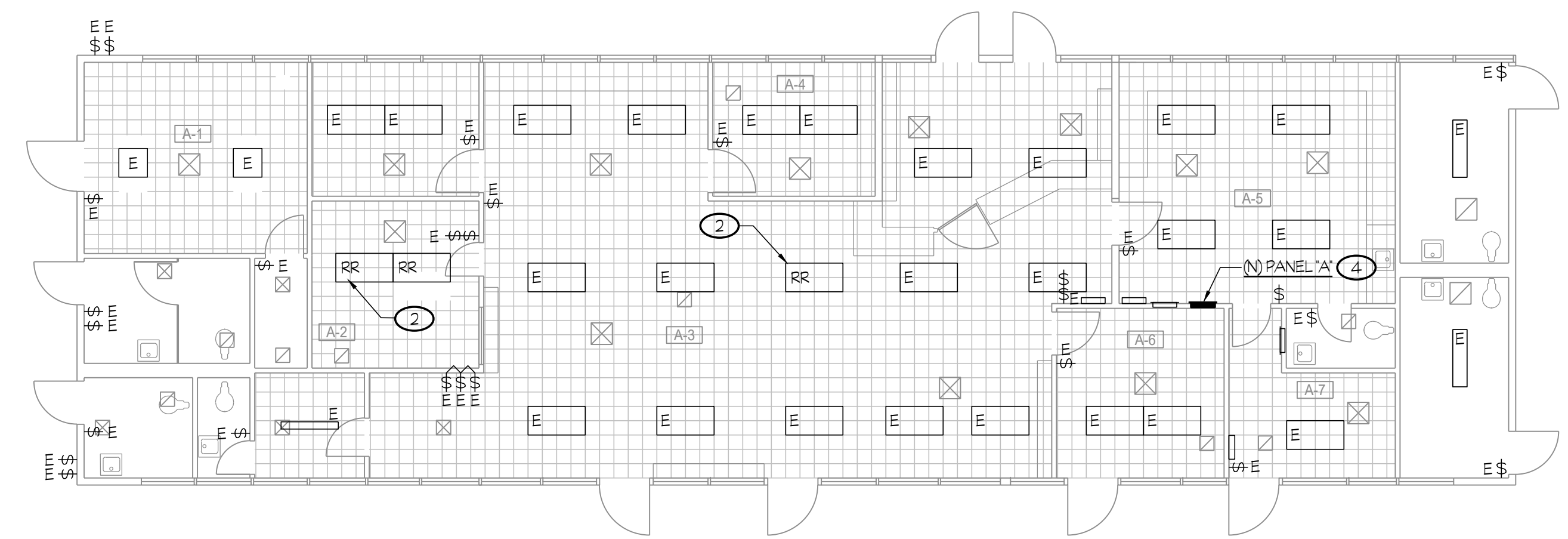
**GENERAL NOTES**

1. REFER TO DETAILS ON SHEET #E5.01 FOR CONDUIT MOUNTING REQUIREMENTS.



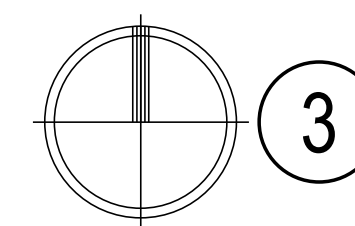
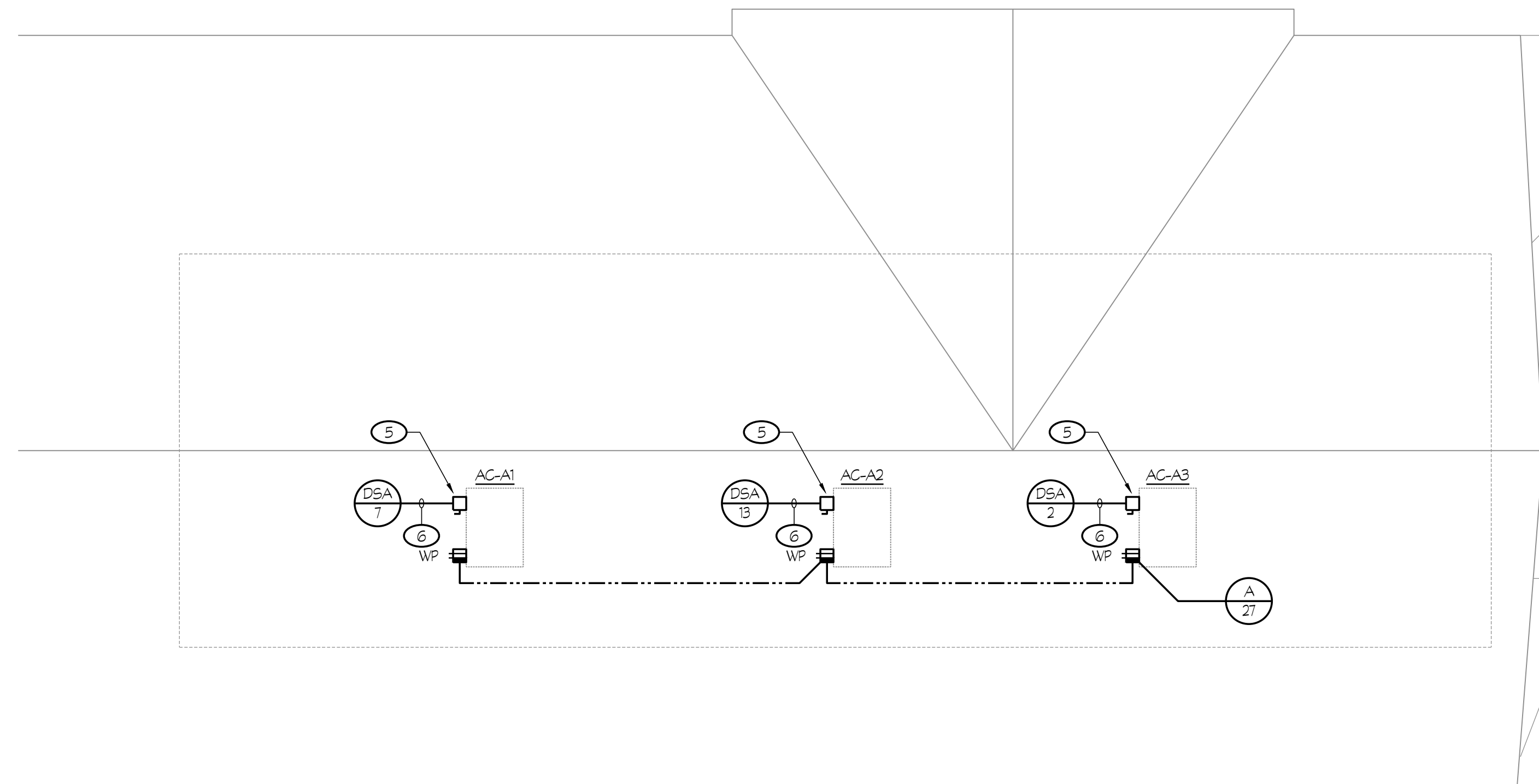
**1 NEW POWER PLAN - BUILDING "A"  
CENTRAL PLANT REPLACEMENT**

SCALE: 1/8" = 1'-0"



**2 NEW LIGHTING PLAN - BUILDING "A"  
CENTRAL PLANT REPLACEMENT**

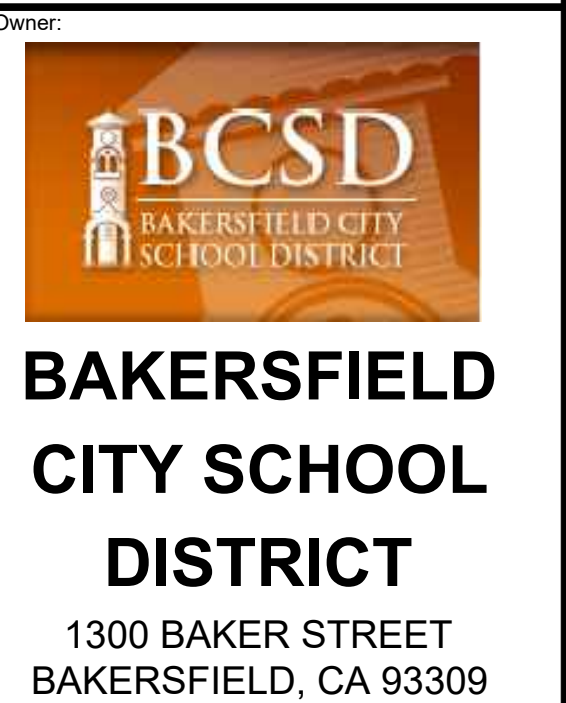
SCALE: 1/8" = 1'-0"



**3 NEW ROOF ELECTRICAL PLAN - BUILDING "A"  
CENTRAL PLANT REPLACEMENT**

SCALE: 1/8" = 1'-0"

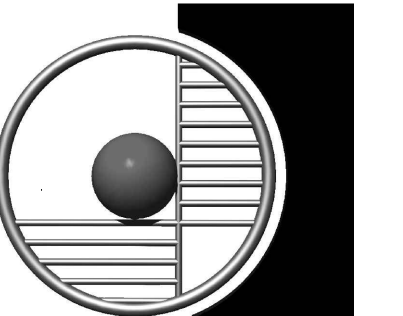
ROOM LEGEND	
#	ROOM NAME
A-1	TEACHERS LOUNGE
A-2	PRINCIPAL
A-3	RECEPTION
A-4	COUNSELOR
A-5	SUPPLIES
A-6	VICE PRINCIPAL
A-7	CHECK OUT



**BAKERSFIELD CITY SCHOOL DISTRICT**  
1300 BAKER STREET  
BAKERSFIELD, CA 93309

Project Name:  
**CENTRAL PLANT REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
1101 NOBLE AVENUE  
BAKERSFIELD, CA 93305



**integrated designs**  
by SOMAM, Inc.

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
FRESNO CALIFORNIA 93710  
P: (559) 436-0881 F: (559) 436-0887  
E: design@somam.com  
integrateddesigns.com

Ownership of Documents  
This document, the ideas and designs incorporated herein, are an instrument of Professional Service as the property of Integrated Design by SOMAM, Inc. and is not to be used, in whole or in part, for any other project without written authorization.  
© COPYRIGHT 2020

Stamp:

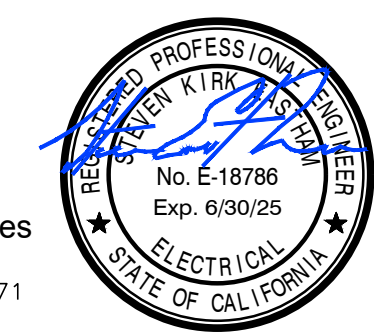
Sheet Title:  
**NEW ELECTRICAL PLAN - BUILDING "A"**

Job No.:  
**5525**

Sheet No.:  
**E2.12**

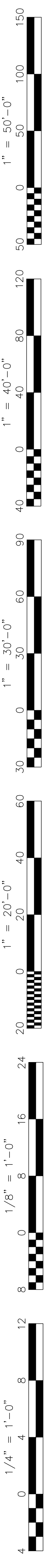
Release: ADDENDUM #3 Issue Date: 03-28-2024

Rose Sing Eastham & Associates  
Electrical Consultants  
131 S. Sunnyside - (559) 733-2671  
Visalia, California 93292-6705



1" = 50'-0"  
1" = 40'-0"  
1" = 30'-0"  
1" = 20'-0"  
1/8" = 1'-0"  
1/4" = 1'-0"

Z:\Drawing\Jobs\5525\03\03\Bakersfield\Bakersfield City School District\Washington Middle School - HVAC\Cond. Docs\E2.12.dwg, DATE: 03/28/24, BY: Kern, DATE PLOTTED: 03/29/24, JOB #: 22-117-5E



### ELECTRICAL CODES AND ANCHORAGE

REFER TO ELECTRICAL TITLE SHEET E61.1 FOR STANDARD CODE INFORMATION DETAIL.  
REFER TO ELECTRICAL TITLE SHEET E61.1 FOR STANDARD ANCHORAGE DETAILS.

### SIGNALS / TELECOMMUNICATIONS APPLICABLE CODES AND STANDARDS

- CODES:**
- 2022 CALIFORNIA BUILDING CODE (C.B.C.)
  - 2022 CALIFORNIA ELECTRICAL CODE (C.E.C.)
- STANDARDS AND GUIDES:**
- NFPA 72 - NATIONAL FIRE ALARM CODE, (CALIFORNIA AMENDED)
  - ANSI/BICSI - TELECOMMUNICATIONS DISTRIBUTION METHODS MANUAL (TDM\*), 13TH EDITION OR NEWER.
  - ANSI/BICSI - INFORMATION AND COMMUNICATION TECHNOLOGY SYSTEMS DESIGN AND IMPLEMENTATIONS BEST PRACTICES FOR EDUCATIONAL INSTITUTIONS AND FACILITIES.
  - ANSI/BICSI - ELECTRONIC SAFETY AND SECURITY (ESS) SYSTEM DESIGN AND IMPLEMENTATIONS BEST PRACTICES.

### ASSISTIVE LISTENING SYSTEMS

PROVIDE ASSISTIVE LISTENING AS REQUIRED BY CBC SECTIONS 11B.219 & 11B.706 AND ADA 706. REFER TO SPECIFICATIONS FOR CLASSROOM SYSTEMS. REFER TO DETAIL DRAWINGS FOR INSTALLED SOLUTIONS. CLASSROOM SYSTEMS ARE TO BE PORTABLE BRIEFCASE STYLE FOR USE WHEN REQUESTED BY USERS.

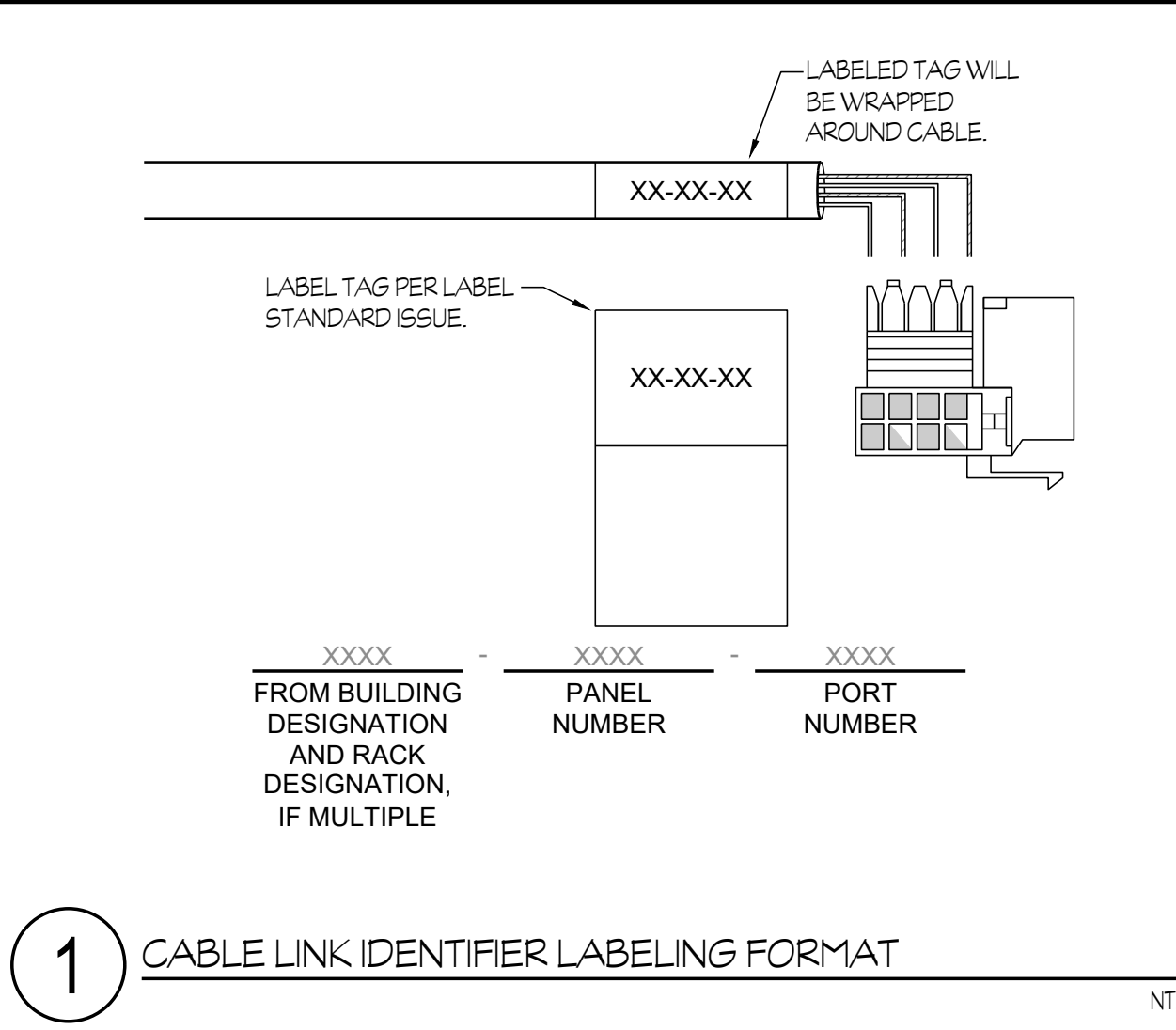
### SIGNALS SYMBOLS

ALL DIMENSIONS TO CENTER OF BOX, U.O.N.

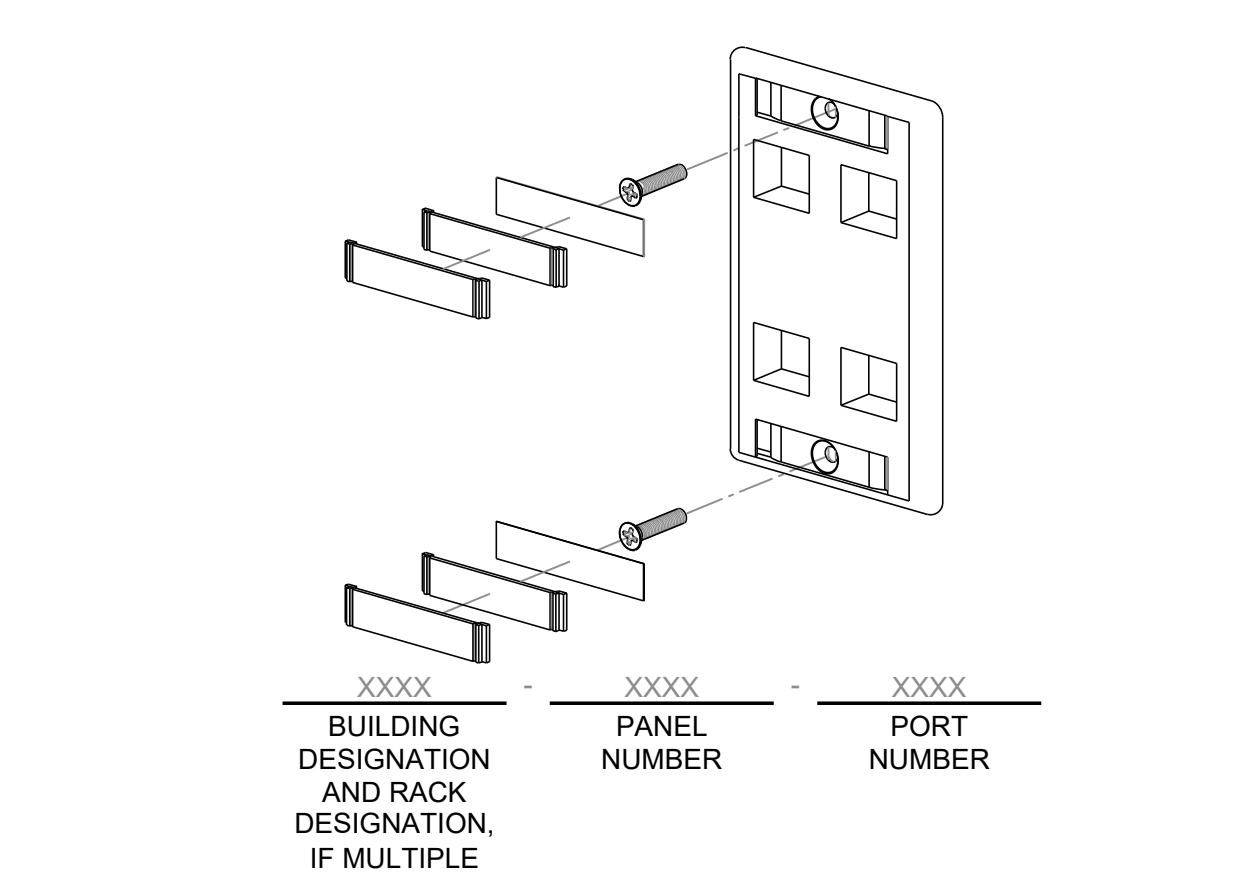
U.O.N.	UNLESS OTHERWISE NOTED
W.P.	WEATHERPROOF
W.G.	WIRE GUARD
[Symbol]	TERMINAL CABINET (SIZE AS SHOWN)
[Symbol]	CONDUIT RUN IN WALL OR ATTIC
[Symbol]	CONDUIT RUN IN FLOOR OR UG
[Symbol]	SMOKE/FIRE CABLE SLEEVE THRU WALL
[Symbol]	CONDUIT STUB - CAPPED AND LABELED
[Symbol]	HOMERUN CONDUIT TO NEAREST CROSS CONNECT OR SOUND EQUIPMENT RACK
[Symbol]	CONDUIT SLEEVE
(A) [Symbol]	DATA OUTLET IN WALL (18" U.O.N.)
(A) [Symbol]	DATA OUTLET IN CEILING WIRELESS ACCESS POINT (2' CAT6A CABLES)
(B) [Symbol]	INTERCOM SPEAKER, FLUSH MOUNTED IN T-BAR CEILING
(A) [Symbol]	IP CAMERA, CEILING MOUNTED
(A) [Symbol]	IP CAMERA, WALL MOUNTED

### SIGNAL SYMBOLS NOTES:

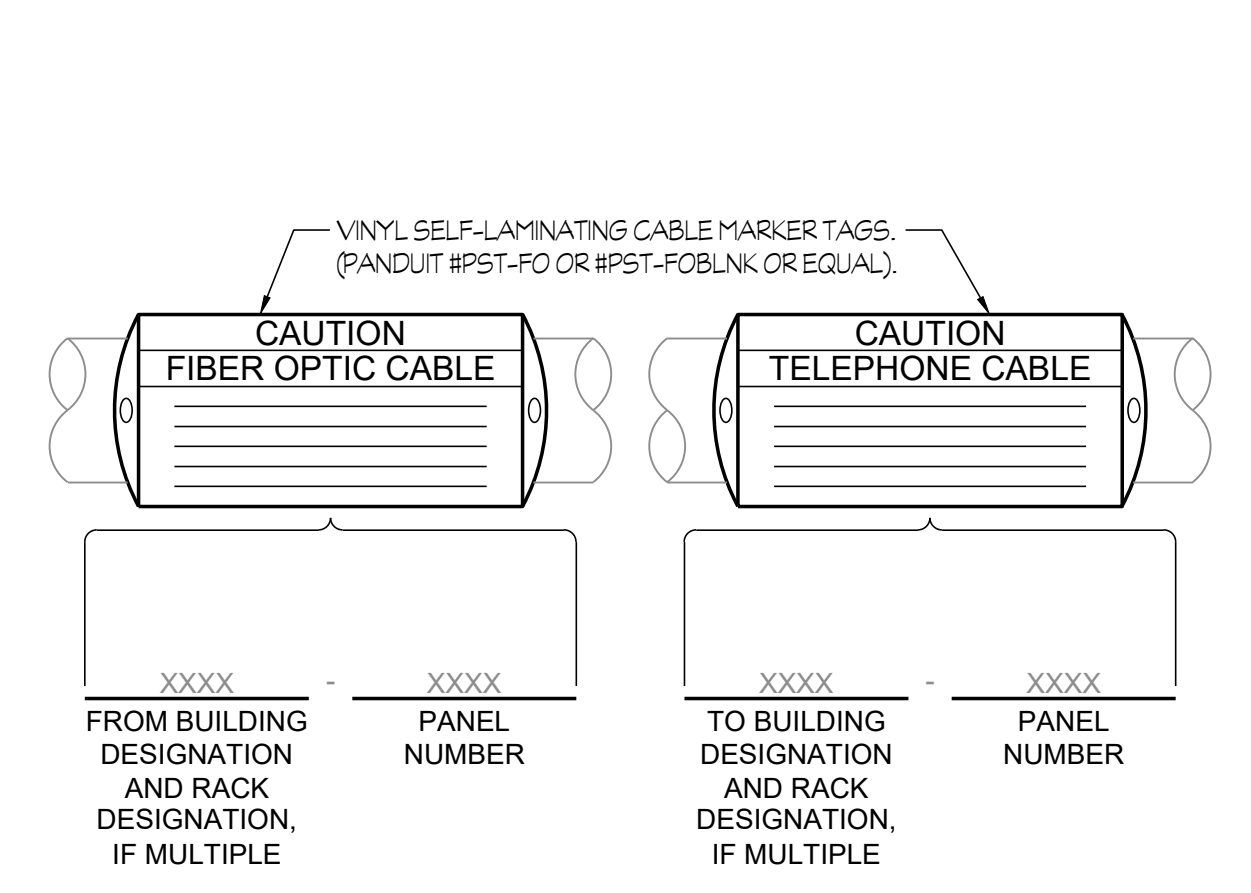
- (A) PROVIDE (2) CAT6 CABLES TO BUILDING IDF CABINET. AT AREAS WHERE WALLS ARE CLOSED, PROVIDE 45 BACKBOX AND FISH THROUGH EXISTING WALL CAVITY. AT AREAS WHERE WALLS ARE OPENED, ELECTRICAL CONTRACTOR SHALL PROVIDE A 5" SQUARE x 2 7/8" DEEP OUTLET BOX WITH SINGLE GANG RAISED RINGS. DEPTH AS REQUIRED. UNLESS OTHERWISE NOTED, RUN 1/2" I.D. FROM OUTLET BOX AND STUB INTO ACCESSIBLE ATTIC SPACE ABOVE T-BAR CEILING. PROVIDE AN INSULATING BUSHING, BRIDGEPORT #TWB-54 OR EQUAL, AT STUB.
- (B) ELECTRICAL CONTRACTOR SHALL PROVIDE SPECIAL BACKBOX PER HP6 AND T-BAR MOUNTING BAR WITH CABLE ATTACHMENT TO STRUCTURE ABOVE. REFER TO ARCHITECTURAL DETAIL #9/A8.01 FOR CABLE ATTACHMENT.



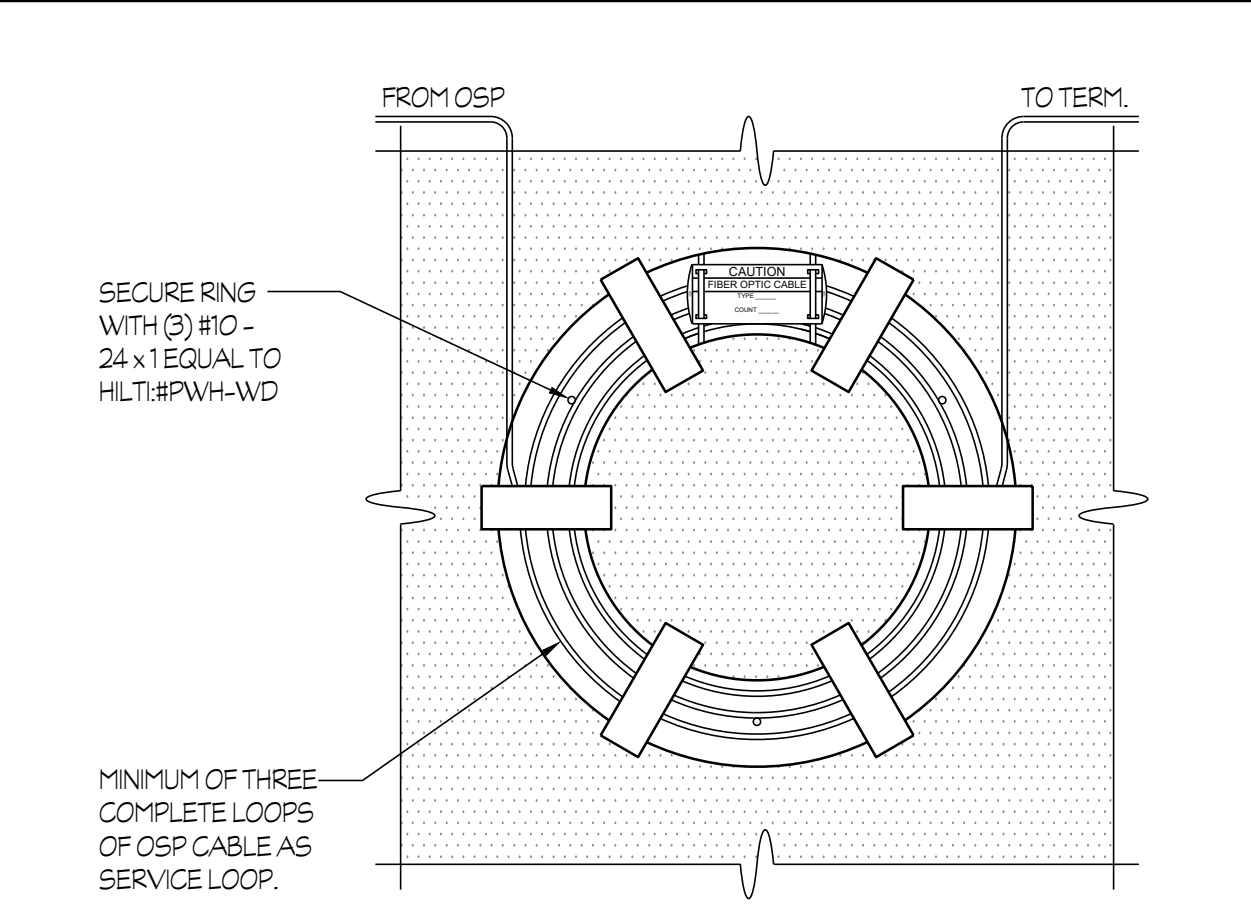
1 CABLE LINK IDENTIFIER LABELING FORMAT NTS



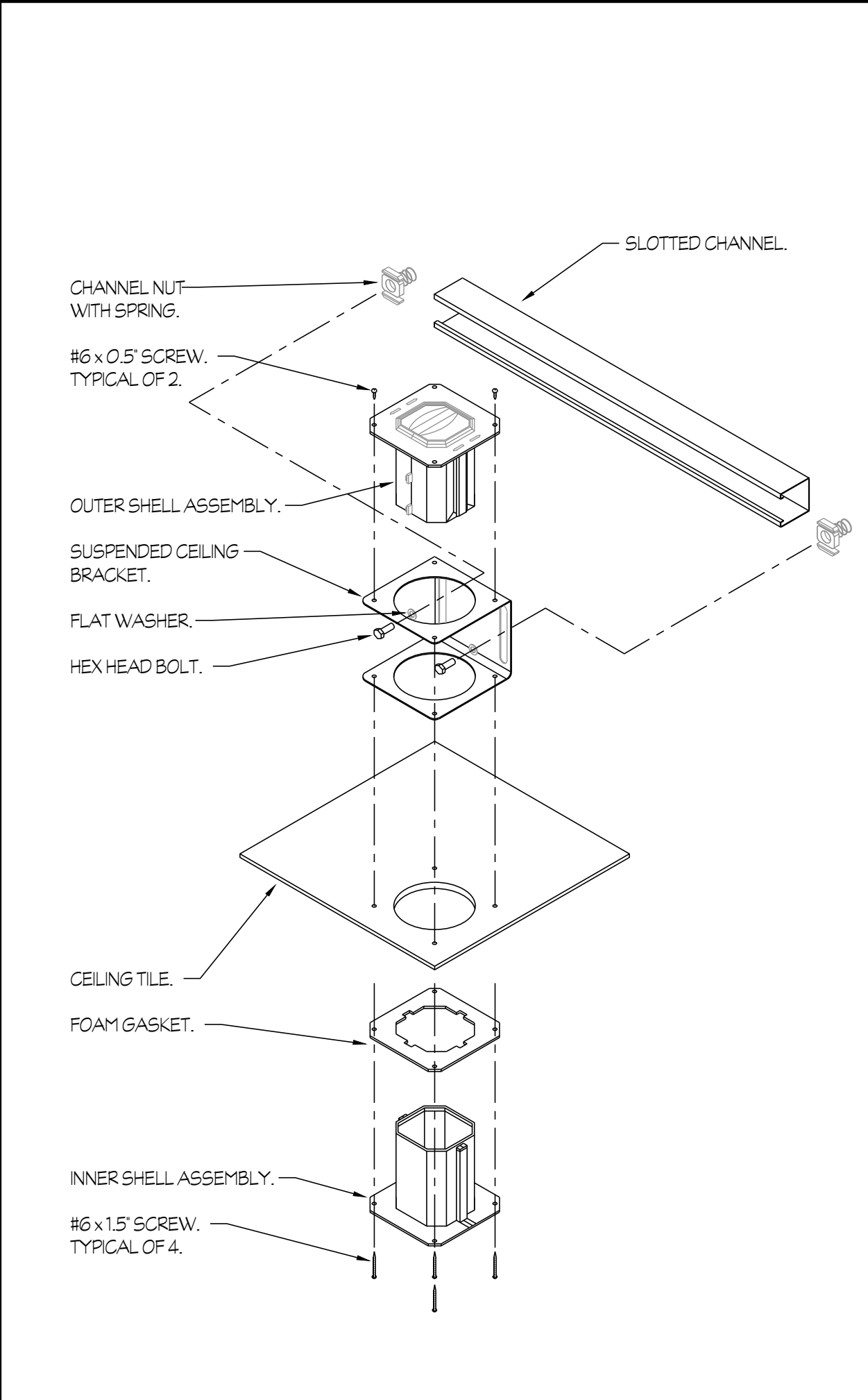
2 DATA OUTLET IDENTIFICATION MATRIX NTS



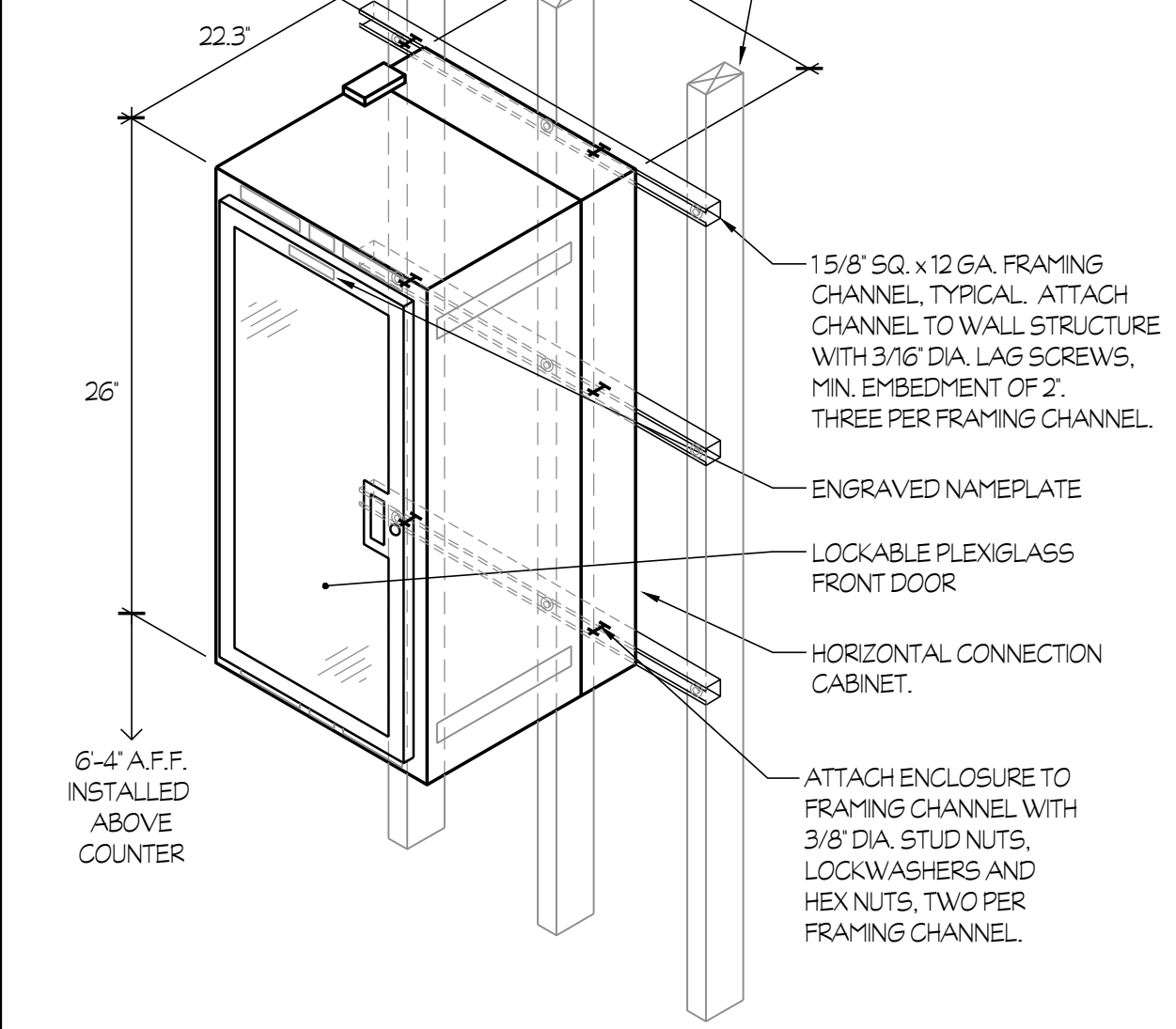
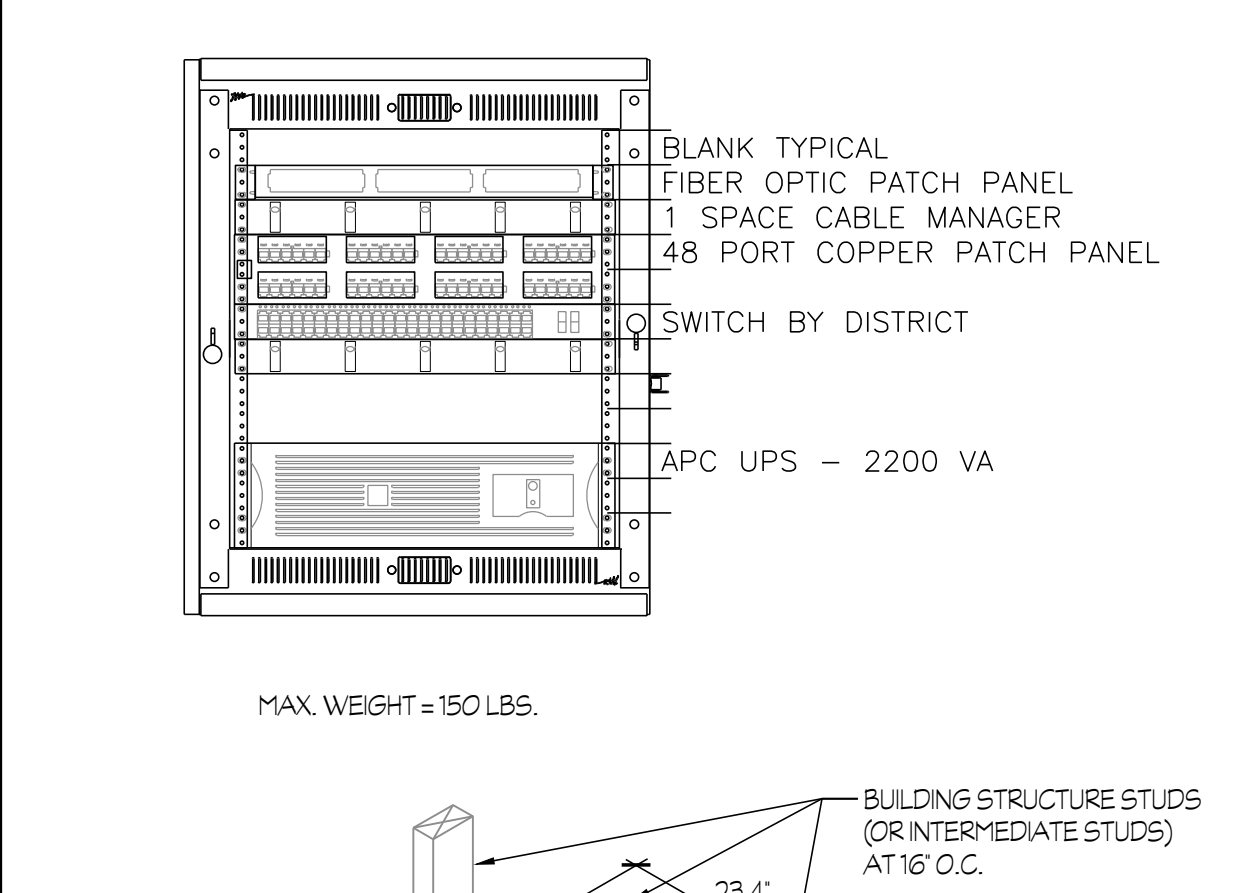
3 CABLE MARKER TAG NTS



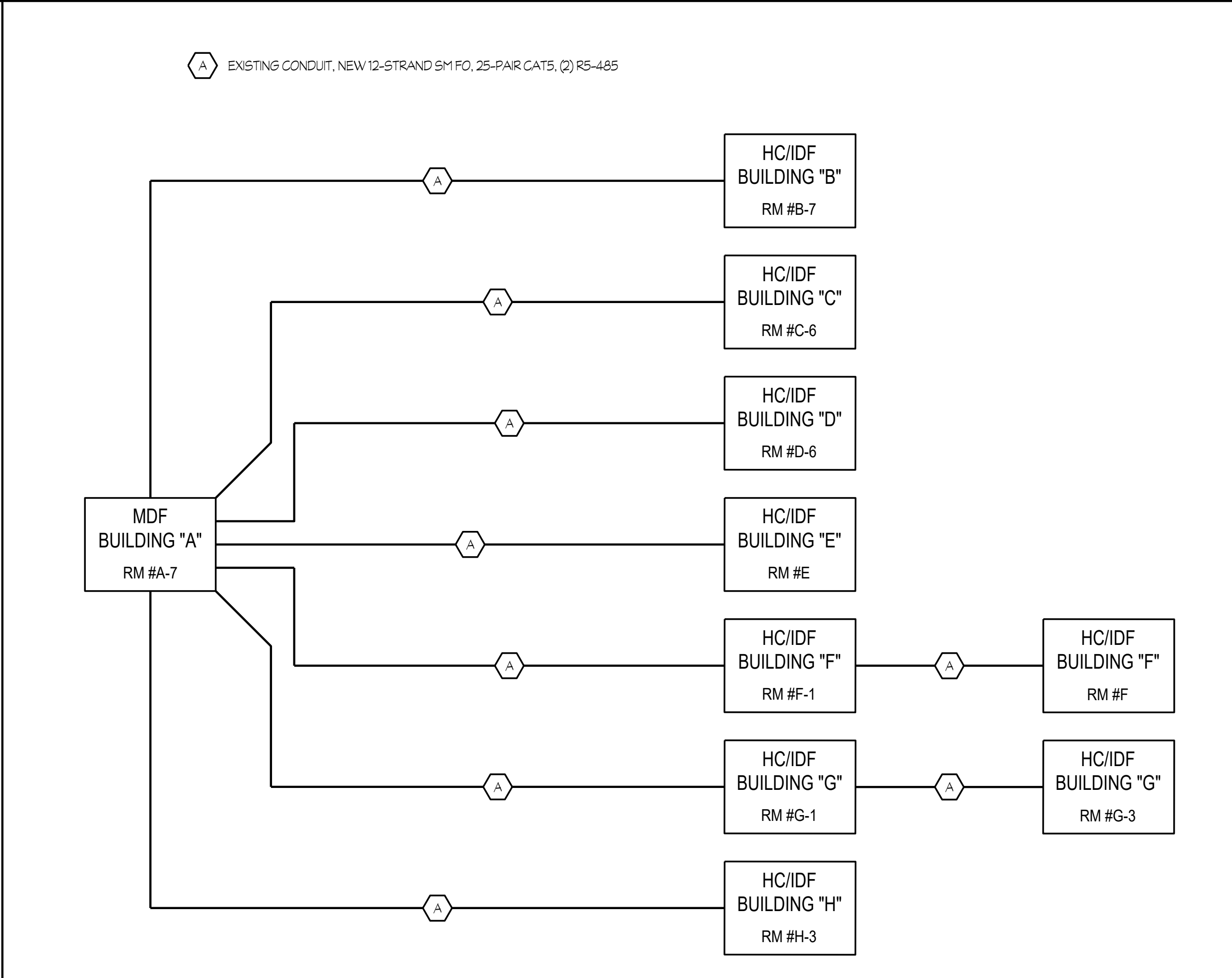
4 STORAGE RING FOR OSP CABLES NTS



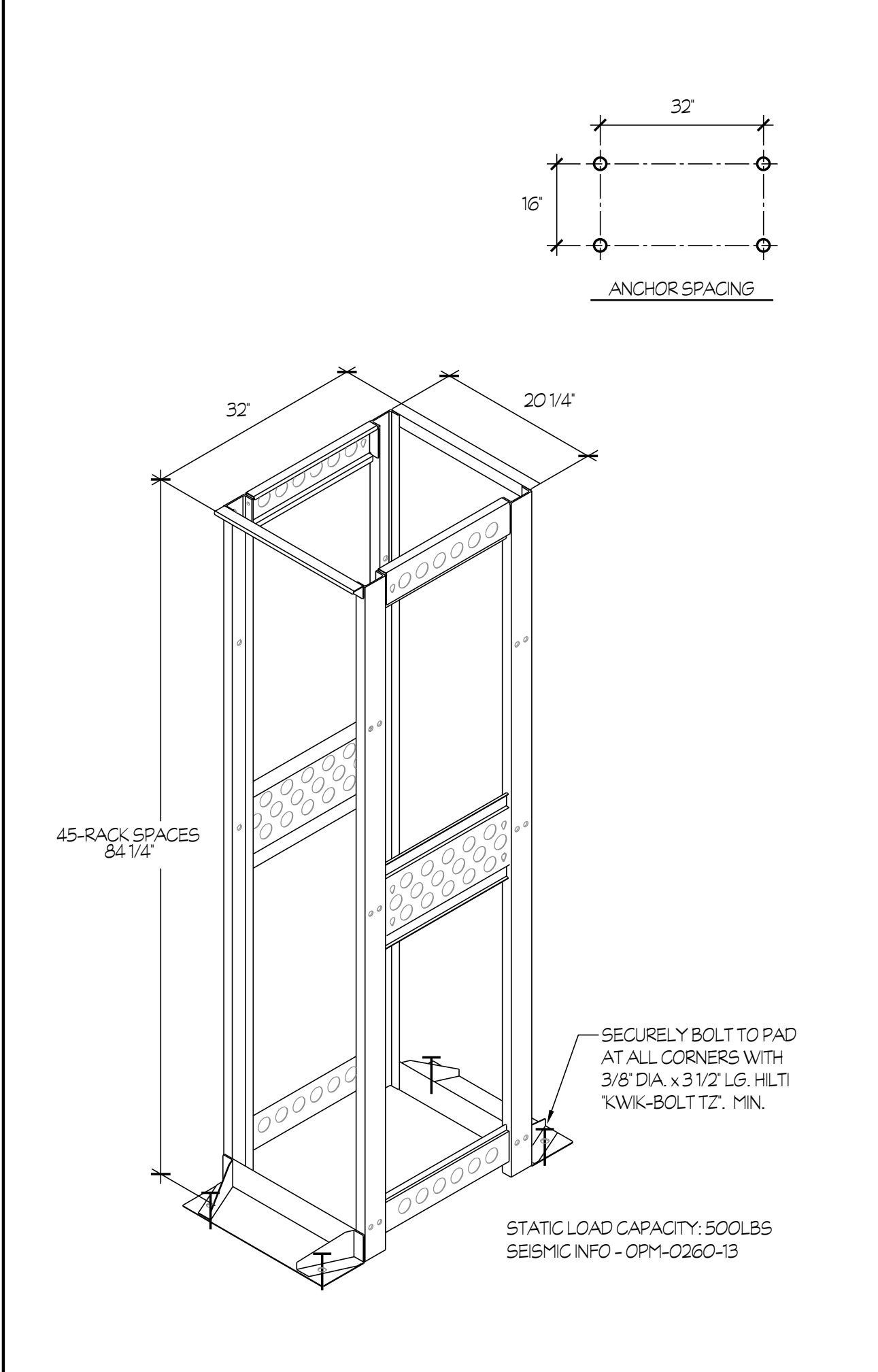
5 SMOKE AND ACOUSTICAL PATHWAY THRU CEILING KIT NTS



6 HORIZONTAL CONNECTION CABINET NTS



7 SIGNAL RISER DIAGRAM NTS



8 MDF - DATA FLOOR MOUNTED CABINET NTS

Owner:  
**BCSD**  
BAKERSFIELD CITY SCHOOL DISTRICT

**BAKERSFIELD CITY SCHOOL DISTRICT**  
1300 BAKER STREET  
BAKERSFIELD, CA 93309

Project Name:  
**CENTRAL PLANT REPLACEMENT**

Project Address:  
**WASHINGTON MIDDLE SCHOOL**  
1101 NOBLE AVENUE  
BAKERSFIELD, CA 93305

**integrated designs**  
by SOMAM, Inc.

**ARCHITECTURE ENGINEERING INTERIOR DESIGN**

6011 N. FRESNO STREET, SUITE 130  
FRESNO CALIFORNIA 93710  
P: (559) 436-0881 F: (559) 436-0887  
E: design@somam.com  
integrateddesigns.com

Stamp:  
Professional Engineer  
No. E-18786  
Exp. 01/01/25  
STATE OF CALIFORNIA

Sheet Title:  
**SIGNAL DETAILS**

Job No.: **5525**

Sheet No.: **E5.02**

Release: ADDENDUM #3 Issue Date: 03-28-2024

Rose Sing Eastham & Associates  
Electrical Consultants  
131 S. Sunnyside - (559) 733-2671  
Visalia, California 93292-6705