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NINE (9) MODULAR CLASSROOMS & ONE (1) RESTROOM

AT

FRANKLIN ELEMENTARY SCHOOL

FOR

BAKERSFIELD CITY SCHOOL DISTRICT

BAKERSFIELD, KERN COUNTY, CA.

DSA A#03-123703 FILE# 15-6

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT

APP: 03-123703 INC:

REVIEWED FOR

SS ☒ FLS ☒ ACS ☒

DATE: 02/20/2025

APPROVED

BAKERSFIELD CITY SCHOOL DISTRICT

By _____
Board Resolution

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Per BCSD

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NOTICE TO BIDDERS

1. Notice is hereby given that the governing board ("Board") of the Bakersfield City School District ("District") will receive sealed bids for the following project, Bid No. 1348, Bid Package (3) Modular Buildings (Nine (9) Classrooms and One (1) Restroom) at Franklin Elementary School ("Project" or "Contract").

2. The Project consists of:

The Scope of Work shall include all labor, materials & equipment as required and necessary for all site improvements, to include but not necessarily limited to demolition, gradings, drainage, concrete foundations, curbs, walks, underground utilities including electrical, sewer, fire alarm, all utility hook-ups and any and all other work as required and or indicated on these plans to site (3) Modular Buildings ((9) modular classrooms and (1) restroom) and coordinate with the modular building manufacturer for building installation to ensure a complete and functional project.

3. To bid on this Project, the Bidder is required to possess one or more of the following State of California contractors' license(s):

B

The Bidder's license(s) must remain active and in good standing throughout the term of the Contract.

4. To bid on this Project, the Bidder is required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
5. Contract Documents will be available on or after _____, 20____, for review at the District Facilities Office, and may be downloaded from the District's website, <http://mot.bcsd.com/Construction%20Consultants/>, using the [**"Facilities Projects and Information"**] link. In addition, Contract Documents are available for bidders' review at the following builders' exchanges:

A. Builder's Exchange of Kern County (661) 324-4921; <https://www.kcbex.com/>

6. Contract Documents are also available for purchase for _____ dollars (\$_____) at the District Facilities Office. This fee is refundable if the Contract Documents are returned in clean condition back to the District Facilities Office no later than ten (10) calendar days after the date of the bid opening.
7. Sealed bids will be received until _____ a.m./p.m., _____, 20____, at the District Facilities Office, 1501 Feliz Drive, Bakersfield, California 93307 at or after which time the bids will be opened and publicly read aloud. Any bid that is submitted after this time shall be nonresponsive and returned to the bidder. Any claim by a bidder of error in its bid must be made in compliance with section 5100 et seq. of the Public Contract Code.

8. Pursuant to Public Contract Code section 20111.6, only prequalified bidders will be eligible to submit a bid for contracts \$1 million or more using or planning to use state bond funds. Any bid submitted by a bidder who is not prequalified shall be non-responsive and returned unopened to the bidder. Moreover, any bid listing subcontractors holding C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43 or C-46 licenses who have not been prequalified shall be deemed nonresponsive.
9. All bids shall be on the form provided by the District. Each bid must conform and be responsive to all pertinent Contract Documents, including, but not limited to, the Instructions to Bidders.
10. A bid bond by an admitted surety insurer on the form provided by the District a cashier's check or a certified check, drawn to the order of the Bakersfield City School District, in the amount of ten percent (10%) of the total bid price, shall accompany the Bid Form and Proposal, as a guarantee that the Bidder will, within seven (7) calendar days after the date of the Notice of Award, enter into a contract with the District for the performance of the services as stipulated in the bid.
11. A mandatory/voluntary pre-bid conference and site visit will be held on _____, 20____, at ____m. at _____, California. All participants are required to sign in front of the _____ Building, _____, California. The site visit is expected to take approximately _____. Failure to attend or tardiness will render bid ineligible.
12. The successful Bidder shall be required to furnish a 100% Performance Bond and a 100% Payment Bond if it is awarded the Contract for the Work.
13. Pursuant to Education Code section 17550, the District is requiring the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.
14. The District has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The successful Bidder and its subcontractors shall be required to participate in and comply with the OCIP.
15. The successful Bidder may substitute securities for any monies withheld by the District to ensure performance under the Contract, in accordance with the provisions of section 22300 of the Public Contract Code.
16. The successful bidder will be required to certify that it either meets the Disabled Veteran Business Enterprise ("DVBE") goal of three percent (3%) participation or made a good faith effort to solicit DVBE participation in this Contract if it is awarded the Contract for the Work.

17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to section 1770 et seq. of the California Labor Code. Prevailing wage rates are also available from the District or on the Internet at: <<http://www.dir.ca.gov>>.
18. This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and subject to the requirements of Title 8 of the California Code of Regulations. The successful Bidder shall comply with all requirements of Division 2, Part 7, Chapter 1, Articles 1-5 of the Labor Code.
19. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, <http://mot.bcsd.com/Construction%20Consultants/>, using the [***Facilities Projects and Information***] link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
20. The Contractor and all Subcontractors under the Contractor shall comply with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol. Contractor shall further comply with the California Department of Public Health's August 11, 2021, Order requiring workers on District sites to be fully vaccinated against COVID-19, or else subject to weekly testing for COVID-19.
21. The District's Board has found and determined that the following item(s) shall be used on this Project based on the purpose(s) indicated. (Public Contract Code section 3400(c).) A particular material, product, thing, or service is designated by specific brand or trade name for the following purpose(s):
 - (1) In order that a field test or experiment may be made to determine the product's suitability for future use: _____.
 - (2) In order to match other products in use on a particular public improvement either completed or in the course of completion: _____.
 - (3) In order to obtain a necessary item that is only available from one source: _____.
 - (4) In order to respond to an emergency declared by a local agency: _____.
22. This Project is funded in whole or in part with federal funds, and therefore the Contractor shall comply with the Davis-Bacon Act, applicable reporting requirements, and any other

applicable requirements for federal funding. This Project is also subject to Buy American requirements.

23. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on:
 - A. The base bid amount only.
24. The Board reserves the right to reject any and all bids and/or waive any irregularity in any bid received. If the District awards the Contract, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

END OF SECTION

10/19/2023

INSTRUCTIONS TO BIDDERS

Bidders shall follow the instructions in this document, and shall submit all documents, forms, and information required for consideration of a bid.

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

1. Bids are requested for a general construction contract, or work described in general, for the following project ("Project" or "Contract"):

Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School

2. A Bidder and its subcontractors must possess the appropriate State of California contractors' license and must maintain the license throughout the duration of the project. Bidders must also be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code. Bids submitted by a contractor who is not properly licensed or registered shall be deemed nonresponsive and will not be considered.
3. The District has prequalified bidders pursuant to Public Contract Code section 20111.6 for contracts \$1 million or more using or planning to use state bond funds. Only prequalified bidders will be eligible to submit a bid for this Project. Any bid submitted by a bidder who is not prequalified shall be deemed nonresponsive and will not be considered. Moreover, any bid listing subcontractors holding _____ licenses who have not been prequalified shall be deemed nonresponsive.
4. District will receive sealed bids from bidders as stipulated in the Notice to Bidders.
 - a. All bids must be sealed in an envelope, marked with the name and address of the Bidder, name of the Project, the Project Number and/or bid number, and time of bid opening.
 - b. Bids must be submitted to the District Office by date and time shown in the Notice to Bidders.
 - c. Bids must contain all documents as required herein.
5. Bidders are advised that on the date that bids are opened, telephones will not be available at the District Offices for use by bidders or their representatives.
6. Bids will be opened at or after the time indicated for receipt of bids.
7. Bidders must submit bids on the documents titled Bid Form and Proposal, and must submit all other required District forms. Bids not submitted on the District's required forms shall be deemed nonresponsive and shall not be considered. Additional sheets required to fully respond to requested information are permissible.

8. Bidders shall not modify the Bid Form and Proposal or qualify their bids. Bidders shall not submit to the District a re-formatted, re-typed, altered, modified, or otherwise recreated version of the Bid Form and Proposal or other District-provided document.
9. Bids shall be clearly written and without erasure or deletions. District reserves the right to reject any bid containing erasures, deletions, or illegible contents.
10. Bidders must supply all information required by each Bid Document. Bids must be full and complete. District reserves the right in its sole discretion to reject any bid as nonresponsive as a result of any error or omission in the bid. Bidders must complete and submit all of the following documents with the Bid Form and Proposal:
 - a. Bid Bond on the District's form, or other security.
 - b. Designated Subcontractors List.
 - c. Site Visit Certification, if a site visit was required.
 - d. Non-Collusion Declaration.
 - e. Iran Contracting Act Certification, if contract value is \$1,000,000 or more.
 - f. Federal Debarment Certification.
 - g. Federal Byrd Anti-Lobbying Certification, if contract value is \$100,000 or more.
 - h. OCIP Insurance forms
11. Bidders must submit with their bids cash, a cashier's check or a certified check payable to District, or a bid bond by an admitted surety insurer of not less than ten percent (10%) of amount of Base Bid, plus all additive alternates ("Bid Bond"). If Bidder chooses to provide a Bid Bond as security, Bidder must use the required form of corporate surety provided by District. The Surety on Bidder's Bid Bond must be an insurer admitted in the State of California and authorized to issue surety bonds in the State of California. Bids submitted without necessary bid security will be deemed nonresponsive and will not be considered.
12. If Bidder to whom the Contract is awarded fails or neglects to enter into the Contract and submit required bonds, insurance certificates, and all other required documents, within **fourteen (14)** calendar days after the date of the Notice of Award, District may deposit Bid Bond, cash, cashier's check, or certified check for collection, and proceeds thereof may be retained by District as liquidated damages for failure of Bidder to enter into Contract, in the sole discretion of District. It is agreed that calculation of damages District may suffer as a result of Bidder's failure to enter into the Contract would be extremely difficult and impractical to determine and that the amount of the Bidder's required bid security shall be the agreed and conclusively presumed amount of damages.
13. Bidders must submit with the bid the Designated Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in excess of one

half of one percent (0.5%) of total bid. Failure to submit this list when required by law shall result in bid being deemed nonresponsive and the bid will not be considered.

14. All of the listed subcontractors are required to be registered as a public works contractor with the Department of Industrial Relations pursuant to the Labor Code.
 - a. An inadvertent error in listing the California contractor license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - b. An inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (1) The subcontractor is registered prior to the bid opening.
 - (2) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
15. If a mandatory pre-bid conference and site visit ("Site Visit") is required as referenced in the Notice to Bidders, then Bidders must submit the Site Visit Certification with their Bid. District will transmit to all prospective Bidders of record such Addenda as District in its discretion considers necessary in response to questions arising at the Site Visit. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued by the District as a result of the Site Visit, if any, shall constitute the sole and exclusive record and statement of the results of the Site Visit.
16. Bidders shall submit the Non-Collusion Declaration with their bids. Bids submitted without the Non-Collusion Declaration shall be deemed nonresponsive and will not be considered.
17. The Contractor and all Subcontractors under the Contractor shall pay all workers on all work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the Department of Industrial Relations, are available upon request at the District's principal office. Prevailing wage rates are also available on the internet at <http://www.dir.ca.gov>.

Since the Project is funded in whole or in part with federal funds, the Contractor and all Subcontractors under the Contractor shall comply with the Davis-Bacon Act, applicable

reporting requirements, and any other applicable requirements for federal funding. If a conflict exists with a state requirement, the more stringent provision shall control.

18. The District has entered into a Project Labor Agreement that is applicable to this Project. A copy of the Project Labor Agreement is available for review at the District Facilities Office and may be downloaded from the District's website, <http://mot.bcsd.com/Construction%20Consultants/>, using the [**"Facilities Projects and Information"**] link. The successful bidder and all subcontractors will be required to agree to be bound by the Project Labor Agreement.
19. Pursuant to Education Code section 17550, the District is requiring the Bidder to purchase and to remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The board shall let the contract to any responsible bidder whose net bid is the lowest, or shall reject all bids.
20. The District has elected to provide an owner-controlled or wrap-up insurance program ("OCIP"). The policy limits, known exclusions, and the length of time the policy is intended to remain in effect provided by the OCIP are described in the OCIP Manual. The District will require all bidders at a minimum to have no serious and willful violations of Labor Code section 6300 et seq., have a workers' compensation experience modification factor of 1.00 or less, and have an injury prevention program instituted pursuant to Labor Code sections 3201.5 or 6401.7 .
21. Section 17076.11 of the Education Code requires school districts using funds allocated pursuant to the State of California School Facility Program for the construction and/or modernization of school building(s) to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended on projects that receive state funding or demonstrate its good faith effort to solicit DVBE participation in this Contract. In order to meet this requirement by demonstrating a good faith effort, Bidder must advertise for DVBE-certified subcontractors and suppliers before submitting its Bid. For any project that is at least partially state-funded, the lowest responsive responsible Bidder awarded the Contract must submit certification of compliance with the procedures for implementation of DVBE contracting goals with its signed Agreement. DVBE Certification form is attached. Do not submit this form with your Bid.
22. Submission of bid signifies careful examination of Contract Documents and complete understanding of the nature, extent, and location of Work to be performed. Bidders must complete the tasks listed below as a condition to bidding, and submission of a bid shall constitute the Bidder's express representation to District that Bidder has fully completed the following:
 - a. Bidder has visited the Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress,

performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

- b. Bidder has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by Bidder for such purposes;
- c. Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Documents;
- d. Bidder has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution(s) thereof by the District is/are acceptable to Bidder;
- e. Bidder has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that Bidder believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
- f. Bidder must, prior to bidding, perform the work, investigations, research, and analysis required by this document and that Bidder represented in its Bid Form and Proposal and the Agreement that it performed prior to bidding. Contractor under this Contract is charged with all information and knowledge that a reasonable bidder would ascertain from having performed this required work, investigation, research, and analysis. Bid prices must include entire cost of all work "incidental" to completion of the Work.
- g. Conditions Shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in good faith. However, District only warrants, and Bidder may only rely, on the accuracy of limited types of information.
 - (1) As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation

and Bidder is required to make such verification as a condition to bidding. In submitting its Bid, Bidder shall rely on the results of its own independent investigation. In submitting its Bid, Bidder shall not rely on District-supplied information regarding above-ground conditions or as-built conditions.

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

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

- (1) Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Site that have been utilized by Architect in preparing the Contract Documents; and
- (2) Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site that has been utilized by Architect in preparing the Contract Documents.
- (3) These reports and drawings are **not** Contract Documents and, except for any "technical" data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, Bidder may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, Bidder must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District.

23. Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Bidder may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified. The District is not responsible and/or liable in any way for a Contractor's damages and/or claims related, in any way, to that Contractor's basing its bid on any requested substitution that the District has not approved in advance and in writing. Contractors and materials suppliers who submit requests for substitutions prior to the award of the Contract must do so in writing and in compliance with Public Contract Code section 3400. All requests must comply with the following:

- a. District must receive any notice of request for substitution of a specified item a minimum of **TEN (10)** calendar days prior to bid opening. The Successful Bidder will not be allowed to substitute specified items unless properly noticed.
 - b. Within 35 days after the date of the Notice of Award, the Successful Bidder shall submit data substantiating the request(s) for all substitution(s) containing sufficient information to assess acceptability of product or system and impact on Project, including, without limitation, the requirements specified in the Special Conditions and the Specifications. Insufficient information shall be grounds for rejection of substitution.
 - c. Approved substitutions, if any, shall be listed in Addenda. District reserves the right not to act upon submittals of substitutions until after bid opening.
 - d. Substitutions may be requested after Contract has been awarded only if indicated in and in accordance with requirements specified in the Special Conditions and the Specifications.
24. Bidders may examine any available “as-built” drawings of previous work by giving District reasonable advance notice. District will not be responsible for accuracy of “as-built” drawings. The document entitled Existing Conditions applies to all supplied “as-built” drawings.
25. All questions about the meaning or intent of the Contract Documents are to be directed via email to the District to Robert VanTassel at vantasselr@bcsd.com. Interpretations or clarifications considered necessary by the District in response to such questions will be issued in writing by Addenda and emailed, faxed, mailed, or delivered to all parties recorded by the District as having received the Contract Documents or posted on the District’s website at <http://mot.bcsd.com/Construction%20Consultants/>. Questions received less than **SEVEN (7)** calendar days prior to the date for opening bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.
26. Addenda may also be issued to modify other parts of the Contract Documents as deemed advisable by the District.
27. Each Bidder must acknowledge each Addendum in its Bid Form and Proposal by number or its Bid shall be considered non-responsive. Each Addendum shall be part of the Contract Documents. A complete listing of Addenda may be secured from the District.
28. This Contract may include alternates. Alternates are defined as alternate products, materials, equipment, systems, methods, or major elements of the construction that may, at the District's option and under terms established in the Contract and pursuant to section 20103.8 of the Public Contract Code, be selected for the Work.
29. The District shall award the Contract, if it awards it at all, to the lowest responsive responsible bidder based on the criteria as indicated in the Notice to Bidders. In the event two or more responsible bidders submit identical bids, the District shall select the Bidder to whom to award the Contract by lot.

30. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of figures or numerals.
31. Bidders in contention for contract awards shall be required to attend a Post-Bid interview, which will be set within three (3) calendar days following bid opening. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.
32. Any bid protest by any Bidder regarding any other bid must be submitted in writing to the District, before 5:00 p.m. of the **THIRD (3rd)** business day following bid opening.
- a. Only a Bidder who has actually submitted a bid, and who could be awarded the Contract if the bid protest is upheld, is eligible to submit a bid protest. Subcontractors are not eligible to submit bid protests. A Bidder may not rely on the bid protest submitted by another Bidder.
 - b. A bid protest must contain a complete statement of any and all bases for the protest and all supporting documentation. Materials submitted after the bid protest deadline will not be considered.
 - c. The protest must refer to the specific portions of all documents that form the basis for the protest.
 - (1) Without limitation to any other basis for protest, an inadvertent error in listing the California contractor's license number on the Designated Subcontractors List shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the correct contractor's license number is submitted to the District within 24 hours after the bid opening and the corrected number corresponds with the submitted name and location for that subcontractor.
 - (2) Without limitation to any other basis for protest, an inadvertent error listing an unregistered subcontractor shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive provided that any of the following apply:
 - (i) The subcontractor is registered prior to the bid opening.
 - (ii) The subcontractor is registered and has paid the penalty registration fee within 24 hours after the bid opening.
 - (iii) The subcontractor is replaced by another registered subcontractor pursuant to Public Contract Code section 4107.
 - d. The protest must include the name, address and telephone number of the person representing the protesting party.

- e. The party filing the protest must concurrently transmit a copy of the protest and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
 - f. The procedure and time limits set forth in this paragraph are mandatory and are each bidder's sole and exclusive remedy in the event of bid protest. Failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.
33. The Bidder to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **SEVENTH (7th)** calendar day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles District to reject the bid as nonresponsive.
- a. Agreement: To be executed by successful Bidder. Submit four (4) 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 and 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. Buy American Certification.

- p. Roofing Project Certification: from Contractor, Material Manufacturer and/or Vendor.
 - q. Registered Subcontractors List: Must include Department of Industrial Relations (DIR) registration number of each subcontractor for all tiers.
34. Time for Completion: 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.
- a. In the event that the District desires to postpone issuing the Notice to Proceed beyond this 90-day period, it is expressly understood that with reasonable notice to the Contractor, the District may postpone issuing the Notice to Proceed.
 - b. 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 beyond a 90-day period. If the Contractor believes that a postponement of issuance of the Notice to Proceed will cause a hardship to the Contractor, the Contractor may terminate the Contract. Contractor's termination due to a postponement beyond this 90-day period shall be by written notice to District within **TEN (10)** calendar days after receipt by Contractor of District's notice of postponement.
 - c. It is further understood by the 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 and which the District had in writing authorized Contractor to perform prior to issuing a Notice to Proceed.
 - d. Should the 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.
35. District reserves the right to reject any or all bids, including without limitation the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional bids, to re-bid, and to reject the bid of any bidder if District believes that it would not be in the best interest of the District to make an award to that bidder, whether because the bid is not responsive or the bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by District. District also reserves the right to waive any inconsequential deviations or irregularities in any bid. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and/or enhanced prices for other work items.
36. It is the policy of the District that no qualified person shall be excluded from participating in, be denied the benefits of, or otherwise be subjected to discrimination in any consideration leading to the award of contract, based on race, color, gender, sexual orientation, political affiliation, age, ancestry, religion, marital status, national origin, medical condition or disability. The Successful Bidder and its subcontractors shall comply

with applicable federal and state laws, including, but not limited to the California Fair Employment and Housing Act, beginning with Government Code section 12900, and Labor Code section 1735.

37. Prior to the award of Contract, District reserves the right to consider the responsibility of the Bidder. District may conduct investigations as District deems necessary to assist in the evaluation of any bid and to establish the responsibility, including, without limitation, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to District's satisfaction within the prescribed time.
38. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol, and such costs shall be included in the bid as an allowance. Any unused portion of the allowance designated for COVID-19 or other public health emergency/epidemic/pandemic compliance will revert back to the District documented by a deductive change order.

END OF SECTION

12/13/2022

DOCUMENT 00 21 13.1

BIDDER INFORMATION AND FORMS

**[INTENTIONALLY LEFT BLANK UNLESS PROVIDED IN SPECIAL CONDITIONS
– SEPARATE PREQUALIFICATION PROCESS RECOMMENDED]**

END OF DOCUMENT

BID FORM AND PROPOSAL

To: Governing Board of the Bakersfield City School District ("District" or "Owner")

From: _____
(Proper Name of Bidder)

The undersigned declares that Bidder has read and understands the Contract Documents, including, without limitation, the Notice to Bidders and the Instructions to Bidders, and agrees and proposes to furnish all necessary labor, materials, and equipment to perform and furnish all work in accordance with the terms and conditions of the Contract Documents, including, without limitation, the Drawings and Specifications of Bid No. _____, for the following project known as:

Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School

("Project" or "Contract") and will accept in full payment for that Work the following total lump sum amount, all taxes included:

_____ dollars \$ _____
BASE BID
<i>Bidder acknowledges and agrees that the Base Bid accounts for any and all Allowance(s), Total Cost for Unit Prices, and OCIP excluded costs.</i>

Additive/Deductive Alternates:

Alternate #1

_____ dollars \$ _____
Additive/Deductive

Descriptions of alternates are primarily scope definitions and do not necessarily detail the full range of materials and processes needed to complete the construction.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Additional Detail Regarding Calculation of Base Bid

1. **Unit Prices.** The Bidder's Base Bid includes the following unit prices, which the Bidder must provide and the District may, at its discretion, utilize in valuing additive and/or deductive change orders (Unit Prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and suppliers):

SCHEDULE OF UNIT PRICES

<u>Item No.</u>	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Total Cost = Unit Price x Estimated Quantity (Included in Base Bid)</u>
				\$ _____	\$ _____
				\$ _____	\$ _____

Where scope of Work is decreased, all Work pertaining to the item, whether specifically stated or not, shall be omitted, and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intentions of the Drawings and Specifications shall be included in the above agreed-upon price amount.

2. **Allowance.** The Bidder's Base Bid and each alternate shall include a ten percent (10%) allowance for Unforeseen Conditions and complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic.

The above allowance shall only be allocated for unforeseen items or COVID-19 or other public health emergency/epidemic/pandemic compliance relating to the Work. Contractor shall not bill for or be due any portion of this 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 prepared an Allowance Expenditure Directive incorporating that work. 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. Any unused portion of the allowance will revert back to the District documented by a deductive change order.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

3. **Purchase Price of Old Material.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that pursuant to Education Code section 17550, that it will purchase and remove from the school grounds all old materials required by the specifications to be removed from any existing school building on the same school grounds and not required for school purposes and to state in his or her bid the amount which he or she will deduct from the price bid for the work as the purchase price of the old materials. The deducted amount must be shown separately below:

Deducted Purchase Price of Old Material

_____ dollars \$ _____
Deductive

4. **OCIP.** Bidder specifically acknowledges and understands that if it is awarded the Contract, that it and its subcontractors shall participate in and comply with the owner-controlled or wrap-up insurance program (OCIP). Bidder and all of its subcontractors are required to exclude the cost of insurance provided by the OCIP from its bid price for the proposed scope of work, including subcontracted work whether or not the subcontractor is identified at the time of the bid. The excluded amount must be shown separately below:

Excluded Cost of Insurance

_____ dollars \$ _____
Deductive

5. The undersigned has reviewed the Work outlined in the Contract Documents and fully understands the scope of Work required in this Proposal, understands the construction and project management function(s) is described in the Contract Documents, and that each Bidder who is awarded a contract shall be in fact a prime contractor, not a subcontractor, to the District, and agrees that its Proposal, if accepted by the District, will be the basis for the Bidder to enter into a contract with the District in accordance with the intent of the Contract Documents.
6. The undersigned has notified the District in writing of any discrepancies or omissions or of any doubt, questions, or ambiguities about the meaning of any of the Contract Documents, and has contacted the Construction Manager before bid date to verify the issuance of any clarifying Addenda.
7. The undersigned agrees to commence work under this Contract on the date established in the Contract Documents and to complete all work within the time specified in the Contract Documents.

8. The liquidated damages clause of the General Conditions and Agreement is hereby acknowledged.
9. It is understood that the District reserves the right to reject this bid and that the bid shall remain open to acceptance and is irrevocable for a period of ninety (90) days.
10. The following documents are attached hereto:
- Bid Bond on the District's form or other security
 - Designated Subcontractors List
 - Site Visit Certification
 - Non-Collusion Declaration
 - Iran Contracting Act Certification
 - OCIP Insurance forms
11. Receipt and acceptance of the following Addenda is hereby acknowledged:

No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____
No. _____, Dated _____	No. _____, Dated _____

12. Bidder acknowledges that the license required for performance of the Work is a _____ license.
13. Bidder hereby certifies that Bidder is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the Work.
14. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with all requirements of the Department of Industrial Relations.
15. Bidder hereby certifies that its bid includes sufficient funds to permit Bidder to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that Bidder will comply with the provisions of Labor Code section 2810(d) if awarded the Contract
16. [Bidder agrees to comply with all requirements of the Project Labor Agreement].
17. Bidder specifically acknowledges and understands that if it is awarded the Contract, that it shall perform the Work of the Project while complying with the Davis Bacon Act, applicable reporting requirements, and any and all other applicable requirements for federal funding. If a conflict exists, the more stringent requirement shall control.
18. Bidder represents that it is competent, knowledgeable, and has special skills with respect to the nature, extent, and inherent conditions of the Work to be performed. Bidder further acknowledges that there are certain peculiar and inherent conditions

existent in the construction of the Work that may create, during the Work, unusual or peculiar unsafe conditions hazardous to persons and property.

19. Bidder expressly acknowledges that it is aware of such peculiar risks and that it has the skill and experience to foresee and to adopt protective measures to adequately and safely perform the Work with respect to such hazards.
20. Bidder expressly acknowledges that it is familiar with and capable of complying with applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic including, if required, preparing, posting, and implementing a Social Distancing Protocol.
21. Bidder expressly acknowledges that it is aware that if a false claim is knowingly submitted (as the terms "claim" and "knowingly" are defined in the California False Claims Act, Gov. Code, § 12650 et seq.), the District will be entitled to civil remedies set forth in the California False Claim Act. It may also be considered fraud and the Contractor may be subject to criminal prosecution.
22. The undersigned Bidder certifies that it is, at the time of bidding, and shall be throughout the period of the Contract, licensed by the State of California to do the type of work required under the terms of the Contract Documents and registered as a public works contractor with the Department of Industrial Relations. Bidder further certifies that it is regularly engaged in the general class and type of work called for in the Contract Documents.

Furthermore, Bidder hereby certifies to the District that all representations, certifications, and statements made by Bidder, as set forth in this bid form, are true and correct and are made under penalty of perjury.

Dated this _____ day of _____ 20 ____

Name of Bidder: _____

Type of Organization: _____

Signature: _____

Print Name: _____

Title: _____

Address of Bidder: _____

Taxpayer Identification No. of Bidder: _____

Telephone Number: _____

Fax Number: _____

E-mail: _____ Web Page: _____

Contractor's License No(s): No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

No.: _____ Class: _____ Expiration Date: _____

Public Works Contractor Registration No.: _____

END OF DOCUMENT

BID BOND

(Note: If Bidder is providing a bid bond as its bid security, Bidder must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

That the undersigned, _____, as Principal ("Principal"),

and _____, as Surety ("Surety"), a corporation organized and existing under and by virtue of the laws of the State of California and authorized to do business as a surety in the State of California, are held and firmly bound unto the Bakersfield City School District ("District") of Kern County, State of California, as Obligee, in an amount equal to ten percent (10%) of the Base Bid plus alternates, in the sum of

_____ Dollars (\$ _____)

lawful money of the United States of America, for the payment of which sum well and truly to be made, we, and each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted a bid to the District for all Work specifically described in the accompanying bid for the following project: Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Project" or "Contract").

NOW, THEREFORE, if the Principal is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to Principal for signature, enters into a written contract, in the prescribed form in accordance with the bid, and files two bonds, one guaranteeing faithful performance and the other guaranteeing payment for labor and materials as required by law, and meets all other conditions to the Contract between the Principal and the Obligee becoming effective, or if the Principal shall fully reimburse and save harmless the Obligee from any damage sustained by the Obligee through failure of the Principal to enter into the written contract and to file the required performance and labor and material bonds, and to meet all other conditions to the Contract between the Principal and the Obligee becoming effective, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect. The full payment of the sum stated above shall be due immediately if Principal fails to execute the Contract within seven (7) days of the date of the District's Notice of Award to Principal.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation under this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or the call for bids, or to the work, or to the specifications.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorneys' fee to be fixed by the Court.

If the District awards the bid, the security of unsuccessful bidder(s) shall be returned within sixty (60) days from the time the award is made. Unless otherwise required by law, no bidder may withdraw its bid for ninety (90) days after the date of the bid opening.

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

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach Power of Attorney and Certificate of Authority for Surety and a Notarial Acknowledgment for all Surety's signatures. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

END OF DOCUMENT

DESIGNATED SUBCONTRACTORS LIST
(Public Contact Code Sections 4100-4114)

PROJECT: Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School

Bidder acknowledges and agrees that it must clearly set forth below the name, location and California contractor license number of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the Work or who will specially fabricate and install a portion of the Work according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of one percent (0.5%) of Bidder's total Base Bid and the kind of Work that each will perform. Vendors or suppliers of materials only do not need to be listed.

Bidder acknowledges and agrees that, if Bidder fails to list as to any portion of Work, or if Bidder lists more than one subcontractor to perform the same portion of Work, Bidder must perform that portion itself or be subjected to penalty under applicable law. In case more than one subcontractor is named for the same kind of Work, state the portion of the kind of Work that each subcontractor will perform.

If alternate bid(s) is/are called for and Bidder intends to use subcontractors different from or in addition to those subcontractors listed for work under the Base Bid, Bidder must list subcontractors that will perform Work in an amount in excess of one half of one percent (0.5%) of Bidder's total Base Bid plus alternate(s).

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

CA Cont. Lic. #: _____ Location: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

SITE VISIT CERTIFICATION

TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID
IF SITE VISIT WAS MANDATORY

PROJECT: Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School

Check option that applies:

_____ I certify that I visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

_____ I certify that _____ (Bidder's representative) visited the Site of the proposed Work, received the attached _____ pages of information, and became fully acquainted with the conditions relating to construction and labor. The Bidder's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Bidder fully indemnifies the Bakersfield City School District, its Architect, its Engineers, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damage, or omissions, related to conditions that could have been identified during my visit and/or the Bidder's representative's visit to the Site.

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

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

ATTACHMENTS:

- 1.**
- 2.**
- 3.**

END OF DOCUMENT

**NON-COLLUSION DECLARATION
(Public Contract Code Section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]
at _____, _____.
[City] [State]

Date: _____

Proper Name of Bidder: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Sections 2202-2208)

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

- ☐ **OPTION 1.** Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.
- ☐ **OPTION 2.** Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

Labor Code section 3700, in relevant part, provides:

Every employer except the State shall secure the payment of compensation in one or more of the following ways:

- a. By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state; and/or
- b. By securing from the Director of Industrial Relations a certificate of consent to self-insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees.

I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

(In accordance with Labor Code sections 1860 and 1861, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

**DISABLED VETERAN BUSINESS
ENTERPRISE PARTICIPATION CERTIFICATION**

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

GENERAL INSTRUCTIONS

Section 17076.11 of the Education Code requires school districts using, or planning to use, funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%) per year of the overall dollar amount expended each year by the school district on projects that receive state funding. Therefore, the lowest responsive responsible Bidder awarded the Contract must submit this document to the District with its executed Agreement, identifying the steps contractor took to solicit DVBE participation in conjunction with this Contract. **Do not submit this form with your bids.**

PART I – Method of Compliance with DVBE Participation Goals. Check the appropriate box to indicate your method of committing the contract dollar amount.

YOUR BUSINESS ENTERPRISE IS:	AND YOU WILL	AND YOU WILL
A. <input type="checkbox"/> Disabled veteran owned and your forces will perform at least 3% of this Contract	Include a copy of your DVBE letter from Office of Small Business and Disabled Veterans Business Enterprise Services ("OSDS")*	Complete Part 1 of this form and the Certification
B. <input type="checkbox"/> Disabled veteran owned but is unable to perform 3% of this Contract with your forces	Use DVBE subcontractors /suppliers to bring the Contract participation to at least 3%	Include a copy of each DVBE's letter from OSDS (including yours, if applicable), and complete Part 1 of this form and the Certification
C. <input type="checkbox"/> NOT disabled veteran owned	Use DVBE subcontractors /suppliers for at least 3% of this Contract	
D. <input type="checkbox"/> Unable to meet the required participation goals after good faith efforts	Make good faith efforts, including contacts, advertisement and DVBE solicitation	Complete all of this form and the Certification

* A DVBE letter from OSDS is obtained from the participating DVBE.

You must complete the following table to show the dollar amount of DVBE participation:

	TOTAL CONTRACT PRICE
A. Prime Bidder, if DVBE (own participation)	\$
B. DVBE Subcontractor or Supplier	
1.	
2.	
3.	
4.	
C. Subtotal (A & B)	
D. Non-DVBE	
E. Total Bid	

PART II – Contacts. To identify DVBE subcontractors/suppliers for participation in your contract, you must contact each of the following categories. You should contact several DVBE organizations.

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. The District, if any			*
2. OSDS, provides assistance locating DVBEs at https://caleprocure.ca.gov/pages/PublicSearch/supplier-search.aspx	(916) 375-4940		*
3. DVBE Organization (List)			*

*Write "recorded message" in this column, if applicable.

PART III – Advertisement. You must advertise for DVBE participation in both a trade and focus paper. List the advertisement you place to solicit DVBE participation. Advertisements should be published at least fourteen (14) days prior to bid/proposal opening; if you cannot advertise fourteen (14) days prior, advertisements should be published as soon as possible. Advertisements must include that your firm is seeking DVBE participation, the project name and location, and your firm’s name, your contact person, and telephone number. Attach copies of advertisements to this form.

FOCUS/TRADE PAPER NAME	CHECK ONE		DATE OF ADVERTISEMENT
	TRADE	FOCUS	

PART IV – DVBE Solicitations. List DVBE subcontractors/suppliers that were invited to bid. Use the following instructions to complete the remainder of this section (read the three columns as a sentence from left to right). If you need additional space to list DVBE solicitations, please use a separate page and attach to this form.

IF THE DVBE.....	THEN.....		AND.....	
was selected to participate	Check "YES" in the "SELECTED" column		include a copy of their DVBE letter(s) from OSDS	
was NOT selected to participate	Check "NO" in the "SELECTED" column		state why in the "REASON NOT SELECTED" column	
did not respond to your solicitation	Check the "NO RESPONSE" column.			
DVBE CONTACTED	SELECTED		REASON NOT SELECTED	NO RESPONSE
	YES	NO		

A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

I, _____, certify that I am the bidder's _____
and that I have made a diligent effort to ascertain the facts with regard to the
representations made herein. In making this certification, I am aware of section 12650 et
seq. of the Government Code providing for the imposition of treble damages for making
false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

DRUG-FREE WORKPLACE CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

This Drug-Free Workplace Certification form is required from the successful Bidder pursuant to Government Code section 8350 et seq., the Drug-Free Workplace Act of 1990. The Drug-Free Workplace Act of 1990 requires that every person or organization awarded a contract or grant for the procurement of any property or service from any state agency must certify that it will provide a drug-free workplace by doing certain specified acts. In addition, the Act provides that each contract or grant awarded by a state agency may be subject to suspension of payments or termination of the contract or grant, and the contractor or grantee may be subject to debarment from future contracting, if the contracting agency determines that specified acts have occurred.

The District is not a "state agency" as defined in the applicable section(s) of the Government Code, but the District is a local agency and public school district under California law and requires all contractors on District projects to comply with the provisions and requirements of the Drug-Free Workplace Act of 1990.

Contractor must also comply with the provisions of Health & Safety Code section 11362.3 which prohibits the consumption or possession of cannabis or cannabis products in any public place, including school grounds, and specifically on school grounds while children are present.

Contractor shall certify that it will provide a drug-free workplace by doing all of the following:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition.
- b. Establishing a drug-free awareness program to inform employees about all of the following:
 - (1) The dangers of drug abuse in the workplace.
 - (2) The person's or organization's policy of maintaining a drug-free workplace.
 - (3) The availability of drug counseling, rehabilitation, and employee-assistance programs.
 - (4) The penalties that may be imposed upon employees for drug abuse violations.

- c. Requiring that each employee engaged in the performance of the contract or grant be given a copy of the statement required above, and that, as a condition of employment on the contract or grant, the employee agrees to abide by the terms of the statement.

I, the undersigned, agree to fulfill the terms and requirements of Government Code section 8355 listed above and will publish a statement notifying employees concerning (a) the prohibition of controlled substance at the workplace, (b) establishing a drug-free awareness program, and (c) requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by section 8355(a), and requiring that the employee agree to abide by the terms of that statement.

I also understand that if the District determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of section 8355, that the Contract awarded herein is subject to termination, suspension of payments, or both. I further understand that, should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of the aforementioned Act.

I acknowledge that I am aware of the provisions of and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990 and Health and Safety Code section 11362.3.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

TOBACCO-FREE ENVIRONMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

This Tobacco-Free Environment Certification form is required from the successful Bidder.

Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq., Business and Professions Code section 22950 et seq., and District Board policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property. District property includes school buildings, school grounds, school-owned vehicles and vehicles owned by others while on District property. The prohibition on smoking includes the use of any electronic smoking device that creates an aerosol or vapor, in any manner or in any form, and the use of any oral smoking device for the purpose of circumventing the prohibition of tobacco smoking. Further, Health & Safety Code section 11362.3 prohibits the smoking or use of cannabis or cannabis products in any place where smoking tobacco is prohibited.

I acknowledge that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and hereby certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents, to use tobacco and/or smoke on the Project site.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

1. Contractor hereby certifies that no asbestos, or asbestos-containing materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations, ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for District.
2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.
3. Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material.
4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.
5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing New Hazardous Material will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the District.
6. Contractor has read and understood the document titled Hazardous Materials Procedures & Requirements, and shall comply with all the provisions outlined therein. Contractor certifies that it is knowledgeable of, and shall comply with, all laws applicable to the Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

LEAD-BASED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

This certification provides notice to the Contractor that:

- (1) Contractor's work may disturb lead-containing building materials.
- (2) Contractor shall notify the District if any work may result in the disturbance of lead-containing building materials.
- (3) Contractor shall comply with the Renovation, Repair and Painting Rule, if lead-based paint is disturbed in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors.

1. Lead as a Health Hazard

Lead poisoning is recognized as a serious environmental health hazard facing children today. Even at low levels of exposure, much lower than previously believed, lead can impair the development of a child's central nervous system, causing learning disabilities, and leading to serious behavioral problems. Lead enters the environment as tiny lead particles and lead dust disburse when paint chips, chalks, peels, wears away over time, or is otherwise disturbed. Ingestion of lead dust is the most common pathway of childhood poisoning; lead dust gets on a child's hands and toys and then into a child's mouth through common hand-to-mouth activity. Exposures may result from construction or remodeling activities that disturb lead paint, from ordinary wear and tear of windows and doors, or from friction on other surfaces.

Ordinary construction and renovation or repainting activities carried out without lead-safe work practices can disturb lead-based paint and create significant hazards. Improper removal practices, such as dry scraping, sanding, or water blasting painted surfaces, are likely to generate high volumes of lead dust.

Because the Contractor and its employees will be providing services for the District, and because the Contractor's work may disturb lead-containing building materials, CONTRACTOR IS HEREBY NOTIFIED of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1978 are presumed to contain some lead-based paint until sampling proves otherwise.

2. Overview of California Law

Education Code section 32240 et seq. is known as the Lead-Safe Schools Protection Act. Under this act, the Department of Health Services is to conduct a sample survey of schools in the State of California for the purpose of developing risk factors to predict lead contamination in public schools. (Ed. Code, § 32241.)

Any school that undertakes any action to abate existing risk factors for lead is required to utilize trained and state-certified contractors, inspectors, and workers. (Ed. Code, § 32243, subd. (b).) Moreover, lead-based paint, lead plumbing, and solders, or other potential sources of lead contamination, shall not be utilized in the construction of any new school facility or the modernization or renovation of any existing school facility. (Ed. Code, § 32244.)

Both the Federal Occupational Safety and Health Administration ("Fed/OSHA") and the California Division of Occupational Safety and Health ("Cal/OSHA") have implemented safety orders applicable to all construction work where a contractor's employee may be occupationally exposed to lead.

The OSHA Regulations apply to all construction work where a contractor's employee may be occupationally exposed to lead. The OSHA Regulations contain specific and detailed requirements imposed on contractors subject to those regulations. The OSHA Regulations define construction work as work for construction, alteration, and/or repair, including painting and decorating. Regulated work includes, but is not limited to, the following:

- a. Demolition or salvage of structures where lead or materials containing lead are present;
- b. Removal or encapsulation of materials containing lead;
- c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;
- d. Installation of products containing lead;
- e. Lead contamination/emergency cleanup;
- f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and
- g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Contractor, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532.1).

Contractor shall notify the District if any Work may result in the disturbance of lead-containing building materials. Any and all Work that may result in the disturbance of lead-containing building materials shall be coordinated through the District. A signed copy of this Certification shall be on file prior to beginning Work on the Project, along with all current insurance certificates.

3. Renovation, Repair and Painting Rule, Section 402(c)(3) of the Toxic Substances Control Act

The EPA requires lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint. Pursuant to the Renovation, Repair and Painting Rule (RRP), renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with training by a EPA-accredited training provider, and fully and adequately complying with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

The RRP requirements apply to all contractors who disturb lead-based paint in a six-square-foot or greater area indoors or a 20-square-foot or greater area outdoors. If a DPH-certified inspector or risk assessor determines that a home constructed before 1978 is lead-free, the federal certification is not required for anyone working on that particular building.

4. Contractor's Liability

If the Contractor fails to comply with any applicable laws, rules, or regulations, and that failure results in a site or worker contamination, the Contractor will be held solely responsible for all costs involved in any required corrective actions, and shall defend, indemnify, and hold harmless the District, pursuant to the indemnification provisions of the Contract, for all damages and other claims arising therefrom.

If lead disturbance is anticipated in the Work, only persons with appropriate accreditation, registrations, licenses, and training shall conduct this Work.

It shall be the responsibility of the Contractor to properly dispose of any and all waste products, including, but not limited to, paint chips, any collected residue, or any other visual material that may occur from the prepping of any painted surface. It will be the responsibility of the Contractor to provide the proper disposal of any hazardous waste by a certified hazardous waste hauler. This company shall be registered with the Department of Transportation (DOT) and shall be able to issue a current manifest number upon transporting any hazardous material from any school site within the District.

The Contractor shall provide the District with any sample results prior to beginning Work, during the Work, and after the completion of the Work. The District may request to examine, prior to the commencement of the Work, the lead training records of each employee of the Contractor.

THE CONTRACTOR HEREBY ACKNOWLEDGES, UNDER PENALTY OF PERJURY, THAT IT:

1. HAS RECEIVED NOTIFICATION OF POTENTIAL LEAD-BASED MATERIALS ON THE OWNER'S PROPERTY;
2. IS KNOWLEDGEABLE REGARDING AND WILL COMPLY WITH ALL APPLICABLE LAWS, RULES, AND REGULATIONS GOVERNING WORK WITH, AND DISPOSAL, OF LEAD.

THE UNDERSIGNED WARRANTS THAT HE/SHE HAS THE AUTHORITY TO SIGN ON BEHALF OF AND BIND THE CONTRACTOR. THE DISTRICT MAY REQUIRE PROOF OF SUCH AUTHORITY.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

This form shall be executed by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site and shall be provided to the District at least ten (10) days before delivery. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, section 21000 et seq. of the Public Resources Code ("CEQA"), and all requirements of section 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control.

Certification of: ☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
☐ Wholesaler ☐ Broker ☐ Retailer
☐ Distributor ☐ Other _____

Type of Entity ☐ Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

CRIMINAL BACKGROUND INVESTIGATION
/FINGERPRINTING CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

The undersigned does hereby certify to the District that I am a representative of the Contractor currently under contract with the District; that I am familiar with the facts herein certified; and that I am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that it has taken at least one of the following actions (check all that apply):

- ☐ Pursuant to Education Code section 45125.2(a), Contractor has installed or will install, prior to commencement of Work, a physical barrier at the Work Site, that will limit contact between Contractor's employees, Subcontractors or suppliers and District pupils at all times; and/or
- ☐ Pursuant to Education Code section 45125.2(a), Contractor certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Contractor who the California Department of Justice ("DOJ") has ascertained, or as described below, will ascertain, has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Contractor's and its subcontractors' or suppliers' employees is:

Name: _____

Title: _____

NOTE: If Contractor is a sole proprietor, and elects the above option, Contractor must have the above-named employee's fingerprints prepared and submitted by District for submission to the DOJ, in accordance with Education Code section 45125.1(h). No work shall commence until such determination by DOJ has been made.

- ☐ Pursuant to Education Code section 45125.2(a), the District will take appropriate steps to protect the safety of any pupils that may come in contact with Contractor's employees, subcontractors or suppliers so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.2 shall not apply to Contractor under the Contract.
- ☐ The Work on the Contract is either (i) at an unoccupied school site and no employee of Contractor and/or subcontractor or supplier of any tier of the Contract shall come in contact with the District pupils or (ii) if Contractor's employees or any subcontractor or supplier of any tier of the Contract interacts with pupils, such interaction shall only take place under the immediate supervision and control of the pupil's parent or guardian or a school employee, so that the fingerprinting and criminal background investigation requirements of Education Code section 45125.1 shall not apply to Contractor under the Contract.

- ☐ The Contractor, who is not a sole proprietor, has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Contractor's employees and all of its Subcontractors' employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and the DOJ has determined (A) that none of those employees has been convicted of a felony, as that term is 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). When the Contractor performs the criminal background check, it shall immediately provide any subsequent arrest and conviction information it receives to the District pursuant to the subsequent arrest service. No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

A complete and accurate list of Contractor's employees and of all of its subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as ATTACHMENT "A;" and/or

- ☐ The Contractor is a sole proprietor and intends to comply with the fingerprinting requirements of Education Code section 45125.1(h) with respect to all Contractor's employees who may have contact with District pupils in the course of providing services pursuant to the Contract, and hereby agrees to the District's preparation and submission of fingerprints such that the DOJ may determine (A) that none of those employees has been convicted of a felony, as that term is 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). No work shall commence until the Department of Justice ascertains that Contractor's employees and any subcontractors' employees have not been convicted of a felony as defined in Education Code Section 45122.1.

Contractor's responsibility for background clearance extends to all of its employees, Subcontractors or suppliers, and employees of Subcontractors or suppliers coming into contact with District pupils regardless of whether they are designated as employees or acting as independent contractors of the Contractor.

[CONTINUED ON NEXT PAGE]

ATTACHMENT "A"

List of Employees/Subcontractors

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

Name/Company: _____

If further space is required for the list of employees/subcontractors, attach additional copies of this page.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

BUY AMERICAN CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

Federal regulations require that all of the iron, steel, and manufactured goods used in projects for the construction, installation, repairs, renovation, modernization, or maintenance of a public building or public work funded in part or in whole by federal stimulus funds, with the exception of projects funded by Qualified School Construction Bonds, be produced in the United States of America, unless a federal department waives this requirement because (1) it is inconsistent with the public interest, (2) the goods are not produced in sufficient quantities or of satisfactory quality in the United States, or (3) the requirement would increase the cost of the Project overall by more than twenty-five percent (25%) ("Buy American").

Contractor shall submit this Certification with its executed agreement, identifying the steps Contractor will take to use goods produced in the United States of America in carrying out this Contract. Bidder should not submit this form with its bid.

Contractor shall retain a copy of this form and may be subject to a future audit.

CERTIFICATION

On behalf of Contractor, I represent and covenant that Contractor will use on the Project only iron, steel and manufactured goods produced in the United States of America except goods for which a federal department has waived this requirement.

I, _____, certify that I am the Contractor's _____ and that the representations and covenants made herein are true and correct. In making this certification, I am aware of section 12650 et seq. of the Government Code providing for the imposition of treble damages for making false claims.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

By my signature below, I hereby certify that, to the best of my knowledge, the contents of this disclosure are true, or are believed to be true. I further certify on behalf of the Firm that I am aware of section 3000 et seq. of the California Public Contract Code, and the sections referenced therein regarding the penalties for providing false information or failing to disclose a financial relationship in this disclosure. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Firm: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

FEDERAL DEBARMENT CERTIFICATION

PROJECT/CONTRACT NO.: _____ between the Bakersfield City School District ("District") and _____ ("Contractor" or "Bidder") for Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Contract" or "Project").

1. Bidder certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or Board;

b. Have not within a three-year period preceding this bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where Bidder is unable to certify to any of the statements in this certification, Bidder shall attach an explanation to this certification.

3. Bidder agrees to include the following certification in all subcontracts, for all lower tiers:

"Debarment and Suspension Certification – By submission of its proposal, the contractor (or vendor, or consultant, depending on the transaction) certifies to the best of its knowledge and belief that it and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency in accordance with 2 CFR 200.213 and 2 CFR 180."

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

BYRD ANTI-LOBBYING CERTIFICATION

**Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of their knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents of all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub- recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, United States Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor

Address

Certified by: (type or print)

Title

Signature

Date

Disclosure of Lobbying ActivitiesApproved by OMB
0348-004Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See following page for public burden disclosure)

1. Type of Federal Action: <input type="checkbox"/> contract <input type="checkbox"/> grant <input type="checkbox"/> cooperative agreement loan <input type="checkbox"/> loan guarantee <input type="checkbox"/> loan insurance	2. Status of Federal Action: <input type="checkbox"/> proposal/offer/application <input type="checkbox"/> initial award <input type="checkbox"/> post-award	3. Report Type: <input type="checkbox"/> initial filing <input type="checkbox"/> material change For material change only: Year _____ quarter _____ Date of last report _____
4. Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known: Congressional District, if known:		5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
6. Federal Department/Agency:		7. Federal Program Name/Description: CFDA Number, if applicable: _____
8. Federal Action Number, if known:		9. Award Amount, if known: \$
10a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):		10b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
Federal Use Only		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to Title 31, U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Included prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

END OF DOCUMENT

BAKERSFIELD CITY SCHOOL DISTRICT

**BYRD ANTI-LOBBYING CERTIFICATION
DOCUMENT 00 45 46.12-3**

REGISTERED SUBCONTRACTORS LIST
(Labor Code Section 1771.1)

PROJECT: Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School

Date Submitted (for Updates): _____

Contractor acknowledges and agrees that it must clearly set forth below the name and Department of Industrial Relations (DIR) registration number of each subcontractor **for all tiers** who will perform work or labor or render service to Contractor or its subcontractors in or about the construction of the Work **at least two (2) weeks before the subcontractor is scheduled to perform work**. This document is to be updated as all tiers of subcontractors are identified.

Contractor acknowledges and agrees that, if Contractor fails to list as to any subcontractor of any tier who performs any portion of Work, the Contract is subject to cancellation and the Contractor will be subjected to penalty under applicable law.

If further space is required for the list of proposed subcontractors, attach additional copies of page 2 showing the required information, as indicated below.

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Subcontractor Name: _____

DIR Registration #: _____

Portion of Work: _____

Date: _____

Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

POST BID INTERVIEW

PART 1 – GENERAL

1.01 SUMMARY

If requested by the District, this Section requires the apparent low bidder to attend and participate in a Post Bid Interview with the Construction Manager, prior to award of any contract by the District. The Post Bid Interview will be scheduled by the Construction Manager within three (3) calendar days after the date of bid.

1.02 REQUIRED ATTENDANCE

- A. A duly authorized representative of the apparent low bidder is required to attend the Post Bid Interview, in person.
- B. The apparent low bidder's authorized representative(s) must have (1) knowledge of how the bid submitted was prepared, (2) the person responsible for supervising performance of the Work, and (3) the authority to bind the apparent low bidder.
- C. Failure to attend the Post Bid Interview as scheduled will be considered just cause for the District to reject the Bid as nonresponsive.

1.03 POST BID INTERVIEW PROCEDURE

- A. The Construction Manager will review the Bid with the attendees.
- B. The Construction Manager will review the Contract Documents with the attendees, including but not limited to:
 - (1) Insurance
 - (2) Bonding
 - (3) Addenda
 - (4) Pre-Bid Clarifications
 - (5) Scope of Work
 - (6) Bid Packages Descriptions
 - (7) Bid Alternates
 - (8) Contract Plans
 - (9) Contract Specifications
 - (10) Project Schedule and Schedule Requirements

- (11) Critical Dates Requirement for Other Bid Packages
- (12) Prevailing Wage Requirements
- (13) Liquidated Damages
- (14) Required Documentation for Contract Administration
- (15) Contract Coordination Requirements

1.04 POST BID INTERVIEW DOCUMENTATION

The Construction Manager will document the Post Bid Interview on the form attached to this Section. Both the apparent low bidder and the Construction Manager are required to sign the Post Bid Interview Documentation.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

POST BID INTERVIEW

CONSTRUCTION MANAGER

[Name]

[Address 1]

[Address 2]

[Phone]

[Fax]

BIDDER: _____

DATE: _____ TIME: _____ PHONE: _____

I. INTRODUCTIONS:

A. Present

CONTRACTOR

[CM]

CONTRACTOR

[CM]

II. PROPOSED CONTRACT:

III. PURPOSE OF INTERVIEW IS TO ASSURE A MUTUAL UNDERSTANDING OF THE FOLLOWING:

- | | | |
|--|-----|----|
| A. Do you acknowledge submission of a complete and accurate bid? | Yes | No |
| B. Do you acknowledge the Bid Document submittal timelines after NOA and NTP and can you meet those timelines? | Yes | No |
| C. Do you acknowledge the requirements for the escrow of bid documents? | Yes | No |
| D. Are you comfortable with your listed subcontractors? | Yes | No |

IV. CONTRACTUAL REQUIREMENTS:

- | | | |
|--|-----|----|
| A. Do you understand you are a prime contractor? | Yes | No |
| B. Can you meet specified insurance requirements? | Yes | No |
| 1. Do any of your policies that require Additional Insured endorsements exceed the minimum coverage requirements? | Yes | No |
| 2. Are you requesting that the District accept an Excess Liability Insurance Policy to meet the policy limit? | Yes | No |
| 3. Will there be a gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella or Excess Liability Insurance Policy? | Yes | No |

C.	Will you provide the Performance Bond and Labor and Material Bond for 100% of the Contract Price as stipulated?	Yes	No
1.	Cost for bonds: _____%	Yes	No
2.	Is the cost of your bonds in your base bid?	Yes	No
3.	Is your surety licensed to issue bonds in California?	Yes	No
D.	Do you understand the fingerprinting requirements?	Yes	No
E.	Is it understood that all workers must be paid prevailing wage?	Yes	No
F.	Is it understood that all subcontractors of every tier must be registered as a public works contractor with the Department of Industrial Relations?	Yes	No
V. SCOPE OF WORK:			
A.	Acknowledged Receipt of Addenda #1-__	Yes	No
B.	Are the costs for addenda items included in your bid? (if applicable)	Yes	No
C.	Do you have a complete understanding of your Scope of Work under the proposed Agreement?	Yes	No
D.	You have re-reviewed the documents and understand the Scope of the Work. Are there any items that require clarification?	Yes	No
If yes, please identify them.			
1.	_____		

2.	_____		

3.	_____		

	Is (are) there additional cost(s) for the above item(s)?	Yes	No
E.	Is the cost for allowance included in your bid?	Yes	No
F.	Have you reviewed bid alternative(s) #1-__? (if applicable)	Yes	No
G.	Are the costs for bid alternatives included in your bid?	Yes	No
H.	Are the plans and specifications clear and understandable to your satisfaction?	Yes	No

- I. Do you acknowledge that the time to submit notice of requests for substitution of specified materials has expired? Yes No
- VI. SCHEDULE:
- A. Do you acknowledge and agree to the stipulated completion dates and milestones in the contract? Yes No
1. Will you provide a detailed construction schedule to _____ within the required ten (10) days of the Notice to Proceed, per the contract? Yes No
2. Can you meet the submittal deadline? Yes No
3. It is understood that the Project schedule is critical and that that weekend and overtime work may be required to meet the milestones. Yes No
4. It is understood that if rain does occur, then all dewatering and protection of work is required, per the contract. Yes No
If not, what do you believe must change and why? _____

- B. Identify critical materials, deliveries, long lead items and other dependencies, including Owner Furnished items that could affect the completion of your work. Yes No
1. _____
2. _____
3. _____
4. _____
5. _____
- C. Do you understand that there is going to be maintenance and other construction taking place on site during the course of the project? Yes No
- VII. EXECUTION OF WORK
- A. Do you understand the access to the site? Yes No
- B. Do you understand the staging area restrictions? Yes No
- C. Have you included protection of [asphalt, floors, and roofs]? Yes No

- D. Do you understand that the site is occupied by students, teachers, administrators, parents, etc.? Yes No

VIII. CONTRACTOR COMMENTS/SUGGESTIONS:

1. _____
2. _____
3. _____
4. _____
5. _____

IX. CONTRACTOR

You agree the information contained herein is part of your contractual obligations. Your signature acknowledges your agreement to perform all Work in the Contract Documents, and that costs for all Work are included in your bid.

The foregoing information is true and accurate, and I am authorized to sign as an officer of the company I am representing.

[Company Name]

Signature _____ Title: _____

Date: _____

X. CONSTRUCTION MANAGER

Signature _____ Title: _____

Date: _____

Title of Document: POST BID INTERVIEW

Number of Pages: _____

Date of Document: _____

END OF DOCUMENT

AGREEMENT

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

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

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

Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School
("Project" or "Contract" or "Work")

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

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

consecutive calendar days ("Contract Time") from the date specified in the District's Notice to Proceed.

5. **Completion - Extension of Time:** Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the District for all loss and damage that the District may suffer on account thereof. The Contractor shall coordinate its Work with the Work of all other contractors. The District shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the Work of other contractors.
6. **Liquidated Damages:** Time is of the essence for all work under this Agreement. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that the District will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the District the sum of _____ dollars (\$_____) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in completion of the Work.

It is hereby understood and agreed that this amount is not a penalty.

In the event that any portion of the liquidated damages is not paid to the District, the District may deduct that amount from any money due or that may become due the Contractor under this Agreement, and such deduction does not constitute a withholding or penalty. The District's right to assess liquidated damages is as indicated herein and in the General Conditions.

The time during which the Contract is delayed for cause, as hereinafter specified, may extend the time of completion for a reasonable time as the District may grant, provided that Contractor has complied with the claims procedure of the Contract Documents. This provision does not exclude the recovery of damages by either party under other provisions in the Contract Documents.

7. **Loss Or Damage:** The District and its agents and authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatsoever; and shall hold the District and its agents and authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatsoever.
8. **Limitation Of District Liability:** District's financial obligations under this Contract shall be limited to the payment of the compensation provided in this Contract. Notwithstanding any other provision of this Contract, in no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, lost bonding capacity, arising out of or in connection with this Contract for the services performed in connection with this Contract.

9. **Insurance and Bonds:** Prior to issuance of the Notice to Proceed by the District, Contractor shall provide all required certificates of insurance, insurance endorsements, and payment and performance bonds as evidence thereof.
10. **Prosecution of Work:** If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this Contract, the District, may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.
11. **Authority of Architect, Project Inspector, and DSA:** Contractor hereby acknowledges that the Architect(s), the Project Inspector(s), and the Division of the State Architect ("DSA") have authority to approve and/or suspend Work if the Contractor's Work does not comply with the requirements of the Contract Documents, Title 24 of the California Code of Regulations, and all applicable laws and regulations. The Contractor shall be liable for any delay caused by its non-compliant Work.
12. **Assignment of Contract:** Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the prior written approval of the District, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.
13. **Classification of Contractor's License:** Contractor hereby acknowledges that it currently holds valid Type _____ Contractor's license(s) issued by the State of California, Contractors' State License Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.
14. **Registration as Public Works Contractor:** The Contractor and all Subcontractors currently are registered as public works contractors with the Department of Industrial Relations, State of California, in accordance with Labor Code section 1771.1.
15. **Payment of Prevailing Wages:** The Contractor and all Subcontractors shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. The Contractor and all Subcontractors shall comply with the Davis Bacon Act, applicable reporting requirements, and any other applicable requirements for federal funding. If a conflict exists, the more stringent provision shall control over this Agreement.
16. **Labor Compliance Monitoring and Enforcement:** This Project is subject to labor compliance monitoring and enforcement by the Department of Industrial Relations pursuant to Labor Code section 1771.4 and Title 8 of the California Code of Regulations. Contractor specifically acknowledges and understands that it shall perform the Work of this Agreement while complying with all the applicable provisions of Division 2, Part 7, Chapter 1, of the Labor Code, including, without limitation, the requirement that the Contractor and all of its Subcontractors shall

timely submit complete and accurate electronic certified payroll records as required by the Contract Documents, or the District may not issue payment.

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

_____ **Dollars**
(\$ _____),

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

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

[SIGNATURES ON FOLLOWING PAGE]

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

[CONTRACTOR NAME]

BAKERSFIELD CITY SCHOOL DISTRICT

By: _____

By: _____

Title: _____

Title: _____

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

END OF DOCUMENT

ESCROW BID DOCUMENTATION

1. Requirement to Escrow Bid Documentation

- a. Contractor shall submit, within **SEVEN (7)** calendar days after the date of the Notice of Award, one copy of all documentary information received or generated by Contractor in preparation of bid prices for this Contract, as specified herein. This material is referred to herein as "Escrow Bid Documentation." The Escrow Bid Documentation of the Contractor will be held in escrow for the duration of the Contract.
- b. Contractor agrees, as a condition of award of the Contract, that the Escrow Bid Documentation constitutes all written information used in the preparation of its bid, and that no other written bid preparation information shall be considered in resolving disputes or claims. Contractor also agrees that nothing in the Escrow Bid Documentation shall change or modify the terms or conditions of the Contract Documents.
- c. The Escrow Bid Documentation will not be opened by District except as indicated herein. The Escrow Bid Documentation will be used only for the resolution of change orders and claims disputes.
- d. Contractor's submission of the Escrow Bid Documentation, as with the bonds and insurance documents required, is considered an essential part of the Contract award. Should the Contractor fail to make the submission within the allowed time specified above, District may deem the Contractor to have failed to enter into the Contract, and the Contractor shall forfeit the amount of its bid security, accompanying the Contractor's bid, and District may award the Contract to the next lowest responsive responsible bidder.
- e. NO PAYMENTS WILL BE MADE, NOR WILL DISTRICT ACCEPT PROPOSED CHANGE ORDERS UNTIL THE ABOVE REQUIRED INFORMATION IS SUBMITTED AND APPROVED.
- f. The Escrow Bid Documentation shall be submitted in person by an authorized representative of the Contractor to the District.

2. Ownership of Escrow Bid Documentation

- a. The Escrow Bid Documentation is, and shall always remain, the property of Contractor, subject to review by District, as provided herein.
- b. Escrow Bid Documentation constitute trade secrets, not known outside Contractor's business, known only to a limited extent and only by a limited number of employees of Contractor, safeguarded while in Contractor's possession, extremely valuable to Contractor, and could be extremely valuable to Contractor's competitors by virtue of reflecting Contractor's contemplated techniques of construction. Subject to the provisions herein, District agrees to safeguard the Escrow Bid Documentation, and all

information contained therein, against disclosure to the fullest extent permitted by law.

3. Format and Contents of Escrow Bid Documentation

- a. Contractor may submit Escrow Bid Documentation in its usual cost-estimating format; a standard format is not required. The Escrow Bid Documentation shall be submitted in the language (e.g., English) of the specification.
- b. Escrow Bid Documentation must clearly itemize the estimated costs of performing the work of each bid item contained in the bid schedule, separating bid items into sub-items as required to present a detailed cost estimate and allow a detailed cost review. The Escrow Bid Documentation shall include all subcontractor bids or quotes, supplier bids or quotes, quantity takeoffs, crews, equipment, calculations of rates of production and progress, copies of quotes from subcontractors and suppliers, and memoranda, narratives, add/deduct sheets, and all other information used by the Contractor to arrive at the prices contained in the bid proposal. Estimated costs should be broken down into Contractor's usual estimate categories such as direct labor, repair labor, equipment ownership and operation, expendable materials, permanent materials, and subcontract costs as appropriate. All labor rates must be broken down to specify 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. Plant and equipment and indirect costs should be detailed in the Contractor's usual format. The Contractor's allocation of indirect costs, contingencies, markup, and other items to each bid item shall be identified.
- c. All costs shall be identified. For bid items amounting to less than \$10,000, estimated unit costs are acceptable without a detailed cost estimate, provided that labor, equipment, materials, and subcontracts, as applicable, are included and provided that indirect costs, contingencies, and markup, as applicable, are allocated.
- d. Bid Documentation provided by District should not be included in the Escrow Bid Documentation unless needed to comply with the following requirements.

4. Submittal of Escrow Bid Documentation

- a. The Escrow Bid Documentation shall be submitted by the Contractor in a sealed container within **SEVEN (7)** calendar days after the date of the Notice of Award. The container shall be clearly marked on the outside with the Contractor's name, date of submittal, project name and the words "Escrow Bid Documentation – Intended to be opened in the presence of Authorized Representatives of Both District and Contractor".
- b. By submitting Escrow Bid Documentation, Contractor represents that the material in the Escrow Bid Documentation constitutes all the documentary information used in preparation of the bid and that the Contractor has

personally examined the contents of the Escrow Bid Documentation container and has found that the documents in the container are complete.

- c. If Contractor's proposal is based upon subcontracting any part of the work, each subcontractor whose total subcontract price exceeds 5 percent of the total contract price proposed by Contractor, shall provide separate Escrow Documents to be included with those of Contractor. Those documents shall be opened and examined in the same manner and at the same time as the examination described above for Contractor.
- d. If Contractor wishes to subcontract any portion of the Work after award, District retains the right to require Contractor to submit Escrow Documents for the Subcontractor before the subcontract is approved.

5. Storage, Examination and Final Disposition of Escrow Bid Documentation

- a. The Escrow Bid Documentation will be placed in escrow, for the life of the Contract, in a mutually agreeable institution. The cost of storage will be paid by Contractor for the duration of the project until final Contract payment. The storage facilities shall be the appropriate size for all the Escrow Bid Documentation and located conveniently to both District's and Contractor's offices.
- b. The Escrow Bid Documentation shall be examined by both District and Contractor, at any time deemed necessary by either District or Contractor, to assist in the negotiation of price adjustments and change orders or the settlement of disputes and claims. In the case of legal proceedings, Escrow Bid Documentation shall be used subject to the terms of an appropriate protective order if requested by Contractor and ordered by a court of competent jurisdiction. Examination of the Escrow Bid Documentation is subject to the following conditions:
 - (1) As trade secrets, the Escrow Bid Documentation is proprietary and confidential to the extent allowed by law.
 - (2) District and Contractor shall each designate, in writing to the other party **SEVEN (7)** calendar days prior to any examination, the names of representatives who are authorized to examine the Escrow Bid Documentation. No other person shall have access to the Escrow Bid Documentation.
 - (3) Access to the documents may take place only in the presence of duly designated representatives of the District and Contractor. If Contractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative may examine the Escrow Bid Documents alone upon an additional **THREE (3)** calendar days' notice if a representative of the Contractor does not appear at the time set.
 - (4) If a subcontractor has submitted sealed information to be included in the Escrow Bid Documents, access to those documents may take place only in the presence of a duly designated representative of the District,

Contractor and that subcontractor. If that subcontractor fails to designate a representative or appear for joint examination on **SEVEN (7)** calendar days' notice, then the District representative and/or the Contractor may examine the Escrow Bid Documentation without that subcontractor present upon an additional **THREE (3)** calendar days' notice if a representative of that subcontractor does not appear at the time set.

- c. The Escrow Bid Documentation will be returned to Contractor at such time as the Contract has been completed and final settlement has been achieved.

END OF DOCUMENT

ESCROW AGREEMENT IN LIEU OF RETENTION
(Public Contract Code Section 22300)

(Note: Contractor must use this form.)

This Escrow Agreement in Lieu of Retention ("Escrow Agreement") is made and entered into this _____ day of _____, 20____, by and between the Bakersfield City School District ("District"), whose address is 1501 Feliz Drive, Bakersfield, California 93307, and _____ ("Contractor"), whose address is _____, and _____ ("Escrow Agent"), a state or federally chartered bank in the state of California, whose address is _____.

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

1. Pursuant to section 22300 of Public Contract Code of the State of California, which is hereby incorporated by reference, Contractor has the following two (2) options:
 - ☐ Deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by District pursuant to the Construction Contract No. _____ entered into between District and Contractor for the Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School Project, in the amount of _____ Dollars (\$_____) dated, _____, 20____, (the "Contract"); **or**
 - ☐ On written request of Contractor, District shall make payments of the retention earnings for the above referenced Contract directly to Escrow Agent.

When Contractor deposits the securities as a substitute for Contract earnings (first option), Escrow Agent shall notify District within ten (10) calendar days of the deposit. The market value of the securities at the time of substitution and at all times from substitution until the termination of the Escrow Agreement shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between District and Contractor.

Securities shall be held in the name of Bakersfield City School District, and shall designate Contractor as beneficial owner.

2. District shall make progress payments to Contractor for those funds which otherwise would be withheld from progress payments pursuant to Contract provisions, provided that Escrow Agent holds securities in form and amount specified above.
3. When District makes payment of retentions earned directly to Escrow Agent, Escrow Agent shall hold them for the benefit of Contractor until the time that the escrow created under this Escrow Agreement is terminated. Contractor may direct the investment of the payments into securities. All terms and conditions of this Escrow Agreement and the rights and responsibilities of the Parties shall be equally applicable and binding when District pays Escrow Agent directly.

4. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account, and all expenses of District. The District will charge Contractor \$_____ for each of District's deposits to the escrow account. These expenses and payment terms shall be determined by District, Contractor, and Escrow Agent.
5. Interest earned on securities or money market accounts held in escrow and all interest earned on that interest shall be for sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to District.
6. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from District to Escrow Agent that District consents to withdrawal of amount sought to be withdrawn by Contractor.
7. District shall have the right to draw upon the securities and/or withdraw amounts from the Escrow Account in the event of default by Contractor. Upon seven (7) days' written notice to Escrow Agent from District of the default, if applicable, Escrow Agent shall immediately convert the securities to cash and shall distribute the cash as instructed by District. Escrow Agent shall not be authorized to determine the validity of any notice of default given by District pursuant to this paragraph, and shall promptly comply with District's instructions to pay over said escrowed assets. Escrow Agent further agrees to not interplead the escrowed assets in response to a conflicting demand.
8. Upon receipt of written notification from District certifying that the Contract is final and complete, and that Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all monies and securities on deposit and payments of fees and charges.
9. Escrow Agent shall rely on written notifications from District and Contractor pursuant to Paragraphs 5 through 8, inclusive, of this Escrow Agreement and District and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of securities and interest as set forth above.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

On behalf of Escrow Agent:

Title

Name

Signature

Address

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

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

On behalf of District:

Title

Name

Signature

Address

On behalf of Contractor:

Title

Name

Signature

Address

END OF DOCUMENT

PERFORMANCE BOND
(100% of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and _____ ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto the Board of the District in the penal sum of _____

Dollars (\$_____), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Promptly perform all the work required to complete the Project; and
- Pay to the District all damages the District incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

Or, at the District's sole discretion and election, the Surety shall obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by the District of the lowest responsible bidder, arrange for a contract between such bidder and the District and make available as Work progresses sufficient funds to pay the cost of completion less the "balance of the Contract Price," and to pay and perform all obligations of Principals under the Contract, including, without limitation, all obligations with respect to warranties, guarantees and the payment of liquidated damages. The term "balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by the District under the Contract and any modifications thereto, less the amount previously paid by the District to the Principal, less any withholdings by the District allowed under the Contract. District shall not be required or obligated to accept a tender of a completion contractor from the Surety for any or no reason.

The condition of the obligation is such that, if the above bound Principal, its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on its part to be kept and performed at the time and in the intent

and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

Surety expressly agrees that the District may reject any contractor or subcontractor proposed by Surety to fulfill its obligations in the event of default by the Principal. Surety shall not utilize Principal in completing the Work nor shall Surety accept a Bid from Principal for completion of the Work if the District declares the Principal to be in default and notifies Surety of the District's objection to Principal's further participation in the completion of the Work.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the District's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond. The Surety also stipulates and agrees that it shall not be exonerated or released from the obligation of this bond by any overpayment or underpayment by the District that is based upon estimates approved by the Architect. The Surety does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PAYMENT BOND
Contractor's Labor & Material Bond
(100% Of Contract Price)

(Note: Contractor must use this form, NOT a surety company form.)

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Bakersfield City School District, ("District") and _____, ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School ("Project" or "Contract") which Contract dated _____, 20____, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of _____ Dollars (\$_____), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of its subcontractors, or their heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

Principal	Surety
By	By
	Name of California Agent of Surety
	Address of California Agent of Surety
	Telephone No. of California Agent of Surety

Contractor must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

PROPOSED CHANGE ORDER FORM

Bakersfield City School District
 1501 Feliz Drive
 Bakersfield, CA 93307

PCO NO.:

Project: Nine (9) Modular Classrooms and One (1)
Restroom at Franklin Elementary School
Bid No.: 1348
RFI #: _____

Date: _____
DSA File No.: 15-6
DSA Appl. No.: 03-123703

Contractor hereby submits for District's review and evaluation this Proposed Change Order ("PCO"), submitted in accordance with and subject to the terms of the Contract Documents, including Sections 17.7 and 17.8 of the General Conditions. Any spaces left blank below are deemed no change to cost or time.

Contractor understands and acknowledges that documentation supporting Contractor's PCO must be attached and included for District review and evaluation. Contractor further understands and acknowledges that failure to include documentation sufficient to, in District's discretion, support some or all of the PCO, shall result in a rejected PCO.

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

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

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.

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.

SUBMITTED BY:

Contractor:

[Name]

Date

END OF DOCUMENT

CHANGE ORDER FORM

Bakersfield City School District
1501 Feliz Drive
Bakersfield, CA 93307

CHANGE ORDER NO.:**CHANGE ORDER**

Project: Nine (9) Modular Classrooms and One (1) Restroom
at Franklin Elementary School

Bid No.: 1348

Date: _____

DSA File No.: 15-6

DSA Appl. No.: 03-123703

The following parties agree to the terms of this Change Order:

Owner: _____
[Name / Address]

Contractor: _____
[Name / Address]

Architect: _____
[Name / Address]

Project Inspector: _____
[Name / Address]

Reference	Description	Cost	Days Ext.
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
PCO # Requested by: Performed by: Reason:	[Description of change] [Requester] [Performer] [Reason]	\$	
Contract time will be adjusted as follows:		Original Contract Amount:	\$
Previous Completion Date: <u>[Date]</u>		Amount of Previously Approved Change Order(s):	\$
<u>[#]</u> Calendar Days Extension (zero unless otherwise indicated)		Amount of this Change Order:	\$
Current Completion Date: <u>[Date]</u>		Contract Amount:	\$

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 therein, and agrees to furnish all labor, materials and services and perform all work necessary to complete any additional work specified for the consideration stated therein. 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.

This change order is subject to approval by the governing board of this District and must be signed by the District. Until such time as this change order is approved by the District's governing board and executed by a duly authorized District representative, this change order is not effective and not binding.

It is expressly understood that the compensation and time, if any, granted herein represent a full accord and satisfaction for any and all time and cost impacts of the items herein, and Contractor waives any and all further compensation or time extension based on the items herein. The value of the extra work or changes expressly includes any and all of the Contractor's costs and expenses, and its subcontractors, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project including without limitation, cumulative impacts. Any costs, expenses, damages or time extensions not included are deemed waived.

Signatures:

District:

Contractor:

[Name]

Date

[Name]

Date

Architect:

Project Inspector:

[Name]

Date

[Name]

Date

END OF DOCUMENT

AGREEMENT AND RELEASE OF ANY AND ALL CLAIMS

THIS AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") IS MADE AND ENTERED INTO THIS _____ DAY OF _____, 20____ by and between the BAKERSFIELD CITY SCHOOL DISTRICT ("District") and _____ ("Contractor"), whose place of business is _____.

RECITALS

WHEREAS, District and Contractor entered into PROJECT/CONTRACT NO.: _____ ("Contract" or "Project") in the County of Kern, California; and

WHEREAS, the Work under the Contract was completed on _____, and a Notice of Completion was recorded with the County Recorder on _____.

NOW, THEREFORE, it is mutually agreed between District and Contractor as follows:

AGREEMENT AND RELEASE

1. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum \$ _____

Modified Contract Sum \$ _____

Payment to Date \$ _____

Liquidated Damages \$ _____

Payment Due Contractor \$ _____

2. Subject to the provisions hereof, District shall forthwith pay to Contractor the undisputed sum of _____ Dollars (\$_____) under the Contract, less any amounts represented by any notice to withhold funds on file with District as of the date of such payment.
3. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against District arising from the performance of work under the Contract, except for the claims described in Paragraph 4 and continuing obligations described in Paragraph 6. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against District and all of its respective agents, employees, trustees, inspectors, assignees, consultants and transferees, except for any Disputed Claim that may be set forth in Paragraph 4 and the continuing obligations described in Paragraph 6 hereof.

4. The following claims are disputed (hereinafter, the "Disputed Claims") and are specifically excluded from the operation of this Agreement and Release:

<u>Claim No.</u>	<u>Description of Claim</u>	<u>Amount of Claim</u>	<u>Date Claim Submitted</u>
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____
_____	_____	\$ _____	_____

[If further space is required, attach additional sheets showing the required information.]

5. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 2 hereof, Contractor hereby releases and forever discharges District, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.
6. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, including without limitation, the duty to defend, indemnify and hold harmless the District, shall remain in full force and effect as specified in the Contract Documents.
7. Contractor hereby waives the provisions of California Civil Code section 1542 which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

9. All rights of District shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE - READ BEFORE EXECUTING * * *

BAKERSFIELD CITY SCHOOL DISTRICT

Signature: _____

Print Name: _____

Title: _____

CONTRACTOR: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

GUARANTEE FORM

_____ ("Contractor") hereby agrees that the _____
_____ ("Work" of Contractor) which Contractor has installed for the Bakersfield City
School District ("District") for the following project:

PROJECT: Nine (9) Modular Classrooms and One (1) Restroom at Franklin Elementary School

("Project" or "Contract") has been performed in accordance with the requirements of the
Contract Documents and that the Work as installed will fulfill the requirements of the
Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be
defective in workmanship or material together with any other adjacent Work that may be
displaced in connection with such replacement within a period of _____
year(s) from the date of completion as defined in Public Contract Code section 7107,
subdivision (c), ordinary wear and tear and unusual abuse or neglect excepted. The date of
completion is _____, 20____.

In the event of the undersigned's failure to comply with the above-mentioned conditions
within a reasonable period of time, as determined by the District, but not later than seven
(7) days after being notified in writing by the District, the undersigned authorizes the
District to proceed to have said defects repaired and made good at the expense of the
undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

Name: _____

Address: _____

Phone No.: _____

Email: _____

END OF DOCUMENT

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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 Expenditure Directive: Written authorization for expenditure of allowance, if any.

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

1.1.4 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.

1.1.5 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**.

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

1.1.7 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.

1.1.8 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.

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

1.1.10 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.

1.1.11 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.

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

1.1.13 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:

- 1.1.13.1** Notice to Bidders
- 1.1.13.2** Instructions to Bidders
- 1.1.13.3** Bid Form and Proposal
- 1.1.13.4** Bid Bond
- 1.1.13.5** Designated Subcontractors List
- 1.1.13.6** Site Visit Certification (if a site visit was required)
- 1.1.13.7** Non-Collusion Declaration
- 1.1.13.8** Notice of Award
- 1.1.13.9** Notice to Proceed
- 1.1.13.10** Agreement
- 1.1.13.11** Escrow of Bid Documentation
- 1.1.13.12** Escrow Agreement for Security Deposits in Lieu of Retention (if applicable)
- 1.1.13.13** Performance Bond
- 1.1.13.14** Payment Bond (Contractor's Labor & Material Bond)
- 1.1.13.15** General Conditions
- 1.1.13.16** Special Conditions (if applicable)
- 1.1.13.17** Project Labor Agreement (if applicable)
- 1.1.13.18** Hazardous Materials Procedures and Requirements
- 1.1.13.19** Workers' Compensation Certification
- 1.1.13.20** Prevailing Wage Certification
- 1.1.13.21** Disabled Veteran Business Enterprise Participation Certification (if applicable)
- 1.1.13.22** Drug-Free Workplace Certification (if applicable)
- 1.1.13.23** Tobacco-Free Environment Certification
- 1.1.13.24** Hazardous Materials Certification (if applicable)
- 1.1.13.25** Lead-Based Materials Certification (if applicable)
- 1.1.13.26** Imported Materials Certification (if applicable)
- 1.1.13.27** Criminal Background Investigation/Fingerprinting Certification
- 1.1.13.28** Buy American Certification (if certain federal funds used)
- 1.1.13.29** Roofing Project Certification (if applicable)
- 1.1.13.30** Registered Subcontractors List

- 1.1.13.31** Iran Contracting Act Certification (if applicable)
- 1.1.13.32** COVID-19 Vaccination/Testing Certification
- 1.1.13.33** Federal Debarment Certification (if applicable)
- 1.1.13.34** Federal Byrd Anti-Lobbying Certification (if applicable)
- 1.1.13.35** Post Bid Interview
- 1.1.13.36** All Plans, Technical Specifications, and Drawings
- 1.1.13.37** Any and all addenda to any of the above documents
- 1.1.13.38** Any and all change orders or written modifications to the above documents if approved in writing by the District

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

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

1.1.16 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.

1.1.17 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.

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

1.1.19 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.

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

1.1.21 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.

1.1.22 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,

1.1.22.1 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

1.1.22.2 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.

1.1.23 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.

1.1.24 DSA: Division of the State Architect.

1.1.25 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.

1.1.26 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.

1.1.27 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.

1.1.28 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.

1.1.29 Plans: See **Drawings**.

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

1.1.31 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.

1.1.32 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.

1.1.33 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.

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

1.1.35 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.

1.1.36 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.

1.1.37 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.

1.1.38 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.

1.1.39 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.

1.1.40 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**.

1.1.41 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.

1.1.42 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.

1.1.43 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").

1.1.44 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.

1.1.45 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.

1.1.46 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.

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

1.1.48 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.

1.1.49 State: The State of California.

1.1.50 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.

1.1.51 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.

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

1.1.53 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.

1.1.54 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

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.

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 is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it 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. Contractor assumes exclusively the responsibility for the acts of its agents, and employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its Subcontractors, agents, and its employees shall not be entitled to any rights or privileges of District employees. District shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

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

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

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

6.1.5 [RESERVED]

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

6.1.7 [RESERVED]

6.1.8 If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the District in writing prior to

making any contemplated change. The District shall determine in writing if Contractor's intended change is permissible while performing this Contract.

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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.

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13.1.8 Insurance Policy Limits

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

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability	Any Auto – Combined Single Limit	\$1,000,000
Workers' Compensation		Statutory limits pursuant to State law
Employers' Liability		\$1,000,000
Builder's Risk (Course of Construction)		Issued for the value and scope of Work indicated herein.
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

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

13.2 Contract Security - Bonds

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

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

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

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

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

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

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

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

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

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

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

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

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

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

14.2 Indemnity and Defense

14.2.1 To the furthest extent permitted by California law, the Contractor shall indemnify, keep and hold harmless the District, the Architect(s), and the Construction Manager(s), their respective consultants, separate contractors, board

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

14.2.2 To the furthest extent permitted by California law, Contractor shall also defend Indemnitees, at its own expense, including but not limited to attorneys' fees and costs, against all Claims caused by, arising out of, resulting from, or incidental to, in whole or in part, the performance of the Work under this Contract by the Contractor, its Subcontractors, vendors, or suppliers. However, without impacting Contractor's obligation to provide an immediate and ongoing defense of Indemnitees, the Contractor's defense obligation shall be retroactively reduced by the proportion of the Indemnitees' and/or Architect's liability to the extent caused by the sole negligence, active negligence, or willful misconduct of the Indemnitees, and/or defects in design furnished by the Architect, as found by a court or arbitrator of competent jurisdiction. The District shall have the right to accept or reject any legal representation that Contractor proposes to defend the Indemnitees. If any Indemnitee 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 Indemnitee 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 Indemnitee 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, 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 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 Unknown and/or Unforeseen Conditions

If there is an Allowance, then Contractor must submit a Request for Allowance Expenditure Directive, including supporting documentation as described below, to receive authorization for the release of funds from the Allowance. 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 this Allowance. No overhead and profit shall be added to the Allowance Expenditure Directive. If cost of the unforeseen condition(s) exceed the Allowance, Contractor must submit a PCO for amounts in excess of the Allowance requesting 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.

17.7.5 Time to Submit Proposed Change Order

Contractor shall submit its PCO 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.

17.7.6 Proposed Change Order Certification

In submitting a PCO, Contractor certifies and affirms that the cost and/or time request is submitted in good faith, that the cost and/or time request is accurate and in accordance with the provisions of the Contract Documents, and the Contractor

submits the cost and/or request for extension of time recognizing the significant civil penalties and treble damages which follow from making a false claim or presenting a false claim under Government Code section 12650 et seq.

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

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17.8 Format for Proposed Change Order

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

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

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

17.8.2 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>.

17.8.3 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.

17.8.4 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.

17.8.5 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.

17.8.6 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.

17.10 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, section 25.4, 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, section 25.4, 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 30 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

SPECIAL CONDITIONS

THIS DOCUMENT MUST BE ADAPTED FOR EACH PROJECT – Delete any provision that is not applicable or if no change from the provision in the General Conditions.

*** THIS LIST OF SPECIAL CONDITION PROVISIONS IS FOR REFERENCE ONLY. REMOVE THIS PAGE BEFORE USING THIS DOCUMENT. ***

1. Mitigation Measures
2. Modernization Projects
3. Badge Policy for Contractors
4. Substitution for Specified Items
5. Weather Days
6. Owner-Controlled or Wrap-Up Insurance Program
7. Insurance Policy Limits
8. Permits, Certificates, Licenses, Fees, Approval
9. Project Labor Agreement/Payroll Records
10. As-Builts and Record Drawings
11. Disabled Veteran Business Enterprises
12. Construction Manager
13. Program Manager
14. Federal Funds - Wages
15. Federal Funds – Debarment
16. Federal Funds – Byrd Anti-Lobbying
17. Federal Funds – Procurement of recovered materials
18. Federal Funds - Domestic preferences for procurements
19. Preliminary Schedule of Values
20. COVID-19 Safety Requirements
21. COVID-19 Vaccination/Testing Requirements

SPECIAL CONDITIONS

1. Mitigation Measures

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.*)Modernization Projects

1.1 Access. Access to the school buildings and entry to buildings, classrooms, restrooms, mechanical rooms, electrical rooms, or other rooms, for construction purposes, must be coordinated with District and onsite District personnel before Work is to start. Unless agreed to otherwise in writing, only a school custodian will be allowed to unlock and lock doors in existing building(s). The custodian will be available only while school is in session. If a custodian is required to arrive before 7:00 a.m. or leave after 3:30 p.m. to accommodate Contractor's Work, the overtime wages for the custodian will be paid by the Contractor, unless at the discretion of the District, other arrangements are made in advance.

1.2 Keys. Upon request, the District may, at its own discretion, provide keys to the school site for the convenience of the Contractor. The Contractor agrees to pay all expenses to re-key the entire school site and all other affected District buildings if the keys are lost or stolen, or if any unauthorized party obtains a copy of the key or access to the school.

1.3 Maintaining Services. The Contractor is advised that Work is to be performed in spaces regularly scheduled for instruction. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities shall be only as arranged in advance with the District. Contractor shall provide temporary services to all facilities interrupted by Contractor's Work.

1.4 Maintaining Utilities. The Contractor shall maintain in operation during duration of Contract, drainage lines, storm drains, sewers, water, gas, electrical, steam, and other utility service lines within working area.

1.5 Confidentiality. Contractor shall maintain the confidentiality of all information, documents, programs, procedures and all other items that Contractor encounters while performing the Work. This requirement shall be ongoing and shall survive the expiration or termination of this Contract and specifically includes, without limitation, all student, parent, and employee disciplinary information and health information.

1.6 Work during Instructional Time. By submitting its bid, Contractor affirms that Work may be performed during ongoing instruction in existing facilities. If so, Contractor agrees to cooperate to the best of its ability to minimize any disruption to school operations and any use of school facilities by the public up to, and including, rescheduling specific work activities, at no additional cost to District.

1.7 No Work during Student 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.

2. Badge Policy for Contractors

All Contractors doing work for the District will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a District facility.

2.1 Badges must be filled out in full and contain the following information:

2.1.1 Name of Contractor

2.1.2 Name of Employee

2.1.3 Contractor's address and phone number

2.2 Badges are to be worn when the Contractor or his/her employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow District employees, the Architect, the Construction Manager, the Program Manager, or the Project Inspector to review the information on the badges upon request.

2.3 Continued failure to display identification badges as required by this policy may result in the individual being removed from the Project or assessment of fines against the Contractor.

3. Substitutions for Specified Items

Replace Section 1.7 in the General Conditions with the following provisions:

1.7.1 Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

1.7.1.1 If the material, process, or article offered by Contractor is not, in the opinion of the District, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

1.7.1.2 This provision shall not be applicable with respect to any material, product, thing or service for which District made findings and gave notice in accordance with Public Contract Code section 3400(c); therefore, Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

1.7.2 A request for a substitution shall be submitted as follows:

1.7.2.1 Contractor shall notify the District in writing of any request for a substitution at least ten (10) days prior to bid opening as indicated in the Instructions to Bidders.

1.7.2.2 Requests for Substitutions after award of the Contract shall be submitted within thirty-five (35) days of the date of the Notice of Award.

1.7.3 Within 35 days after the date of the Notice of Award, Contractor shall provide data substantiating a request for substitution of "an equal" item, including but not limited to the following:

1.7.3.1 All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

1.7.3.2 Available maintenance, repair or replacement services;

1.7.3.3 Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

1.7.3.4 Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the District or others under Contract with the District); and

1.7.3.5 The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

1.7.4 No substitutions shall be made until approved, in writing, by the District. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

1.7.4.1 The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

1.7.4.2 The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

1.7.4.3 The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

1.7.4.4 The Contractor shall be responsible for any re-design costs occasioned by District's acceptance and/or approval of any substitute; and

1.7.4.5 The Contractor shall, in the event that a substitute is less costly than that specified, credit the District with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

1.7.5 In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

1.7.6 In no event shall the District be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

1.7.7 Contractor shall be responsible for any costs the District incurs for professional services, DSA fees, or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods. District may deduct those costs from any amounts owing to the Contractor for the review of the request for substitution, even if the request for substitution is not approved. District, at its sole discretion, shall deduct from the payments due to and/or invoice Contractor for all the professional services and/or DSA fees or delay to the Project Schedule, if applicable, while DSA reviews changes for the convenience of Contractor and/or to accommodate Contractor's means and methods arising herein.

4. Weather Days

Replace Section 15.2.1.5 in the General Conditions with the following:

15.2.1.5 The number of days of Adverse Weather exceeds the following parameters:

January		July	
February		August	
March		September	
April		October	
May		November	
June		December	

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5. Owner-Controlled or Wrap-Up Insurance Program

Contractor and all Subcontractors under the Contractor shall participate in and comply with the owner-controlled or wrap-up insurance program ("OCIP") as required by the District, OCIP Administrator, insurers, or designees, prior to the commencement of construction activities at the Project. In addition, Contractor shall procure and maintain, at its own expense, until completion and final acceptance of the Work at least the following insurance from insurance companies with an A.M. Best rating of no less than _____, except for those coverages provided by the OCIP as described in the OCIP Manual:

[Commercial General Liability]	Personal Injury Liability, Broad Form Property Damage including completed operations, and Explosion, Collapse and Underground Hazards	[E.G. \$5,000,000]
[Automobile Liability – Any Auto]	Bodily Injury and Property Damage	[E.G. \$5,000,000]
[Workers Compensation]		Statutory limits pursuant to State law
[Employers' Liability]		[E.G. \$1,000,000]

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6. Insurance Policy Limits

All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than _____. The limits of insurance shall not be less than:

Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	[E.G. CHOOSE ONE OF THREE OPTIONS: Option 1 - Low Risk Option: \$1,000,000 per occurrence; \$2,000,000 aggregate
		Option 2 - Intermediate Risk Option: \$2,000,000 per occurrence; \$4,000,000 aggregate
		Option 3 - High Risk Option: \$5,000,000 per occurrence; \$10,000,000 aggregate]
Automobile Liability – Any Auto	Combined Single Limit	[E.G. CHOOSE ONE OF TWO OPTIONS: Option 1: Personal vehicles: \$500,000 Commercial vehicles: \$1,000,000
		Option 2: Personal vehicles: \$100,000 per person/ \$300,000 per accident]
Workers' Compensation		Statutory limits pursuant to State law
Employer's Liability		[E.G. \$0]
Builder's Risk (Course of Construction)		[E.G. \$0]
Pollution Liability		[E.G. \$0]

7. Permits, Certificates, Licenses, Fees, Approvals

7.1 Payment for Permits, Certificates, Licenses, Fees, and Approvals. As required in the General Conditions, the Contractor shall secure and pay for all permits, licenses, approvals, and certificates necessary for the prosecution of the Work with the exception of the following:

With respect to the above-listed items, Contractor shall be responsible for securing such items; however, District will be responsible for payment of these charges or fees. Contractor shall notify the District of the amount due with respect to such items and to whom the amount is payable. Contractor shall provide the District with an invoice and receipt with respect to such charges or fees.

8. Project Labor Agreement/Payroll Records

The District has entered into a Project Labor Agreement ("PLA"), which covers this Project.

Accordingly, the following provision is added as Section 26.4.6:

26.4.6 As Contractor and its subcontractors have agreed to be bound by the terms of the PLA entered into by the District [on or about / dated] _____, Contractor and its subcontractors may be excused from uploading CPRs 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 at <http://www.dir.ca.gov/Public-Works/Certified-Payroll-Reporting.html> , or by using a more current application and URL. However, within ten (10) days of any request by the District or Labor Commissioner, Contractor and its subcontractors shall provide CPRs 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.

9. As-Builts and Record Drawings

9.1 When called for by Division 1, Contractor shall submit As-Built Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format _____, plus one set of As-Built Drawings on vellum or mylar.

9.2 Contractor shall submit Record Drawings pursuant to the Contract Documents consisting of one set of computer-aided design and drafting ("CADD") files in the following format _____, plus one set of Record Drawings on vellum or mylar].

10. Disabled Veteran Business Enterprises

This Project uses or may plan to use funds allocated pursuant to the State of California School Facility Program ("Program") for the construction and/or modernization of school buildings. Therefore, Section 17076.11 of the Education Code requires the District to have a participation goal for disabled veteran business enterprises ("DVBE") of at least three percent (3%), per year, of the overall dollar amount expended each year by the District on projects that receive state funding. The Contractor must submit the Disabled Veteran

Business Enterprise Participation Certification to the District with its executed Agreement, identifying the steps Contractor took to solicit DVBE participation in conjunction with this Contract.

11. Construction Manager

The District will use a Construction Manager on the Project that is the subject of this Contract. _____ is the Construction Manager for this Project.

12. Program Manager

_____ is the Program Manager designated for the Project that is the subject of this Contract.

13. Federal Funds - Wages

As this Project is funded in whole or in part by federal funds, Contractor and all Subcontractors are subject to civil or criminal prosecution for any violation of the federal False Claims Act set forth under section 1001 of title 18 and section 231 of title 31 of the United States Code.

The following provisions are added as Section 27 of the General Conditions:

27. FEDERAL LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

27.1 Minimum Wages

The Davis-Bacon Act and 29 CFR parts 1 through 7 shall apply if the Project is financed in whole or in part from Federal funds or in accordance with guarantees of a Federal agency or financed from funds obtained by pledge of any contract of a Federal agency to make a loan, grant or annual contribution.

27.1.1 All laborers and mechanics employed or working upon the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the Project), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account, except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3) , the full amount of wages and bona fide fringe benefits, or cash equivalents thereof, due at time of payment computed at rates not less than those contained in the applicable wage determination of the Secretary of Labor regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of this section, including but not limited to paragraph 27.1.7; also, regular contributions made or costs incurred for more than a weekly period, but not less often than quarterly, under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits

on the wage determination for the classification of Work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing Work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, that the employer's payroll records accurately set forth the time spent in each classification in which Work is performed. The wage determination including any additional classification and wage rates conformed under this section, including but not limited to paragraph 27.1.6 and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the Site of the Work in a prominent and accessible place where it can be easily seen by the workers.

27.1.2 Any class of laborers or mechanics, including helpers, and which is to be employed under the Contract which is not listed in the wage determination shall be classified in conformance with the wage determination. An additional classification and wage rate and fringe benefits will not be approved unless when the following criteria have been met:

27.1.2.1 The Work to be performed by the classification requested is not performed by a classification in the wage determination; and

27.1.2.2 The classification is utilized in the area by the construction industry; and

27.1.2.3 The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

27.1.3 If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the Contractor to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210.

27.1.4 In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the District do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the Contractor shall provide the questions, including the views of all interested parties and the recommendation of the District, to the District for the District's review and referral to the Administrator for determination.

27.1.5 The wage rate (including fringe benefits where appropriate) determined pursuant to this section, shall be paid to all workers performing Work in the classification under this Contract from the first day on which Work is performed in the classification.

27.1.6 Whenever the minimum wage rate prescribed in any applicable wage determination for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

27.1.7 If the Contractor does not make payments to a trustee or other third person, the Contractor may consider, as part of the wages of any laborer or

mechanic, the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. If the Secretary of Labor so requires, the Contractor shall set aside in a separate account sufficient assets to meet obligations under the plan or program.

27.2 Withholding. District may, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor under this Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract. In the event of Contractor's or any Subcontractors' failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the Site of the Work (or under the United States Housing Act of 1937 or under the Housing Act of 1949 in the construction or development of the project), all or part of the wages required by the Contract, the District may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as it deems necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

27.3 Payrolls and basic records.

27.3.1 Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the Site of the Work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

27.3.2 The Contractor shall submit weekly for each week in which any Contract Work is performed a copy of all payrolls to the District. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the

payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information shall be submitted on a form acceptable to the District. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <https://www.dol.gov/whd/programs/dbra/wh347.htm> or its successor site. Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractor and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the District, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. Contractor may require a Subcontractor to provide addresses and social security numbers to the Contractor for its own records, without weekly submission to the District or other government agency

27.3.3 Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

27.3.3.1 That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii) of Regulations, 29 CFR part 5,

27.3.3.2 That the appropriate information is being maintained under 29 CFR 5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and

27.3.3.3 That such information is correct and complete;

27.3.3.4 That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and

27.3.3.5 That no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

27.3.3.6 That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into or applicable to the Contract.

27.3.3.7 The weekly submission of a properly executed certification in the form set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 27.3.3 of this section.

27.3.3.8 The falsification of any of the above certifications may subject the Contractor or one or more Subcontractors to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

27.3.3.9 The Contractor or Subcontractor shall make the records required under this section available for inspection, copying, or transcription by authorized representatives of the District or the federal Department of Labor, and shall

permit representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

27.4 Apprentices and trainees

27.4.1 Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the Work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first ninety (90) days of probationary employment as an apprentice in an eligible apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job Site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.2 Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job Site shall not be greater than permitted under the plan

approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job Site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

27.4.3 Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

27.5 Compliance with Copeland Act requirements. Contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this Contract.

27.6 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the clauses contained in 29 CFR 5.5(a)(1) through (10) and such other clauses as the Federal agency may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for the compliance by any Subcontractor or lower tier Subcontractor with all the Contract clauses in 29 CFR 5.5.

27.7 Contract termination: debarment. A breach of the Contract clauses in 29 CFR 5.5 may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in 29 CFR 5.12.

27.8 Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this Contract.

27.9 Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its Subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

27.10 Certification of eligibility.

27.10.1 By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.2 No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

27.10.3 Contractor shall be subject to the penalty for making false statements prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

27.11 Clauses Mandated by Contract Work Hours and Safety Standards Act.

As used in the following paragraphs, the terms laborers and mechanics include watchmen and guards.

27.11.1 Overtime requirements. No Contractor or Subcontractor contracting for any part of the Contract Work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such Work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

27.11.2 Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in the foregoing paragraph the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the foregoing paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to Work in excess of the standard workweek of forty hours without payment of the overtime wages required by the foregoing paragraph.

27.11.3 Withholding for unpaid wages and liquidated damages. The District may upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the Contractor or Subcontractor under the Contract or any other Federal contract with the same Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same Contractor, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in the foregoing paragraph.

27.11.4 Subcontracts. The Contractor or Subcontractor shall insert in any subcontracts the foregoing paragraphs concerning "Overtime requirements" and "Violation; liability for unpaid wages; liquidated damages" and also a clause requiring

each Subcontractor to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any Subcontractor or lower tier Subcontractor with the clauses set forth in paragraphs 27.11.1 through 27.11.4 of this section.

15. Federal Funds – Debarment

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.5 of the General Conditions:

This Project uses or may plan to use federal funds. Consequently, Contractor is required to provide a signed "Federal Debarment" certification with its bid. This certification is required by the regulation implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 89, Section 98.510, Participants; responsibilities. The regulations were published as Part of VII of the May 26, 1988 Federal Register (pages 19160-19211).

16. Federal Funds – Byrd Anti-Lobbying

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.1.7 of the General Conditions:

If the contract exceeds \$100,000, Contractor is required to provide a signed "Byrd Anti-Lobbying" certification with its bid ((31 U.S.C. 1352) (Appendix II to 2 CFR, Part 200)).

17. Federal Funds – Procurement of recovered materials

As this Project is funded in whole or in part by federal funds, the following provision is added as Section 6.13.5 of the General Conditions:

Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

18. Federal Funds - Domestic preferences for procurements

As this Project is funded in whole or in part by a federal grant made after November 12, 2020, the following provision is added as Section 1.8.10 of the General Conditions:

1.8.10 As appropriate and to the extent consistent with law, Contractor should, to the greatest extent practicable for the Project, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured

products). The requirements of this section must be included in all subcontracts and purchase orders for work or products for the Project.

1.8.10.1 "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

1.8.10.2 "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

19. Preliminary Schedule of Values

The preliminary schedule of values shall include, at a minimum, the following information and the following structure:

Replace Section 10.1.1.2.3 in the General Conditions with the following provisions:

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 **[2]**%;

10.1.1.2.3.2 Submittals, samples and shop drawings combined to equal not more than **[4]**%;

10.1.1.2.3.3 Bonds and insurance combined to equal not more than **[2.5]**%.

10.1.1.2.3.4 Closeout documentation shall have a value in the preliminary schedule of not less than **[10]**%.

20. COVID-19 Safety Requirements

Contractor shall, at its cost, timely comply with all applicable federal, State, and local requirements relating to COVID-19 or other public health emergency/epidemic/pandemic. Further, except to the extent the Order provides otherwise, Contractor and Contractor's personnel, subcontractors and suppliers shall continue to comply with all applicable terms in the California Department of Public Health's State Public Health Officer Orders.

21. COVID-19 Vaccination/Testing Requirements

Vaccination Requirements

Contractor shall fill out, sign, date and submit to District the COVID-19 Vaccination/Testing Certification Form, attached hereto as **Attachment "A."**

According to the August 11, 2021, California Department of Public Health ("CDPH") State Public Health Officer Order ("Order"), a person is "fully vaccinated" for COVID-19 if two weeks or more have passed since they have received the second dose in a 2-dose series (Pfizer-BioNTech or Moderna or vaccine authorized by the World Health

Organization), or two weeks or more have passed since they received a single-dose vaccine (Johnson and Johnson[J&J]/Janssen).

Pursuant to the CDPH Guidance for Vaccine Records Guidelines & Standards, Contractor shall only accept the following as proof of vaccination:

- (a) COVID-19 Vaccination Record Card (issued by the Department of Health and Human Services Centers for Disease Control & Prevention or WHO Yellow Card which includes name of person vaccinated, type of vaccine provided and date last dose administered);
- (b) a photo of a Vaccination Record Card as a separate document;
- (c) a photo of a Vaccination Record Card stored on a phone or electronic device;
- (d) documentation of COVID-19 vaccination from a health care provider;
- (e) digital record that includes a QR code that when scanned by a SMART Health Card reader displays to the reader name, date of birth, vaccine dates and vaccine type; or
- (f) documentation of vaccination from other contracted employers who follow these vaccination records guidelines and standards.

In the absence of knowledge to the contrary, Contractor may accept the documentation presented in (a) through (f) above as valid.

Contractor shall have a plan in place for tracking verified Contractor personnel vaccination status. Records of vaccination verification must be made available, upon request, to the local health jurisdiction for purposes of case investigation.

Contractor personnel, including any and all tiers of subcontractor, supplier, and any other personnel entering the Project site, who are not fully vaccinated, or for whom vaccine status is unknown or documentation is not provided, must be considered unvaccinated.

Weekly Testing Requirements

Contractor shall ensure that Contractor personnel, including any and all tiers of subcontractor, supplier, and any other worker entering the Project site, who are unvaccinated or who are not fully vaccinated are required to undergo diagnostic screening testing, as specified below:

- (a) Contractor personnel may be tested with either antigen or molecular tests to satisfy this requirement, but unvaccinated or incompletely vaccinated workers must be tested at least once weekly with either PCR testing or antigen testing. Any PCR (molecular) or antigen test used must either have Emergency Use Authorization by the U.S. Food and Drug Administration or be operating per the Laboratory Developed Test requirements by the U.S. Centers for Medicare and Medicaid Services.
- (b) Unvaccinated or not fully vaccinated Contractor personnel must also observe all other infection control requirements, and are not exempted

from the testing requirement even if they have a medical contraindication to vaccination, since they are still potentially able to spread the illness. Previous history of COVID-19 from which the individual recovered more than 90 days earlier, or a previous positive antibody test for COVID-19, do not waive this requirement for testing.

Contractor shall have a plan in place for tracking test results and conducting workplace contact tracing, and must report results to local public health departments, if applicable.

[ATTACHMENT "A" ON NEXT PAGE]

ATTACHMENT "A"
COVID-19 VACCINATION/TESTING CERTIFICATION

Contractor: _____

The California Department of Public Health ("CDPH") requires, pursuant to its August 11, 2021, Order ("Order"), that all public and private schools serving students in transitional kindergarten through grade twelve, unless exempt, are required to verify the vaccine status of all K-12 school workers, effective October 15, 2021. Further, pursuant to the Order, all such schools are required to verify that all workers are either fully vaccinated or undergo weekly diagnostic testing.

In light of these CDPH requirements, Contractor certifies that the following entity:

_____ has verified that the Contractor personnel providing services at District's Project site(s):

- ☐ Have all been fully vaccinated in accordance with the CDPH Order.
- ☐ Have not all been fully vaccinated, but those who are unvaccinated or not fully vaccinated undergo weekly diagnostic testing in accordance with the CDPH Order.
- ☐ Have not been fully vaccinated and do not undergo weekly diagnostic testing in accordance with the CDPH Order.

Contractor understands that the District's Project site will need to comply with the CDPH Order's COVID-19 requirements for fully vaccinated personnel or unvaccinated personnel. Personnel who are not fully vaccinated or decline to state their vaccination status will be treated as unvaccinated, and Contractor will comply with the CDPH Order, and all applicable state and local laws for vaccinated and unvaccinated personnel.

CERTIFICATION

I, _____, certify that I am Contractor's _____ and that I have made a diligent effort to ascertain the facts with regard to the representations made herein.

Date: _____

Proper Name of Contractor: _____

Signature: _____

Print Name: _____

Title: _____

END OF DOCUMENT

HAZARDOUS MATERIALS
PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazardous waste abatement.

2. Notice of Hazardous Waste or Materials

- a. Contractor shall give notice in writing to the District, the Construction Manager, and the Architect promptly, before any of the following materials are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:
 - (1) Material that Contractor believes may be a material that is hazardous waste or hazardous material, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law;
 - (2) Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.
- b. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.
- c. In response to Contractor's written notice, the District shall investigate the identified conditions.
- d. If the District determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the District shall so notify Contractor in writing, stating reasons. If the District and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Time, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the District.
- e. If after receipt of notice from the District, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then District may order such portion of Work that is in connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or District may invoke its rights to terminate the Contract in whole or in part. District will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Time as a result of deleting such portion of Work, or performing the Work by others.

- f. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

- a. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable laws and contractual requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).
- b. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.
- c. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its bid, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

- a. District reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job, and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.
- b. Contractor acknowledges that District has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that District shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event District elects to perform these activities and tests, Contractor shall afford District ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these

activities or tests by District in the Contract Price and the Scheduled Completion Date.

- c. Notwithstanding District's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and District reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

- a. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.
- b. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:
 - (1) The protection of the public health, welfare and environment;
 - (2) Storage, handling, or use of asbestos, PCB, lead, petroleum based products, radioactive material, or other hazardous materials;
 - (3) The generation, processing, treatment, storage, transport, disposal, destruction, or other management of asbestos, PCB, lead, petroleum, radioactive material, or hazardous waste materials or other waste materials of any kind; and
 - (4) The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

- a. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. District may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.
- b. Contractor shall develop and implement a system acceptable to District to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that District may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

- c. Contractor shall provide District with the name and address of each waste disposal facility prior to any disposal, and District shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which District has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the District.

7. Permits

- a. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to District that it and any disposal facility:
 - (1) have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law; and
 - (2) are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to District. Contractor shall not conduct any Work involving asbestos-containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with the all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying District in writing of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

- b. In the case of any permits or notices held in District's name or of necessity to be made in District's name, District shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for District review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

To the fullest extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, a waste transporter, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 9601 *et seq.*).

9. Termination

District shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

SUBMITTALS

The following Supplemental Conditions apply to school projects and are in addition to the General Conditions, Section 00 72 13. Items in this Section modify the General Conditions and shall take precedence thereover. Unaltered portions of the General Conditions shall remain in effect.

PART 1 GENERAL**1.01 SECTION INCLUDES**

- a. Submittal procedures
- b. Construction Progress Schedules
- c. Proposed Products List
- d. Shop Drawings
- e. Product Data
- f. Samples
- g. Manufacturers' Instructions
- h. Manufacturers' Certificates

1.02 RELATED SECTIONS

- a. Section 01 45 00 - Quality Control: Manufacturers' field services and reports.

1.03 SUBMITTAL PROCEDURES

- a. Transmit each submittal with AIA Form G810 or Architect-approved form.
- b. Sequentially number the transmittal forms. Resubmittals to have original number with an alphabetic suffix.
- c. Identify project, general contractor, construction manager, prime contractor or supplier; pertinent drawing sheet and detail number(s), and specification section number, as appropriate.
- d. Apply general contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the work and contract documents.
- e. Deliver to Architect at business address. Coordinate submission of related items. Architect shall have a minimum of 21 calendar days for review of all submittals.
- f. Identify variations from contract documents and product or system limitations, which may be detrimental to successful performance of the completed work.

- g. Provide space 4" x 4" for contractor and architect review stamps.
- h. Revise and resubmit submittals as required, identify all changes made since previous submittal.
- i. Distribute copies of reviewed submittals to concerned parties. Instruct parties to promptly report any inability to comply with provisions.
- j. All submittals, except shop drawings, required shall be submitted within 15 days unless noted otherwise or as shown on drawing from date of award of contract for shop drawings, product data, samples, and product delivery dates, including those furnished by Owner.

1.04 PROPOSED PRODUCTS LIST

- a. Within 15 days after date of award of contract, submit complete list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- b. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.05 SHOP DRAWINGS

- a. Submit in the form of one reproducible transparency and seven opaque reproductions.
- b. After review, distribute in accordance with Paragraph 1.03 above and for Record Documents described in Section 00 72 13.
- c. All shop drawings shall be submitted within 30 days after the award of the contract.

1.06 PRODUCT DATA

- a. Submit the number of copies, which the contractor requires, plus three copies, which will be retained by the Architect.
- b. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this project.
- c. After review, distribute in accordance with Paragraph 1.03 above and provide copies for Record Documents described in Section 00 72 13.

1.07 SAMPLES

- a. Submit samples to illustrate functional and aesthetic characteristics of the Product, with integral parts and attachment devices. Coordinate sample submittals for interfacing work.
- b. Submit samples of finishes from the full range of manufacturers' standard colors, textures, and patterns for Architect's selection.
- c. Include identification on each sample, with full project information.
- d. Submit the number or samples specified in individual specification sections; one of which will be retained by Architect.
- e. Reviewed samples, which may be used in the work, are indicated in individual specification sections.

1.08 MANUFACTURER'S INSTRUCTIONS

- a. When specified in individual specification sections, submit manufacturers' printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, in quantities specified for Product Data.
- b. Identify conflicts between manufacturers' instructions and contract documents.

1.09 MANUFACTURER'S CERTIFICATES

- a. When specified in individual specification sections, submit manufacturers' certificate to Architect for review, in quantities specified for Product Data.
- b. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- c. Certificates may be recent or previous test results on material or product, but must be acceptable to the Architect.

END OF SECTION
10/19/2023

REGULATORY REQUIREMENTS

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

The following Supplemental Conditions apply to school projects and are in addition to the General Conditions, Section 00 72 13. Items in this Section modify the General Conditions and shall take precedence thereover. Unaltered portions of the General Conditions shall remain in effect.

PART 1 GOVERNING (REVIEWING AND APPROVING) AGENCY

The Governing (Reviewing and Approving) Agency for this project shall be:

DIVISION OF THE STATE ARCHITECT

PART 2 STATE LAWS AND REGULATIONS

2.01 The project shall be constructed under the complete jurisdiction of all laws of the State of California governing the construction of public buildings, to-wit:

2021 I.B.C., Volumes 1 & 2 with 2022 C.B.C. Amendments

- a. Contractor shall comply with California Building Code C.B.C., Titles 19 and C.C.R. Title 24 (2022 C.B.C.), Parts 1, 2, 6, 9, 11 & 12 in addition to all other applicable regulations. Contractor shall keep a copy of the latest edition of Titles 19, and Title 24, Parts 1, 2, 6, 9 & 12 on the job site at all times, and keep it available for reference use. Nothing in these plans or specifications shall be construed to permit work not conforming to these codes. A copy of stamped plans and specifications shall be kept on the job site and made available to the Owner's Inspector. The provisions of all applicable building codes and ordinances shall be considered a minimum requirement. Where the requirements of these Contract Documents exceed those of such codes or ordinances, these Contract Documents shall govern.
- b. All laws governing the employment of labor, qualifications for employment, posting of minimum wage rates, hours of work, employment of aliens, payment of employees, convict-made materials, domestic and foreign materials and accident prevention.
- c. Title 19 of the California Code of Regulations entitled "Public Safety".
- d. General Industrial Safety Orders: Each and every Contractor shall observe and conform to the provisions of Title 8, California Code of Regulations bearing upon safe and proper use, construction, disposal, etc., of materials, machinery and building appurtenances as therein set forth.
- e. Code Rules and Safety Orders: All work and materials shall be in full accordance with the latest rules and regulations of the California State Fire Marshal; the safety orders of the Division of Industrial Safety, Department of Industrial Relations, and any State Laws or Ordinances. Nothing in these plans and specifications is to be construed to permit work not conforming to these Codes.
- f. Title 24, CBC, Part 2, 2022 C.B.C. (2021 IBC)
- g. Title 24, CBC, Part 3, 2022 C.E.C. (2020 NEC w/NFPA 70)
- h. Title 24, CBC, Part 4, 2022 C.M.C. (2021 UMC)
- i. Title 24, CBC, Part 5, 2022 C.P.C. (2021 UPC)
- j. Title 24, CBC, Part 9, 2022 C.F.C. (2021 IFC)
- k. Title 24, CBC, Part 6, 2022 C.E.C.
- l. Title 24, CBC, Part 11, 2022 C.G.C.
- m. Title 19, CCR, Public Safety, Div. 1, State Fire Marshal Regulations.
- n. Occupational Health & Safety Act. (OSHA)

All of the above laws and regulations, through referral herein, are as much a part of the Contract as if they were incorporated in their entirety in this Section.

2.02 ALTERATION REHABILITATION OR RECONSTRUCTION PROJECTS

Pursuant to Section 4-317 (c) Part 1, Title 24, CCR, requires the following notes to be **added** to the specifications:

“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.”

PART 3 TESTS AND INSPECTIONS

- a. Tests and Inspections shall be as specified in Section 01 45 00 00.
- b. The Architect or Registered Engineer in general responsible charge shall designate the testing of materials consistent with the needs of the project and shall issue specific instructions to the testing agency.

END OF SECTION
10/19/2023

QUALITY CONTROL

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 SCOPE OF WORK**

The work of this Section shall include the furnishing of all labor, materials and equipment required to complete all the tests and inspections of materials indicated on the drawings and as specified herein.

1.02 WORK INCLUDED

- a. Earthwork: Inspection of subgrade improvement operations, compacted fill and field density tests.
- b. Concrete Work: Testing and certification of concrete ingredients, compression cylinders, reinforcing steel and placement inspections.

1.03 OWNER'S INSPECTOR

- a. A DSA Certified project inspector employed by the Owner in accordance with the requirements of State of California Code of Regulations, Title 24 will be assigned to the work. Their duties are specifically defined in Part 1, Title 24, C.C.R., Sec. 4-342.
- b. The work of construction in all stages of progress shall be subject to the personal continuous observation of the inspector. He shall have free access to any or all parts of the work at any time. The General Contractor shall furnish the inspector reasonable facilities for obtaining such information as may be necessary to keep him fully informed respecting the progress and manner of the work and the character of the materials. Inspection of the work shall not relieve the General Contractor from any obligation to fulfill this Contract.
- c. Defective, or to require their correction. Rejected workmanship shall be satisfactorily corrected and rejected materials shall be removed from the premises without charge to the Owner. If the General Contractor does not correct such rejected work within a reasonable time, fixed by written notice, the Owner may correct same and charge the expense to the General Contractor. Should it be considered necessary or advisable by the Owner at any time before final acceptance of the entire work to make an examination of the work already completed by removing or tearing out the same, the General Contractor shall on request promptly furnish all necessary facilities, labor and materials. If such work is found to be defective in any respect due to the fault of the General Contractor or his subcontractor, he shall defray all expenses of such examinations and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract, the additional cost of labor and material necessarily involved in the examination and replacement shall be allowed the General Contractor.

1.04 COOPERATION

- a. Laboratory: Shall cooperate with all trades whose work affects or is affected by the tests and inspections.

- b. Cooperation: The General Contractor to cooperate with and provide testing laboratory opportunity and assistance in taking samples, making field tests and making inspections.

1.05 SPECIAL PROVISIONS

- a. Governing Agency: Shall be as specified in Section 01 41 00.
- b. Laboratory: A DSA Accepted testing laboratory directly employed by the District (Owner) shall conduct all the required tests and inspection for the project and shall be approved by Owner, Architect, Structural Engineer and Governing Agency. (Laboratory of Record may not be selected or known at time of bid or award of contract).
- c. Duties of Testing Laboratory: Inspect stock, mark identified stock, select and mark test specimens, perform required tests, inspections as specified, furnish required reports and certificates.
- d. Reports: To be executed immediately upon conclusion of each procedure and forwarded to:

Architect	Structural Engineer	Contractor
Owner	Subcontractor	Job Inspector
Governing Agency		

- (1) One copy of all tests reports shall be forwarded to The Division of the State Architect by the testing agency. Such reports shall include all tests made, regardless of whether such tests indicate that the material is satisfactory or unsatisfactory. Samples taken but not tested shall also be reported. Records of special sampling operations as required shall also be reported. The reports shall show that the material or materials were sampled and tested in accordance with the requirements of Title 24 and with the approved specifications. Test reports shall show the specified design strength. They shall also state definitely whether or not the material or materials tested comply with requirements.
 - (2) Verification of Test Reports: Each testing agency shall submit to the Division of the State Architect a verified report in duplicate covering all of the tests which are required to be made by that agency during the progress of the project. Such report shall be furnished each time that work on the project is suspended, covering the tests up to that time, and at the completion of the project, covering all tests.
- e. Payment: The Owner shall pay for all tests. When in the opinion of the Architect or the Division of the State Architect, additional tests are required, then such tests and inspection shall be paid for by the Owner but the amount paid shall be deducted from the Contract Price. Examples of such additional tests are: Tests of material substituted for previously accepted materials, unidentified materials, retests made necessary by the failure of materials to comply with the requirements of the specifications and load tests necessary because certain portions of the structure have not fully met specification or plan requirements.
- f. Selection of Samples: All samples and specimens for testing shall be selected by the inspector or by the testing laboratory, but not by the Contractor. The Contractor shall, at his own expense, furnish, package, mark and deliver all samples to be tested, when so directed by the inspector, testing laboratory, or as required by the specifications. Delivery of samples to the testing laboratory shall be made in ample time to allow tests

to be made without delaying construction. No extra time will be allowed for the completion of the work by reason of delay in testing samples. The General Contractor shall allow free access at all times to the representatives of the testing laboratory to the sources from which samples are taken.

- g. Preparation of Specimens: Taken by and at expense of fabricator under direction of testing laboratory and machined or prepared to conform to appropriate ASTM specification. Cost of machining specimens is considered part of the testing.
- h. Architect and Structural Engineer reserve the right to demand for test and special examination any materials or part thereof to insure compliance with specifications, and may reject for satisfactory replacement, any material or part judged defective as a result thereof. Applies also to materials or sources of same substituted for those previously approved. Such tests or examinations, even though not specified shall be performed as and when required. Costs paid for by Owner, but the amount paid shall be deducted from the Contract.

1.06 RELATED & APPLICABLE CODES

TITLE 24, PART 2 (2022 CBC) VOLUME 2 **TESTS AND INSPECTION REQUIREMENTS**

CONCRETE **CHAPTER 19A**

MATERIALS:

- | | |
|------------------------|----------------------|
| 1. Portland Cement | 1705 A.3.2; 1910 A.1 |
| 3. Concrete Aggregates | 1705 A.3.2; 1903 A.5 |
| 4. Reinforcing Bars | 1705 A.3.2; 1910 A.2 |

QUALITY:

- | | |
|-------------------------------|---|
| 1. Proportions of Concrete | 1910 A.1; Table 1705 A.3, Item 5 |
| 2. Strength Tests of Concrete | 1905 A.1.15; Table 1705 A.3, Item 5, ACI 318 Sec. 26.4, 26.12 |

INSPECTION:

- | | |
|---------------------------------------|--|
| 1. Batch Plant | 1705 A.3.3 |
| 2. Waiver of Batch Plant | 1705 A.3.3.1 |
| 3. Preplacement and Placing | 1705A.3.5; 1705A.3. |
| 6. Reinforcing Bar Welding | 1903 A.8; Table 1705 A.2.1 |
| 7. Post-Installed Anchors in Concrete | 1910 A.5; Table 1705 A.3, Items 4a&4b |
| 8. Reinforcing Bar Welding | 1903A.8; 1705A.3.1; Table 1705 A.3 Item 2; Table 1705 A.2.1, Item 5b |

PART 2 EXECUTION

2.01 EARTHWORK (Refer to Section 31 20 00)

- a. Testing Agency: Any required foundation consultation, examination or testing shall be done by an approved Geotechnical Engineer, per T24, Section 3304.1.
- b. Consultation or Procedures for this part of the work shall be only as requested by the Architect and Structural Engineer at the timework on the site is commenced and may consist of the following:
 - (1) Examination of exposed subgrades resulting from the cutting operation, including field density tests if considered necessary.

- (2) Verify completed foundation excavations.
- (3) Continuous inspection of any required filling and backfilling, including field density tests if considered necessary.
- (4) Imported or Native Fill Material: Approved material, perform suitability tests for compaction, qualities and optimum moisture if required.
- (5) Provide Continuous Inspection Supervision during removal and recompaction of existing soil and placement of fill.
- (6) Inspect and approve completed footing excavations.
- (7) Field Density Tests: Shall be made on samples from material in place as required to verify proper compaction densities of fills and backfills.

- c. Densities and Method: Densities specified relate to ASTM Designation D-1557 Method A.

2.02 CONCRETE WORK (Refer to Section 03 10 00)

- a. Inspections:

- (1) Notification: The General Contractor shall notify the following people, giving advance notice prior to commencing the designated work:

Person Notified	Advance Notice	Prior to Commencing	For Inspection
Architect	24 hours	Form Work	Excav.
Architect & Inspector	24 hours	Pouring Conc.	Form & Steel
Governing Agency	48 hours	Pouring Conc.	Form & Steel

- (2) No concrete shall be poured except in the presence of the Owner's Inspector and only after the forms and reinforcing steel have been approved by the Structural Engineer or his representative.
- (3) Batch Plant Inspections: When transit mixed concrete is used, continuous inspection shall be maintained at the plant by a qualified concrete technician who shall issue tickets certifying that quantities and quality of all materials used in the concrete are in accordance with these specifications and the approved design mix. The Owner will pay the costs of this inspection. This inspection will not be required for non-structural concrete (as defined in Paragraph (4) following).
- (4) Bonded Weightmaster Certificates: Non-structural concrete such as floor slabs on grade, walks, curb & gutter, etc., shall not require continuous batch plant inspection, but instead, a bonded weightmaster shall furnish notarized affidavits certifying that quantities and quality of all materials used in the concrete are in accordance with these specifications and the approved mix design. Waiver of batch plant inspection shall comply with Title 24, 2022 C.B.C., 2021 IBC, Vol 2, Sec. 1705A3.3.1.

- b. Tests: All concrete materials to be tested and reported prior to any use of same.

- (1) Portland Cement: Shall be tested in accordance with T24, Section 1901A.2 and ACI 318. One sample shall be taken for each 100 tons of cement except that when used in bulk loading ready mix plants where separate bins for pretested cement are not available, grab samples shall be taken for each shipment of cement placed in the bin with not less than one sample being taken for each day's pour and such samples shall be subsequently tested if required by the Architect, structural engineer or the Division of the State Architect.
- (2) Aggregate: Shall be in conformance with T24, Sec. 1903A.5

- (3) Reinforcing Steel: To be tested prior to use for compliance with T24, Sections 1910A.2 and 1903A.8 and ASTM A-615 requirements, and comply with quality standards of T-24, Section 2103A.4. Welded rebar shall be inspected and certified per T24, Section 1704A.3.1 and 1705.2.2
- (a) Samples: To be selected by representative of testing laboratory from material at the building site or place of distribution, to consist of two (2) pieces, each 18 inches (18") long of each size, furnished, cut and prepared for testing by Contractor, marked and delivered by representative of testing laboratory.
 - (b) Tests: One (1) tension and one (1) bend tests shall be made of each size of reinforcing steel including wire fabric. One (1) series of tests shall be made for each ten (10) tons or fraction thereof of each size of reinforcing steel if the bundles as delivered can be identified as to heat number and the mill analysis accompany the report. If they cannot be identified as to heat number, then one (1) series of tests shall be made from each two and one-half (2-1/2) tons or fraction thereof.
- (4) Cylinder Tests: Shall comply with T24, 1905A.1.17
- (a) Three (3) cylinders of concrete shall be made for each fifty- (50) cubic yards of each grade of concrete or fraction thereof being placed each day. Each cylinder shall be dated, given a number, the point in the structure from which the sample was taken noted thereon and the slump noted thereon.
 - (b) Test cylinders shall be made at the job and stored in the testing laboratory in accordance with ASTM C-31. At the end of twenty-four (24) hours after making, the cylinders shall be stored under moist curing conditions at approximately 70 degrees F. and maintained therein until tested. The cylinders shall be tested in accordance with ASTM C-31. The cylinders shall develop the following minimum ultimate compressive strengths:

Design	7 Day	28 Day	Location
<u>Strength</u>	<u>Test</u>	<u>Test</u>	<u>Used</u>
2500 p.s.i.	1500 p.s.i.	2500 p.s.i.	Flatwork
3000 p.s.i.	1800 p.s.i.	3000 p.s.i.	Foundations
 - (c) If the strengths of the first two-cylinder tests are satisfactory, the third cylinder shall not be tested, but destroyed. The third cylinder shall be tested to see if the strengths of the first two cylinders are not satisfactory.
 - (d) If the strength of the cylinders does not meet the minimum as mentioned above, core tests of the hardened concrete shall be made in accordance with T24, Section 1905A.1.17, and ACI 318. If the core tests show the concrete strength to be deficient, the concrete shall be deemed defective and removed. The General Contractor shall pay all costs of these core tests.
- c. Laboratory Designed Mixes: See Paragraph 3.01, Proportioning of Concrete Mixes, Section 03 10 00, Concrete Work.
- d. Mix Design.
- (1) Mix design to be stamped and signed by a California registered Civil Engineer.
 - (2) Maximum w/c shall be 0.50.

END OF SECTION
10/19/2023

PROJECT IDENTIFICATION AND SIGNS

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 SCOPE OF WORK**

The work of this Section shall include the furnishing of all labor, materials and equipment required to complete all the work specified herein.

PART 2 PRODUCTS**2.01 PROJECT SIGN**

The Contractor shall erect a single sign to be located on the site adjacent to the project as directed. It shall be neatly and substantially braced and supported with the bottom 4 feet above finished grade and shall remain the property of the Owner.

Size: 4'x8' with 2"x4" wood shadow box surround.

Panels shall be of 3/4-inch-thick Douglas Fir, exterior grade "B" and better veneer, permanently factory surfaced with a smooth, resin fiber coating. The Contractor shall employ the services of a professional sign painter who shall submit a sign layout, drawn to scale for approval. A 3-color combination shall be used. Letters shall be of style selected by Architect and shall be shadowed. The composition shall read:

Nine Modular Classrooms & One Restroom at Franklin Elementary School**Board of Education**

Laura Guerrero-Salgado-President
Shannon Zimmerman-Vice President Pro-Tem
Dr. Chris Cruz-Boone-Clerk
Anthony Fuentes- Clerk Pro-Tem
Lillian Tafoya-Trustee

Superintendent

Mark Luque

State Allocation Board Language

See attached Sample.

PROJECT ARCHITECT

SCArchitect, Inc., Architect of Record

DPG Engineering, Inc. -Fresno, Ca

ELECTRICAL ENGINEER

Swanson Engineering, Inc

Civil Engineer

END OF SECTION

03/05/2008

CONSTRUCTION WASTE MANAGEMENT

DIVISION 00 AND 01 ARE A PART OF THIS SECTION.

PART 1 GENERAL**1.01 Waste Management Goals:**

1. This project will recycle or salvage for reuse a minimum of **50%** by weight of the non-hazardous waste generated on-site.
2. This project shall reuse or recycle **100%** of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing.
3. Waste reduction will be achieved through building design, and reuse and recycling efforts will be maintained throughout the construction process.
4. The General Contractor shall be responsible for monitoring the documentation of all waste generated during the project. Sub-contractors and the General Contractor will be required to provide designated dumpsters/bins for particular categories of waste. All contractors hauling waste or responsible for hauling waste shall be required to provide documentation of the amount of waste removed from the site, location to which waste was hauled, and the amount of waste that was recycled. The General Contractor will coordinate locations of such bins so as to not impact access to work on the project while maintaining proximity to the work.

1.02 Waste Prevention Planning:

1. Compliance with CCR, Title 24, Part 11 2022 Green Building Standards Code, City of Bakersfield Solid Waste Division and the Kern County Waste Management Department mandatory recycling requirements for businesses. C.O.B.S.W.D. and K.C.W.M.D. recyclables include:
 - a. newspaper
 - b. corrugated cardboard
 - c. white and colored office paper
 - d. glass bottles and jars
 - e. metal cans
2. Compliance with C.O.B.S.W.D., K.C.W.M.D. and Kern County Bena Road Landfill bans, i.e. no disposal of tires, appliances, yard waste, mandatory recyclables, hazardous waste, batteries, fluorescent tubes, and large metal items.
3. Project Construction Documents – Requirements for waste management which will be included in all work. The General Contractor will contractually require all subcontractors to comply with the CCR, Title 24, Part 11 2022 Green Building Standards Code and the C.O.B.S.W.D., K.C.W.M.D. recycling requirements. A copy of this Construction Waste Management Plan will accompany all Subcontractor Agreements and require subcontractor participation.
4. The Construction Waste Reduction Plan shall be implemented and executed as follows and as on the chart:
 - a. Salvageable materials will be diverted from disposal where feasible.
 - b. There will be a designated area on the construction site reserved for a row of dumpsters each specifically labeled for respective materials to be received.
 - c. Before proceeding with any removal of construction materials from the construction site, Recycling Coordinators will inspect containers for compliance with CCR, Title 24, Part 11 2022 Green Building Standards Code and C.O.B.S.W.D.. K.C.W.M.D. requirements.
 - d. Wood cutting will occur in centralized locations to maximize reuse and make collection easier.
 - e. Hazardous waste will be managed by a licensed hazardous waste vendor.

1.03 Communication & Education Plan:

1. The General Contractor will conduct an on-site pre-construction meeting with subcontractors. Attendance will be required for the subcontractor's key field personnel. The purpose of the meeting is to reinforce to subcontractor's key field employees the commitments made by their companies with regard to the project goals and requirements.
2. Waste prevention and recycling activities will be discussed at the beginning of each weekly subcontractor coordination meeting to reinforce project goals and communicate progress to date.
3. As each new subcontractor comes on site, the recycling coordinators will present him/her with a copy of the Waste Management Plan and provide a tour of the recycling areas.
4. The subcontractor will be expected to make sure all their crews comply with the Waste Management Plan.
5. All recycling containers will be clearly labeled. Containers shall be located in close proximity to the building(s) under construction in which recyclables/salvageable materials will be placed.
6. Lists of acceptable/unacceptable materials will be posted throughout the site.
7. All subcontractors will be informed in writing of the importance of non-contamination with other materials or trash.
8. Recycling coordinators shall inspect the containers on a weekly basis to insure that no contamination is occurring and precautions shall also be taken to deter any contamination by the public.

1.04 Motivation Plan:

1. The project team will develop and publish a project mission statement that can be distributed to the subcontractors, attached to subcontracts, and posted at the jobsite.
2. The General Contractor will conduct a pre-award meeting for subcontractors. Subcontractors under consideration will be required to attend the meeting to review project goals and requirements with the project team. Attendance will be a prerequisite for award of subcontracts. A sign-off will be required by subcontractors attending the meeting that the project goals are understood. This document will be an attachment to every subcontract. Copies of the attachment will be posted prominently at the jobsite.

1.05 Evaluation Plan:

1. The General Contractor will develop, update, and post at the jobsite a graph indicating the progress to date for achieving the project's waste recycling goal of 50% by weight of the total project waste stream.

PART 2 PRODUCTS (NOT USED)

PART 3 EXECUTION

3.01 Expected Project Waste, Disposal, and Handling:

The following charts identify waste materials expected on this project, their disposal method, and handling procedures:

Material	Quantity	Disposal Method	Handling Procedure
Land clearing debris		Keep separate for reuse and or wood sale	Keep separated in designated areas on site.
Clean dimensional wood and palette wood		Keep separate for reuse by on-site construction or recycle at designated recycle location.	Keep separated in designated areas on site. Place in "Clean Wood" container.

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Material	Quantity	Disposal Method	Handling Procedure
Plywood, OSB, particle board		Reuse, landfill	Keep separated in designated areas on site. Place in "Trash" container.
Asphalt		Grind, reuse, recycle	Store on site until reuse on project or recycle by hauling to designated location.
Painted or treated wood		Reuse, landfill	Keep separated in designated areas on site. Place in "Trash" container.
Concrete		Recycle	
Concrete Masonry Units		Keep separate for re-use by on-site construction or by site employees	Keep separated in designated areas on site
Metals		Recycle	Keep separated in designated areas on site. Place in "Metals" container.
Gypsum drywall (unpainted)		Recycle	Keep scraps separate for recycling – stack on pallets in provided on site. All scrap drywall will be taken back by contractor to drywall supplier
Paint		Reuse or recycle	Keep separated in designated areas on site
Insulation		Reuse, landfill	
Flooring		Reuse, landfill	
Carpet and pad		Reuse or recycle with carpet manufacturer	
Glass		Glass Bottles	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container
Plastics		Plastic Bottles Plastic bags/scraps Reuse, Recycle	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container
Beverage		Recycle	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container
Cardboard		Recycle	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container

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Material	Quantity	Disposal Method	Handling Procedure
Paper and newsprint		Recycle	Keep separated in designated areas on site. Place in "Glass/Plastic bottles/Metal Cans/Mixed Paper/Cardboard" container
TOTAL			

3.02 Responsible Party for Waste Disposal:

1. General Contractor shall monitor all waste management activities and collect all documentation of recycling and disposal.
2. Earthwork Contractor shall regrind existing paving and haul to location designated by Owner including documentation of amounts hauled. Reuse as required or permitted on this project.
3. Concrete Contractor shall provide separate bins for concrete waste, including hauling to recycling facility and documentation of all amounts.
4. Concrete Masonry Contractor shall provide separate bins for CMU was including hauling to recycling facility and documentation.
5. Metal Stud/Drywall Contractor shall provide separate bins for metal stud waste and drywall waste including hauling to recycling facility and documentation.
6. Demolition Contractor shall provide hauling and recycling or disposal of materials generated from demolition of existing building/s including documentation of material recycled and disposed of in landfill.
7. The General Contractor shall provide separate bins for metal (other than metal studs), cardboard, plastic, glass and aluminum containers and general trash and debris including documentation and hauling to recycling facility.
8. Name of landfill for disposal of non-recyclable waste: Contractor shall determine
 - a. Transfer Stations: Contractor shall determine
 - b. Landfills (ultimate disposal location): Contractor shall determine
9. Landfill tipping fee: \$_____ / ton Contractor shall verify
10. Estimate of waste for landfill disposal: Contractor shall verify

3.03 Recycling Calculation example:

1. If all construction waste was disposed in landfill:
 _____tons=_____ lbs/2000 lbs/ton , _____ tons x \$_____/ton = \$_____
2. With recycling: TOTAL = \$_____

3.04 Recycling locations:

1. Asphalt
 - a. A/C Materials, 4717 Mendian Ave., Bakersfield, CA 93308 – 322-3424

- b. A&M Disposal & Recycling, 4233 Quinn Rd., Bakersfield, CA 93308 – 399-5575
- c. Asphalt & Concrete Recycling, 4801 Wible Rd., Bakersfield – 396-8695
- d. Griffith Company, 3950 Shell St., Bakersfield, CA – 831-7331
- e. Granite Company, 21541 Bear Mountain Blvd., Arvin, CA 93203 – 854-3051
- f. Valley Tree Construction, 4233 Quinn Rd., Bakersfield, CA 399-1783 or 872-5145
- 2. Building Materials
 - a. California Material Exchange (CalMax) – 877-520-9703
- 3. Cardboard & Corrugated
 - a. BARC – 397-3622
 - b. Golden State Metal, 2000 E Brundage Ln, 327-3559
 - c. JC Pallet Co., 5800 State Rd., 393-2229
 - d. Sierra Metals, 1620 E Brundage Ln, 327-7073
- 4. Commercial Recycling
 - a. Revive Recycling, 3624 Buck Owens Blvd., Ste 7, 322-7374
- 5. Concrete
 - a. See Asphalt – above
- 6. Drywall
 - a. Hondo Inc., 20807 Stockdale Hwy, 589-1042
 - b. Quality Soil Amendments, 20807 Stockdale Hwy, 587-4457
- 7. Glass/Plastic Containers
 - a. Golden State Metals, 1620 E Brundage Ln, 327-3559
 - b. Sierra Metals, 1620 E Brundage Ln, 327-7073
 - c. Smurfit-Stone Recycling, 2710 O St, 327-3841
- 8. Pallets
 - a. JC Pallet Co., 5800 State Rd., 393-2229
 - b. Kern County Bena Road Landfill, 17 miles east of Bakersfield, off Tower Line Rd on Bena Rd, open Sunday-Saturday 8 am to 4 pm.
- 9. Paper – Office/Mixed
 - a. BARC – 2240 S Union Ave, 834-2272
 - b. Sierra Metals, 1620 E Brundage Ln, 327-7073

- c. Smurfit-Stone Recycling, 2710 O St, 327-3841

10. Scrap Metals

- a. Golden State Metals, 1620 E Brundage Ln, 327-3559
- b. Sierra Metals, 1620 Brundage Ln, 327-7073
- c. Midway Recycle/Western Scrap, 7200 Downing Ave., 589-9712
- d. Nix Scrap Metals, 1100 James Rd., 387-1216
- e. Rick's Recycling, 2200 S. Union Ave, 832-3248

11. Mixed Waste

- a. Metro Recycling Corp, 58 Mt Vernon Ave., 1 mi south of 58, 661-201-3535

12. Landfill

a. General Trash

- i. Kern County Bena Road Landfill, 17 miles east of Bakersfield, off Tower Line Rd on Bena Rd, open Sunday-Saturday 8 am to 4 pm. Also accepts for recycling: large appliances, asphalt, concrete, pallets, and green waste.

RECYCLING OPERATIONS

Action *****Who****When**

- | | | |
|---|--|--|
| <input type="checkbox"/> Choose bins/collection methods | | |
| <input type="checkbox"/> Order bins - oversee deliver | | |
| <input type="checkbox"/> Site bins/collection sites for optimum convenience | | |
| <input type="checkbox"/> Sort or process wood | | |
| <input type="checkbox"/> Sort or process metal | | |
| <input type="checkbox"/> Sort or process cardboard | | |
| <input type="checkbox"/> Sort or process drywall | | |
| <input type="checkbox"/> Sort or process <u>CSWD mandatory items</u> (material) | | |
| <input type="checkbox"/> Sort or process _____ (material) | | |
| <input type="checkbox"/> Schedule material pickups/dropoffs | | |
| <input type="checkbox"/> Protect Materials from Contamination | | |
| <input type="checkbox"/> Document material pickups/dropoffs | | |

*** Depending on the service option chosen, these may be the responsibility of either the field personnel, the hauler, a full-service recycling contractor, or the subcontractors.

COMMUNICATION PLAN - Except for mandatory items (*), check other items intended to be used.

Action**Who****When****Completed**

- | | | | |
|---|--|--|--------------------------|
| <input type="checkbox"/> Complete Construction Waste Mgmt. Plan* | | | <input type="checkbox"/> |
| <input type="checkbox"/> Hold Orientation/Kick-off Meeting* | | | <input type="checkbox"/> |
| <input type="checkbox"/> Update & Progress in Weekly Job-Site Meetings* | | | <input type="checkbox"/> |
| <input type="checkbox"/> Encourage Just-In-Time Deliveries | | | <input type="checkbox"/> |
| <input type="checkbox"/> Post Targeted Materials (Signage) | | | <input type="checkbox"/> |
| <input type="checkbox"/> Distribute Tip Sheets for Job-Site Personnel | | | <input type="checkbox"/> |
| <input type="checkbox"/> Post Goals/Progress (Signage) | | | <input type="checkbox"/> |
| <input type="checkbox"/> _____ | | | <input type="checkbox"/> |

MOTIVATION PLAN - Except for mandatory items (*), check other items intended to be used.
--

Action**Who****When****Completed**

- | | | | |
|---|--|--|--------------------------|
| <input type="checkbox"/> Use formal agreements committing Subs to program | | | <input type="checkbox"/> |
| <input type="checkbox"/> Require Mis-Sorters to Re-Sort Bin | | | <input type="checkbox"/> |
| <input type="checkbox"/> Provide Stickers, T-Shirts, or Hats | | | <input type="checkbox"/> |
| <input type="checkbox"/> Public Recognition of Participating Subs | | | <input type="checkbox"/> |
| <input type="checkbox"/> Letters of Recognition | | | <input type="checkbox"/> |
| <input type="checkbox"/> Awards Luncheon | | | <input type="checkbox"/> |
| <input type="checkbox"/> _____ | | | <input type="checkbox"/> |

EVALUATION PLAN - Except for mandatory items (*), check other items intended to be used.
--

Action**Who****When****Completed**

- | | | | |
|---|--|--|--------------------------|
| <input type="checkbox"/> Perform Short Form Waste Audit | | | <input type="checkbox"/> |
| <input type="checkbox"/> Perform Full Waste Audit | | | <input type="checkbox"/> |
| <input type="checkbox"/> Perform Mid-Course Assessment | | | <input type="checkbox"/> |
| <input type="checkbox"/> Perform Monthly Cost and Materials Tracking* | | | <input type="checkbox"/> |
| <input type="checkbox"/> Perform Final Evaluation* | | | <input type="checkbox"/> |
| <input type="checkbox"/> _____ | | | <input type="checkbox"/> |

SECTION 01 74 19A
CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN

(Submit After Award of Contract and Prior to Start of Work)

Project Title:		
Contract or Work Order No.:		
Contractor's Name:		
Street Address:		
City:	State:	Zip:
Phone: ()	Fax: ()	
E-Mail Address:		
Prepared by: (Print Name)		

Date Submitted:		
Project Period:	From:	TO:

Reuse, Recycling or Disposal Processes To Be Used

Describe the types of recycling processes or disposal activities that will be used for material generated in the project. Indicate the type of process or activity by number, types of materials, and estimated quantities that will be recycled or disposed in the sections below:

- 01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
- 02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
- 03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
- 04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green matls)
- 05 - Recycling commingled loads of C&D matls at an off site mixed debris recycling center or transfer station
- 06 - Recycling material as Alternative Daily Cover at landfills
- 07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
- 08 - Disposal at a landfill or transfer station.
- 09 - Other (please describe) _____

Types of Material To Be Generated

Use these codes to indicate the types of material that will be generated on the project

A = Asphalt C = Concrete M = Metals I = Mixed Inert G = Green Matls
D = Drywall P/C=Paper/Cardboard W/C = Wire/Cable S= Soils (Non Hazardous)
M/C = Miscellaneous Construction Debris R = Reuse/Salvage W = Wood O = Other (describe)

Facilities Used: Provide Name of Facility and Location (City)

Total Truck Loads: Provide Number of Trucks Hauled from Site During Reporting Period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling will occur.

Type of Material	Type of Activity	Facility to be Used/Location	Total Truck Loads	Total Quantities		
				Tons	Cubic YD	Other Wt.
(ex.) M	04	ABC Metals, Los Angeles	24	355		
a. Total Diversion			0	0	0	0

[PROJECT TITLE]
[DATE]

Contractor's Construction Waste and Recycling Plan
Section 01151A-1

SECTION 01 74 19A
CONTRACTOR'S CONSTRUCTION WASTE AND RECYCLING PLAN

Continued

SECTION II - DISPOSED MATERIALS						
<i>Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling will occur.</i>						
Type of Material	Type of Activity	Facility to be Used/Location	Total Truck Loads	Total Quantities		
				Tons	Cubic YD	Other Wt.
(ex.) D	08	DEF Landfill, Los Angeles	2	35		
b. Total Disposal				0	0	0

SECTION III - TOTAL MATERIALS GENERATED						
<i>This section calculates the total materials to be generated during the project period (Reuse/Recycle + Disposal = Generation)</i>						
				Tons	Cubic YD	Other Wt.
a. Total Reused/Recycled				0	0	0
b. Total Disposed				0	0	0
c. Total Generated				0	0	0

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION						
<i>Add totals from Section I + Section II</i>						
	Tons	Cubic Yards	Other Wt.			
a. Materials Re-Used and Recycled	0					
b. Materials Disposed	0					
c. Total Materials Generated (a. + b. = c.)	0	0	0			
d. Landfill Diversion Rate (Tons Only)*	#DIV/0!					

* Use tons only to calculate recycling percentages: $\text{Tons Reused/Recycled/Tons Generated} = \% \text{ Recycled}$

Contractor's Comments (Provide any additional information pertinent to planned reuse, recycling, or disposal activities):

Notes:

- Section 01151A is a Division 01 General Requirement under CSI MasterFormat 1998 Edition.
 For CSI MasterFormat 2004 Edition, this Section may be renumbered as follows:
 Under Division 00, Procurement and Contracting Requirements, Project Forms 00 60 00
 Use: Section 00 62 22 Construction Waste Diversion Plan
- Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)
 Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)
 Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)
 Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
 Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)
 Drywall Scrap: .20
 Wood Scrap: .16

SECTION 01 74 19B
CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT

(Submit With Each Progress Payment)

Project Title:		
Contract or Work Order No.:		
Contractor's Name:		
Street Address:		
City:	State:	Zip:
Phone: ()	Fax: ()	
E-Mail Address:		
Prepared by: (Print Name)		

Date Submitted:		
Period Covered:	From:	To:

Reuse, Recycling or Disposal Processes Used

Describe the types of recycling processes or disposal activities used for material generated in the project. Indicate the type of process or activity by number, types of materials, and quantities that were recycled or disposed in the sections below:

- 01 - Reuse of building materials or salvage items on site (i.e. crushed base or red clay brick)
- 02 - Salvaging building materials or salvage items at an off site salvage or re-use center (i.e. lighting, fixtures)
- 03 - Recycling source separated materials on site (i.e. crushing asphalt/concrete for reuse or grinding for mulch)
- 04 - Recycling source separated materials at an off site recycling center (i.e. scrap metal or green matls)
- 05 - Recycling commingled loads of C&D matls at an off site mixed debris recycling center or transfer station
- 06 - Recycling material as Alternative Daily Cover at landfills
- 07 - Delivery of soils or mixed inerts to an inert landfill for disposal (inert fill).
- 08 - Disposal at a landfill or transfer station.
- 09 - Other (please describe) _____

Types of Material Generated

Use these codes to indicate the types of material that were generated on the project

A = Asphalt	C = Concrete	M = Metals	I = Mixed Inert	G = Green Matls
D = Drywall	P/C=Paper/Cardboard	W/C = Wire/Cable	S= Soils (Non Hazardous)	
M/C = Miscellaneous Construction Debris	R = Reuse/Salvage	W = Wood	O = Other (describe)	

Facilities Used: Provide Name of Facility and Location (City)

Total Truck Loads: Provide Number of Trucks Hauled from Site During Reporting Period

Total Quantities: If scales are available at sites, report in tons. If not, quantify by cubic yards. For salvage/reuse items, quantify by estimated weight (or units).

SECTION I - RE-USED/RECYCLED MATERIALS

Include all recycling activities for source separated or mixed material recycling centers where recycling occurred.

Type of Material	Type of Activity	Facilities Used/Location	Total Truck Loads	Total Quantities		
(ex.) M	04	ABC Metals, Los Angeles	24	Tons	Cubic YD	Other Wt.
a. Total Diversion			0	0	0	0

[PROJECT TITLE]
[DATE]

Contractor's Reuse, Recycling, and Disposal Report
Section 01151B-1

SECTION 01 74 19B
CONTRACTOR'S REUSE, RECYCLING, AND DISPOSAL REPORT
Continued

SECTION II - DISPOSED MATERIALS						
<i>Include all disposal activities for landfills, transfer stations, or inert landfills where no recycling occurred.</i>						
Type of Material	Type of Activity	Facilities Used/Location	Total Truck Loads	Total Quantities		
				Tons	Cubic YD	Other Wt.
(ex.) D	08	DEF Landfill, Los Angeles	2	35		
b. Total Disposal				0	0	0

SECTION III - TOTAL MATERIALS GENERATED						
<i>This section calculates the total materials generated during the project period (Reuse/Recycle + Disposal = Generation)</i>						
				Tons	Cubic YD	Other Wt.
a. Total Reused/Recycled				0	0	0
b. Total Disposed				0	0	0
c. Total Generated				0	0	0

SECTION IV - CONTRACTOR'S LANDFILL DIVERSION RATE CALCULATION						
<i>Add totals from Section I + Section II</i>						
	Tons	Cubic Yards	Other Wt.			
a. Materials Re-Used and Recycled	0					
b. Materials Disposed	0					
c. Total Materials Generated (a. + b. = c.)	0	0	0			
d. Landfill Diversion Rate (Tons Only)*	#DIV/0!					

* Use tons only to calculate recycling percentages: Tons Reused/Recycled/Tons Generated = % Recycled

Contractor's Comments (<i>Provide any additional information pertinent to planned reuse, recycling, or disposal activities</i>):

Notes:

- Section 01151A is a Division 01 General Requirement under CSI MasterFormat 1998 Edition.
For CSI MasterFormat 2004 Edition, this Section may be renumbered as follows:
Under Division 00, Procurement and Contracting Requirements, Project Forms 00 60 00
Use: Section 00 62 22 Construction Waste Diversion Plan
- Suggested Conversion Factors: From Cubic Yards to Tons (Use when scales are not available)
Asphalt: .61 (ex. 1000 CY Asphalt = 610 tons. Applies to broken chunks of asphalt)
Concrete: .93 (ex. 1000 CY Concrete = 930 tons. Applies to broken chunks of concrete)
Ferrous Metals: .22 (ex. 1000 CY Ferrous Metal = 220 tons)
Non-Ferrous Metals: .10 (ex. 1000 CY Non-Ferrous Metals = 100 tons)
Drywall Scrap: .20
Wood Scrap: .16

DEMOLITION

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL

1.01 CODES AND ORDINANCES

All work is to be conducted in complete accordance with all applicable provisions of local and State safety and health ordinances.

1.02 DESCRIPTION AND CONDITION OF PREMISES

- a. The building(s) affected by this Contract is set forth under Part 2, Paragraph 2.07, Schedule.
- b. Plans for the structure(s) may be available at the office of the Architect (verify) for review by the contractor. It is the intent and purpose of this Contract that the Contractor demolish all of the work as specified herein, regardless of material of which constructed.
- c. Contractor shall accept the premises in the condition as found on the first day of work under the Contract. He shall assume all risk regarding damage or loss, whether by reason of fire, theft or other casualty or happening to specified building(s). No such damage or loss shall relieve the Contractor from Contract obligation to complete this work.

1.03 SCOPE OF WORK

- a. Scope of work shall include all labor, materials, equipment, transportation and appliances to complete the work of demolition and site restoration as specified under Part 2, Paragraph 2.07, Schedule, and as per drawings and as reasonably required to complete the contract.
- b. Disposal legally and off the site of all debris, rubbish and salvage.
- c. Construction and provision of proper barricades, signs and protective structures and devices, as required by City and/or County.
- d. Responsibility of cleanliness and safety of work area and all other affected premises during the period of the Contract.

1.04 SURVEY OF EXISTING CONDITIONS

The bidders are required to examine the building(s) and site and determine for themselves the extent of the work included in this Contract.

1.05 RESPONSIBILITY AND COORDINATION

- a. Responsibility accrues to the Contractor for the condition, good order, health and safety of all premises and individuals his work may affect.
- b. It shall be the responsibility of the Contractor to notify any utility companies concerning the cutting off or restoring of service or of relocating or modifying any such service that the work of this contract may require. He shall protect and maintain in operation any utility or sewer line that is required to remain operative during the period of the contract that his work may affect.
- c. The Contractor shall coordinate and require such cooperation of the various trades as will be necessary to complete each and every part of the work, even though not specifically indicated, noted or detailed on the drawings or specified.

1.06 PERMITS AND LICENSES

- a. The Contractor shall secure, take out and/or maintain all required permits, approvals and licenses necessary to legally complete this work and shall be responsible for insuring that each and every one of his subcontractors is properly and duly licensed and have required permits to perform any of their work requiring same.
- b. Prior to start of any demolition, the County of Kern Environmental Health Services Department and Basic Compliance Engineering shall be given 48 hour notice by the Contractor.
- c. Comply with San Joaquin Valley Air Pollution Control District Regulations

1.07 SALVAGE MATERIALS

- a. The Owner reserves the right to retain ownership of any equipment or fixtures removed from the building (if any) and/or any item determined to be of value including but not necessarily limited to: casework, stainless steel, toilet accessories, toilet partitions, copper piping, plumbing fixtures, mechanical equipment, copper wiring, light fixtures. All removed equipment and/or fixtures shall be removed, cleaned and stored neatly in an area designated by the Owner for a period of 72 hours after the Owner's representative has been notified. The district's facilities planning representative shall be notified in writing. All items that are not claimed by the Owner within the specified time period shall be removed from the site and the contractor shall legally dispose of them. The specified time period is exclusive of weekends or holidays and shall start upon the Facilities Planning's receipt of written notice.
- b. The District shall be given the opportunity to examine and remove any of the items salvaged from the project. It is the Contactor's responsibility to protect the salvaged items during the 72 hour period. Should any of the salvaged items be

disposed before the District has examined them, the Contractor shall reimburse the District for these items. All salvage materials removed from the building shall be placed in neat piles and stacks in the working area and removed from the site at the earliest practicable date once it has been determined that the District does not wish to retain the item or items in question..

- c. The Contractor shall not dispose of the improvements or materials removed from the building at the site by sale, gift or in any manner what so ever to the general public; provided however, that these provisions shall not be construed as limiting or prohibiting the sale or disposal of such salvage to duly licensed contractors or material men. The Contractor shall assume all responsibility arising out of such operation.

PART 2 EXECUTION

2.01 DEBRIS

All debris resulting from the demolition shall be removed and hauled away from the site immediately. Debris and rubbish shall not be allowed to accumulate on the site. Such material shall be sprinkled while being handled or loaded to relive annoyance to the balance of the premises and the neighborhood. No burning of rubbish shall be permitted at the site.

2.02 PROTECTION

- a. The Contractor shall enclose the area with fence barricades as per City and/or County Code requirements. Barricades shall be substantially and neatly erected and braced and in areas near existing buildings where hazards may exist from falling materials, shall be constructed in a manner to intercept any materials that may fall as a result of demolition work.
- b. Barricades and fences shall have substantial gates, equipped with good locks and the working area shall be kept securely locked at all times work is in progress.
- c. The Contractor shall provide signs and post warnings in all necessary places to exclude all persons except those directly connected with the work from entering the working area or where vehicles are operating or materials are being stored. The Contractor shall be responsible for preventing unauthorized persons from entering the working area.
- d. The Contractor shall execute demolition work to insure protection of adjacent buildings, shrubs, trees and lawns from damage, which might occur from any cause and shall not interfere with use of adjacent buildings or safe passage to and from same.

2.03 USE OF EXPLOSIVES will not be permitted.

2.04 UTILITIES

This Contractor shall keep a record as to location and size of all capped pipe and/or conduit during demolition on a blue line print furnished by the Architect.

2.05 SCAFFOLDING, LADDERS, ETC.

All temporary construction, scaffolding, ladders, runways, hoistways, etc., shall be furnished and maintained by the Contractor as required and shall comply with all laws, ordinances, rules and regulations governing the construction and use of same.

2.06 CLEANING

- a. Upon completion of the work, this Contractor shall remove all protections, tools, materials, plant apparatus and rubbish or debris of any sort and leave the premises neat and orderly.
- b. The Contractor shall also inspect any other areas or premises of public or private property that may have been damaged, made dirty or otherwise disorderly as a result of his work and restore to good order any such area or premises.

2.07 SCHEDULE OF WORK

- a. See Demolition Plan(s).
- b. Trees and shrubs as indicated on the plan and their roots, stumps, etc., within the working area are to be removed.
- c. Filling, backfilling and grading of site as shown on Demolition plan.

END OF SECTION
06/03/2009



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ASBESTOS ABATEMENT & LEAD REMEDIATION SCOPE OF WORK

Site Information:

Franklin ES – Demolition of Rooms 22-26
2400 Truxtun Ave., Bakersfield, CA 93301



Prepared for:

Bakersfield City School District
1300 Baker Street, Bakersfield, CA 93305
(661) 631-5885

Prepared by:

Kristy Yowell, President
CAC No. 09-4500 / CDPH Inspector/Assessor No. LRC-00004640
YES Environmental, Inc. (YES, Inc.)
YES, Inc. Project Number 23YES-88
October 2023

This SOW should be printed in color.



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ASBESTOS & LEAD SCOPE OF WORK

Franklin Elementary School – Demolition of Rooms 22-26

PURPOSE OF PROJECT

In order for Bakersfield City School District (BCSD) to modernize Franklin Elementary School, asbestos and lead-containing materials must be removed. The contractor is responsible for their own measurements for bidding, notification, waste characterization, or any other purpose.

This Scope of Work should be used in conjunction with all Federal, State and local codes. *The information provided in this section is intended to assist the contractor in determining the extent of work; however, this information does **not** replace or supersede any direction or description of work as presented in the plans and specifications for this project.* If YES, Inc.'s scope of work and the plans and specifications differ, the contractor shall be obliged to bring any discrepancies to the attention of the architect/owner's representative prior to bidding the project via submission of a request for information to the architect.

PHASING

The contractor shall refer to the plans and specifications for phasing information.

DAYS TO COMPLETE REMEDIATION ACTIVITIES

The contractor shall have forty (40) days to complete all remediation activities. The remediation work must be performed in the phasing described in the plans and specifications. Contractor may have multiple mobilizations necessary to complete the work.

DEFINITIONS

- Abatement Activities: precleaning of jobsite, setup of containment/regulated area, removal of asbestos-containing materials and final cleaning inside containment/regulated area in preparation for post abatement clearance air sampling or completion of work visual.
- Asbestos-Containing: material containing any detectable amount of asbestos. Acronym ACM.
- Lead-Containing: material containing any detectable amount of lead. Acronym LCP or LBP.
- Remediation Activities: precleaning of jobsite, setup of containment/regulated area, removal or disturbance of any sort of lead-containing materials and final cleaning inside containment/regulated area in preparation for job completion visual inspection by consultant.
- Contractor: Remediation contractor, abatement contractor or any trade qualified to conduct the work described in this Scope of Work.
- Consultant: BCSD's environmental consultant.

ASBESTOS & LEAD LOCATIONS, CONTENT & TYPE

Please see the attached Inspection Report by Room (IRBR) following this scope of work for identification of materials suspect to contain asbestos that have been sampled by YES, Inc. If any materials other than those identified in this scope of work and IRBRs are discovered and may be disturbed, work must be stopped and the project must be re-evaluated. *The information provided in this section is intended to assist the contractor in determining the extent of work; however, this information does **not** replace or supersede any direction or description of work as presented in the plans and specifications for this project.*



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The contractor shall refer to the plans and specifications to determine the location and quantity of materials to be removed or disturbed.

Of the materials being removed or disturbed, the contractor shall then refer to YES, Inc.'s IRBRs, XRF report and Scope of Work to determine the specific materials that contain asbestos and/or lead and those that have been determined to be free of asbestos and/or lead.

The IRBRs and XRF report do not denote materials to be removed; they report whether materials present contain asbestos and/or lead. Contractor should refer to the plans and specifications for abatement locations.

Where YES, Inc.'s Scope of Work and the plans and specifications differ, the contractor shall be obliged to bring any discrepancies to the attention of the architect/owner's representative prior to bidding the project.

The lead work described in this Scope of Work is designed to assist the prime contractor and his sub-contractors to meet the requirements of the California lead standard for the construction industry, CCR Title 8, Section 1532.1. These specifications **are not** designed to comply with the requirements for abatement as defined in the CDPH Title 17 regulation. Unless stated specifically otherwise in these specifications, the Owner does not anticipate any work being done as part of this project that meets the definition of abatement as used in Title 17. **Therefore, unless specifically directed otherwise by this specification or by the direction of the Owner and/or Consultant, the Contractor and/or subcontractors shall NOT submit Form 8551, "ABATEMENT OF LEAD HAZARDS," to CDPH since that form provides inappropriate notice for the work done on this project.**

The Contractor may be required to complete and submit this form should a lead hazard be created or the scope of work changes. If a lead hazard is created, the contractor creating the lead hazard shall be responsible for all costs associated with clean-up and compliance with Title 17.

LEAD-BASED PAINTED OR COATED COMPONENTS

The contractor shall refer to the attached initial inspection report for specific testing combinations and the summary of the lead results.

CAL/OSHA LEAD IN CONSTRUCTION STANDARD

The requirements within this scope of work (SOW) are designed to assist the remediation contractor to meet the requirements of the Cal/OSHA lead standard for the construction industry, Title 8 CCR Section 1532.1. The more stringent requirement between this SOW and Title 8 CCR Section 1532.1 shall take precedence.

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

The requirements in this SOW are NOT intended to permanently eliminate lead-based paint or lead paint hazards. The results of the lead inspection indicate the materials anticipated to be disturbed contain lead-containing paint, not lead-based paint. Therefore, CDPH form 8551 which addresses Abatement of Lead Hazards shall not be submitted on this project.

Should changes to any of the following occur, it may result in the requirement of form 8551 to be submitted to CDPH:

- Work practices demonstrated by the remediation contractor; or
- SOW is revised in such a way which meets the requirements for abatement.

If a lead hazard is created, the contractor creating the lead hazard shall be responsible for all costs associated with clean-up and compliance with Title 17.



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EPA's RENOVATION, REPAIR AND PAINTING RULE (RRP)

Not applicable to demolition projects.

NOTIFICATIONS

The remediation contractor shall be responsible for the submission of all notifications triggered by asbestos removal and lead disturbance. This includes the renovation or demolition permit release form to San Joaquin Valley Air Pollution Control District and the Cal/OSHA Lead Work Pre-Job Notification.

SUPERVISOR & WORKER TRAINING REQUIRED

ASBESTOS

Workers and supervisors disturbing asbestos shall have AHERA accredited training as asbestos workers or contractor supervisors.

LEAD

Workers and supervisors disturbing components with lead must have, at a minimum, action-level lead training as described by Cal/OSHA 8 CCR 1532.1.

PRE-JOB SUBMITTAL REQUIREMENTS

A hard copy of the remediation contractor's pre-job submittal packet shall be submitted to YES, Inc. and:

1. Include all of the items listed in the attached Submittal Requirements;
2. Be provided to and approved by YES, Inc. prior to the start of work by the remediation contractor.
3. Manifests shall be submitted to the consultant on the first day of the project for review, and also for final approval prior to waste removal from the job site.
4. Double sided copies will not be accepted.
5. Electronic submittals will only be accepted for initial reviewing purposes only.
6. Delays in providing the required submittals may affect the start of the project.

OTHER CONSIDERATIONS

Item	District Provided	Contractor Must Provide	Not Applicable / Required
Water	X		
Power		X	
Removal of Items to be saved	X		
Removal & Disposal of Items Remaining in Work Area		X	
Safety & Security of Equipment		X	
On-site Challenge Testing of HEPA filtered Equipment		X	

SOFT DEMOLITION REQUIREMENTS

The contractor shall perform all soft demolition requirements prior to the commencement of containment setup. All components such as, but not limited to, cabinetry and walls shall be removed to expose any potentially concealed asbestos-containing materials prior to the start of abatement. However, if the removal of any of these components may disturb ACM, they shall be removed after containment and negative pressure are established and approved by the consultant. In addition, should the contractor discover any concealed ACM, they shall immediately bring it to the attention of the consultant and owner representative who will confirm the material and quantity. The agreed upon quantity and type of material(s) shall be recorded on the contractor's daily paperwork on the day it is discovered.

In addition, the contractor shall remove all fixtures, components, etc., located inside structures requiring



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abatement activities and are scheduled to be demolished, prior to abatement commencing. Examples of this are PCB-containing ballasts and mercury-containing fluorescent light tubes. **Re-entry post abatement in structures scheduled to be demolished will not be permitted.**

ALLOWABLE FORMS OF COMMUNICATION

The remediation contractor shall establish a means of communication between the supervisor and workers inside the containment/regulated area which includes two-way radios or equivalent. At no time will yelling, whistling or banging on containment, walls or on the decontamination chambers be allowed as a form of communication.

OCCUPANCY

The building will be unoccupied in the areas where abatement is occurring. Other areas on campus, but outside of the abatement containment or regulated areas, may be occupied by staff, student, and other trades conducting work at this site.

WASTE BIN/CONTAINERS

All bins/containers brought on-site to deposit waste into must be lockable or securable. Bins shall be secured at the end of every shift. Plywood shall be placed under the wheels of each bin to protect the existing surface. Bins must be double lined with 6-mil poly prior to waste being deposited. Containers must have the appropriate labels affixed on them as soon as any asbestos or lead-contaminated debris is deposited.

ASBESTOS CONTAINMENT/REGULATED AREA SETUP REQUIREMENTS

Containment setup requirements for all containments/regulated areas:

1. If the setup of the containments requires questionable installation, the district representative and consultant shall be asked in writing and approval must be given in writing prior to work being performed.
2. All containments shall be under full containment and negative pressure built in the most appropriate manner which meets or exceeds the requirements listed in this SOW and Cal/OSHA regulations.
3. All poly used on this project shall be a minimum of 6-mil thickness and flame retardant (FR).
4. All interior containments shall have view windows installed at locations approved by the consultant.
5. All containments shall be built to accommodate the proper opening/closing function of the doors leading to each classroom. This includes ensuring any poly tunnel connecting the rooms to form containments are built in such a fashion the poly is not torn during the operation of the doors at the beginning and end of shifts.
6. All critical barriers shall be sealed prior to any installation of poly on the floors, walls or ceilings. They shall be covered with at least one layer of 6-mil FR poly and sealed with duct tape or an equivalent. As ceilings and walls are abated, the contractor shall assure that any additional critical barriers discovered are sealed immediately. Should Class I work be required, the requirements of this section will be required to change to meet or exceed its regulatory requirements.
7. Anything left inside a room where abatement is required shall be covered with at least one layer of 6-mil FR poly and sealed with tape which will provide an adequate seal but not damage the component. At no time shall components which cannot be cleaned be left exposed inside containment/regulated area during abatement.
8. If exterior tunneling is used to create containments, cover floors in the tunnels connecting the rooms with a minimum of two layers of 6-mil polyethylene sheeting. A distance of at least four (4) feet between seams is sufficient. DO NOT locate any seams at wall/floor joints. Floor sheeting shall extend at least twelve inches (12") up the sidewalls of the tunnel. Plastic shall be sized to minimize seams. Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of material.
9. For Cal/OSHA class II, III or IV work, each interior containment shall have at a minimum, a two-stage decontamination chamber setup which meets the following conditions:
 - Must be adjacent to the regulated area/containment for the decontamination of employees and their equipment used inside the regulated area/containment;
 - Shall be built large enough to accommodate all workers donning PPE without being able to be seen by staff, students, or anyone else walking by.



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- The chamber farthest away from the regulated area/containment shall be designed for employees to don PPE before entering the regulated area/containment; to don street clothes upon exiting the regulated area/containment; and storage of other necessary items of the employees which cannot enter the regulated area/containment.
 - The chamber most adjacent to the regulated area/containment shall be designed for the person exiting the regulated area/containment to use water, soap, and towels to decontaminate any part of their bodies and PPE such as their respirator.
 - Both chambers shall be of sufficient size to accommodate cleaning of equipment and removing PPE without the spreading of contamination beyond the area (as determined by visual accumulations).
10. All Class I containments shall have a three-stage decontamination chamber with an operational shower. The clean-room shall be built large enough to accommodate all workers donning PPE without being able to be seen by staff, students, or anyone else walking by.
 11. Any floors requiring protection from being contaminated by asbestos during abatement shall be covered with two layers of 6-mil FR poly and shall extend at least 12" up the walls.
 12. Any walls requiring protection from being contaminated by asbestos during abatement shall be covered with at least two layers of 6-mil FR poly.
 13. The consultant must give final approval for containment/regulated area setups before abatement or disturbance of ACM commences.
 14. All those entering the containment/regulated area must sign in on an entry/exit log that documents their entrance and exit times. This record is to also include lunch times and other breaks.
 15. Containments shall be sufficient to prevent dust, debris and water from leaving the work area at all times. The contractor shall continually inspect the containment/regulated area for deficiencies or breaches. If any are discovered, all abatement activities shall halt immediately until the deficiencies are fixed or repaired satisfactorily. These incidents shall be reported to the consultant immediately.
 16. Abatement shall not commence if waste bins are not onsite at the time abatement is ready to begin.
 17. At no time shall asbestos-containing debris be allowed to remain exposed or accessible in waste bins at the end of shifts. The contractor shall locate their securable dumpster immediately adjacent to the containment/regulated area or as close as possible.
 18. Setup for the removal of exterior materials shall consist of establishing a regulated area with asbestos caution/warning barrier tape that encompasses the entire work area where disturbance of the asbestos-containing materials will occur.
 19. A wash station which includes water, soap, and towels shall be set up and used for hygiene purposes and to prevent the tracking out of asbestos debris. This wash station shall be built large enough that it allows for all workers exiting the regulated area to properly decontaminate themselves and their equipment without being seen by anyone walking by.
 20. At no time shall asbestos-containing materials be allowed to exit the containment/regulated area without being single wrapped in six-mil FR poly, or double bagged and placed in a double lined dumpster with 6-mil poly. All waste shall be properly labeled immediately upon exiting containment and prior to being deposited into the waste bin.

LEAD CONTAINMENT SETUP REQUIREMENTS

1. Any poly sheeting used on this project shall be flame retardant.
2. A wash station that includes water, soap, towels and **sticky mat** shall be set up and used for hygiene purposes and to prevent the tracking out of lead-contaminated debris.
3. The remediation contractor is required to contain the disturbance of lead in a manner which prevents lead-contaminated dust, debris, water, or air from leaving the regulated work area. Uncontrolled releases will not be allowed and will be cause for stopping the project until modified work practices and containment that prevent these releases from occurring are designed and implemented.
4. The containment must be developed in compliance with the requirements of CCR 8 1532.1 and these specifications.
5. All those entering the regulated area must sign in on a roster that documents their presence in the area.



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WORKER PROTECTION

The contractor shall provide respiratory protection as outlined in current Cal/OSHA regulations. However, at a minimum:

1. During the removal and detail cleaning of transite pipe, roofing materials, roofing mastic, and other non-friable materials, workers shall wear at a minimum, half-face negative-pressure respirator with P-100 HEPA cartridges.
2. During the removal and detail cleaning of drywall, pipe insulation, and other friable materials workers shall wear at a minimum, powered-air purifying respirator with P-100 HEPA cartridges.
3. During the removal and detail cleaning of lead-containing or lead-based painted components, workers shall wear at a minimum, half-face negative-pressure respirator with P-100 HEPA cartridges.
4. Disposable coveralls and eye protection shall be worn by all workers during all remediation, and detail cleaning phases of this project.
5. Should personal air monitoring results not be received the following week after being collected, the asbestos/lead consultant reserves the right to require the workers to don PAPRs until personal air monitoring results are received.

NEGATIVE PRESSURE & HEPA FILTERED EQUIPMENT REQUIREMENTS

1. Challenge testing is required on equipment using HEPA filters (see Other Considerations above). Units arriving dirty or appearing to be contaminated shall be removed from the project site. Units must be positioned in the standard upright manner in which the manufacturer designed the equipment to operate.
2. The contractor shall ensure that sufficient negative air units are used on all interior containments to create a minimum air pressure differential of -0.030" and recorded on a manometer. Negative air units shall run continuously until clearance has been achieved. All air filtration devices shall remain sealed when not functioning. All units shall discharge to the exterior of the building during abatement activities.
3. At the end of each shift, if containment cannot be secured while exhausting to the exterior of the building, the contractor shall put the negative air units in scrub mode overnight. At the beginning of each shift, the contractor shall re-establish negative pressure in each containment.

ASBESTOS ABATEMENT PROCEDURES

Abatement procedures for all ACM on this project:

1. Wet all ACM with an amended water solution using equipment capable of providing a fine spray mist, in order to reduce airborne-fiber concentrations immediately prior to the material being disturbed and during disturbance. Garden hoses are prohibited on this project.
2. Interior abatement may not commence until the consultant has visually inspected the rooms to confirm that all soft demolition has been completed.
3. No bulk loading of floor tiles, floor tile mastics, transite or drywall will be allowed.
4. Unless the roofing material is carried or passed to the ground by hand, it shall be lowered to the ground via covered, dust-tight chute, crane, or hoist. All waste shall be sufficiently wetted with amended water to prevent fiber release. If fiber release cannot be prevented, then the chute and bin must be within a negative pressure enclosure. In no case shall roofing materials be dropped or thrown into bins or dumpsters from the roof.
5. The ACM can be double bagged in poly bags. An acceptable alternative is disposal of ACM into a single poly bag which is placed into a leak-tight drum or burrito-wrapping for disposal.
6. Bags and/or burrito-wrapped ACM should be securely sealed to prevent accidental opening and leakage by tying tops of bags in an overhand knot or by taping in gooseneck fashion.
7. Contractor shall generate only as much debris as they can bag and deposit into a waste bin at the end of the an 8-hour shift.
8. After completion of all stripping work, surfaces from which asbestos-containing materials have been removed shall be wet-wiped or cleaned by some equivalent method to remove all visible residue. If it is quicker and more cost effective to discard the entire component as ACM, contractor must submit for approval prior to the job commencing to the consultant and building owner.



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9. Asbestos-contaminated waste that has been containerized shall be transported out of the work area through the worker decontamination enclosure or through an approved pass-out arrangement.
10. The abated roof area shall be HEPA vacuumed after roofing materials have been removed. Particular attention shall be directed at gaps between the wood members and in the rain gutters.
11. All interior components shall be opened up and detail cleaned to remove asbestos materials. This includes but is not limited to wall cavities, eaves, attics and **all spaces** beneath the roof.
12. The contractor shall leave their poly secured in place where the disconnection point is located when the covered walkways are disconnected from existing walkways and structures being demolished.

LEAD REMOVAL PROCEDURES

1. All paint or coated components with LBP shall be either removed entirely before the structure is demolished or stabilized if the condition of the paint or coating is fair or poor. The consultant reserves final approval whether stabilization or removal is most expedient.
2. Removal shall be performed using the most expedient method, contingent upon approval from the consultant.
3. All removal methods must be performed using amended water or local HEPA exhaust attachment.
4. Removed lead-containing paints or components shall be kept wet and promptly placed into leak-tight containers.
5. Lead waste must be containerized before any work stoppages, such as for breaks, lunch, or the end of a shift. Bulk debris must be kept adequately wet until containerized.
6. The remediation contractor must plan only to disturb amounts of material that can be cleaned up and containerized before the next work stoppage.

PROHIBITED WORK PRACTICES

1. Uncontrolled releases. This is cause for stopping the project until modified work practices and containment that prevent these releases from occurring are designed and implemented.
2. Dry removal or dry disturbance of any kind.
3. Mechanical tools without HEPA vacuum attachment and HEPA vacuum properly attached according to manufacturer recommendation.
4. No brooms are allowed on this project.

COMPLETION OF ASBESTOS ABATEMENT & CLEARANCE AIR SAMPLES

1. After final cleaning of the building or structures intended to be demolished, a visual clearance inspection shall be performed by the consultant. The consultant will inspect work areas for visual signs of dust and debris related to the disturbance of asbestos.
2. All surface areas must be clean. Residual dust, of any nature, that was generated on this project and found within or immediately outside the regulated area/containment, will be assumed to contain asbestos and must be re-cleaned. A passing visual inspection performed by the consultant will determine completion of work.

COMPLETION OF LEAD REMOVAL

1. The consultant will inspect work areas for visual signs of dust and debris related to the disturbance of lead. All surface areas must be clean.
2. Residual dust, of any nature, that was generated on this project and found within or immediately outside the regulated area/containment, will be assumed to contain lead and must be cleaned.

PERSONAL AIR MONITORING RESULTS FOR WORKERS

The remediation contractor shall promptly post and provide a copy of worker personal air monitoring results in compliance with Cal/OSHA requirements to the consultant. Results of worker air monitoring shall be turned in to the consultant each Tuesday for the previous week air samples.



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ASBESTOS DISPOSAL

Non-asbestos containing materials which are removed from containment before any asbestos-containing materials are disturbed, may be discarded as construction debris.

Roofing mastics, transite and any other ACM contaminated materials removed by non-mechanical or hand methods shall be discarded as non-friable, non-hazardous asbestos-containing waste and manifested accordingly.

All fire doors, TSI, drywall and ACM removed by mechanical means shall be discarded as friable, hazardous asbestos-containing waste and manifested.

The contractor shall notify YES, Inc. and the District representative at least **24** hours in advance of when the manifest must be signed.

LEAD DISPOSAL

Waste characterization is the responsibility of the Contractor. Lead waste shall be secured on-site until characterized. Testing results shall be provided to the consultant within ten calendar days of the waste being generated. Lead waste shall be disposed of in accordance with the remediation contractor's waste characterization.

The Contractor is required to comply with all regulations in Title 8 Section 1532.1 Lead in Construction, all appropriate sections of Title 17 Lead Related Construction (work practices) and Cal/EPA Title 22 for waste classification and disposal. The containers shall be leak tight and meet the requirements as stated in these specifications. Bags and other containers shall not be overfilled.

Attachments:

- A. Submittal Requirements
- B. Initial Inspection Report



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Attachment A – Submittal Requirements

Asbestos & Lead Submittal Requirements

Note: not all of the items listed below are applicable for every project. Only the items applicable are required to be included in the submittal packet.

Prestart Submittals

1. Contractor's license(s)
 - a. CSLB license with asbestos certification
 - b. EPA RRP contractor registration
2. DOSH registration
3. Notifications
 - a. San Joaquin Valley APCD or appropriate local EPA enforcement agency for the job site location.
 - b. Cal/OSHA
 - i. Asbestos notification
 - ii. Lead notification
 - c. Equipment rented
 - i. Proof the rental company has been made aware the rented equipment will be used for asbestos and/or lead related work.
4. Site specific safety/emergency plan
 - a. This must include, but is not limited to, the nearest hospital's phone number and address;
 - b. Local police department phone number and address;
 - c. Title, name and phone number of the contractor's contact whom should be contacted in the event of an emergency.
5. Contractor worker documentation for all workers on-site
 - a. Proof of AHERA training
 - b. Proof of CDPH training
 - c. Proof of Medical approval to wear a respirator
 - d. Respirator fit test
6. Contractor's respiratory protection program
7. Challenge testing certificates
8. Negative exposure assessment (if requesting to don lesser PPE than specified in the SOW)
9. Safety data sheets
 - a. All hazardous materials (as defined by Cal/OSHA)
10. Waste Disposal
 - a. Paperwork for landfill proving the landfill will accept the waste
 - b. Proof of licensed waste hauler and company for hazardous waste
 - c. Waste characterization of lead waste
 - d. Manifest for all types of waste to be generated



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Submittals Required During the Project

1. Daily copies
 - a. Safety meeting (if held daily)
 - b. Worker roster of all employees onsite – regardless of training
 - c. Entry/exit log for employees entering/exiting containment/regulated area
 - d. HEPA filter change log
 - e. Air pressure differential manometer readings (for negative pressure enclosures)
2. Weekly
 - a. Safety meeting
 - b. Worker personal air monitoring
 - c. Area air monitoring

Submittals Required at the Conclusion of the Project

1. Contractor Air Monitoring & Lab Results (refer to the SOW for required frequency)
2. Any other paperwork as requested by the Consultant or Building Owner



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Attachment B – Initial Inspection Report



SUMMARY OF COMPREHENSIVE ASBESTOS, LEAD, PCB, MERCURY & FLUORESCENT LIGHT TUBE INSPECTION FINDINGS

Site Information:

Franklin ES – Classrooms 22-27 & Chiller Yard
2400 Truxtun Avenue, Bakersfield, CA 93301



Prepared for:

Mr. Robert Van Tassel, Supervisor – School Planning & Construction
Bakersfield City School District
1300 Baker Street, Bakersfield, CA 93305
(661) 631-5883

Prepared by:

Kristy Yowell, CAC 09-4500 / CDPH No. LRC-00004640
YES Environmental, Inc.
YES, Inc. Project Number 22YES-72
May 2023

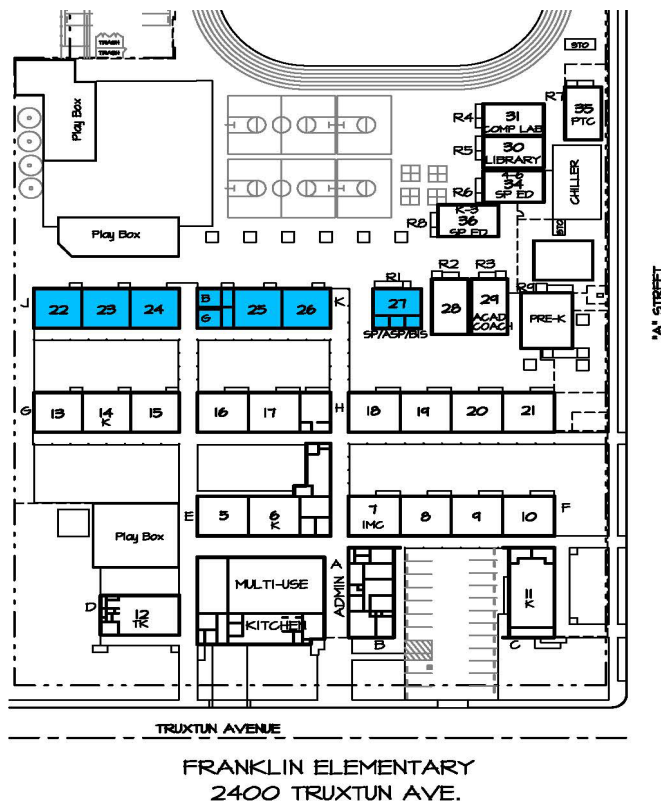


Purpose of Inspection

Bakersfield City School District (BCSD) contacted YES, Inc. to request an asbestos, lead, PCB, mercury and fluorescent light tube survey of the following buildings at Franklin Elementary School located at 2400 Truxtun Avenue, Bakersfield, CA:

- Building J – Classrooms 22-24 – Comprehensive of all rooms associated with this building
- Building K – Classrooms 25-26 – Comprehensive of all rooms associated with this building including the restrooms, storage rooms, etc.
- Building R1 – Classroom 27 – Comprehensive of all rooms associated with this building
- The Chiller Yard was comprehensively inspected.

YES, Inc. performed the inspection over the course of several months, beginning in November 2022 and concluding in December 2022. The inspection was performed by Ms. Kristy Yowell who is a Cal/OSHA certified asbestos consultant and a CDPH certified lead inspector and risk assessor. Ms. Yowell was assisted by Mr. Allen Evans who is a Cal/OSHA certified Site Surveillance Technician and a CDPH certified lead sampling technician. A copy of their certifications is included in this report.



DEMOLISH BUILDINGS



SITE PLAN



Regulatory Review

The asbestos and lead surveys were performed in compliance with the following regulations:

- EPA NESHAP regulation 40 CFR Part 61 Subpart M
- EPA AHERA regulation 40 CFR Part 76
- Cal/OSHA lead in construction regulation Title 8 CCR 1532.1

The local enforcement office for the EPA NESHAP regulation, also known as San Joaquin Valley Air Pollution Control District (SJVAPCD), requires asbestos inspections of buildings and regulated structures to be performed prior to renovation or demolition activities, regardless of the age of the building or material(s) planned to be disturbed. This survey has met this requirement. Should the building owner opt to proceed with the removal or disturbance of the asbestos-containing materials discussed below (if any), notification to SJVAPCD and a 10-day waiting period may be required. Please contact YES, Inc. consulting firm prior to proceeding with work to determine the applicability of notification requirements.

EPA AHERA regulation determines the sampling protocol in K-12 public and non-profit private schools. The sampling protocols of this regulation were followed. AHERA also requires schools to add this inspection information to their existing Asbestos Management Plan. A copy of this report should be added to the main record in the District Office and a copy should be also retained on-site at the school. Since your District is a member of Self-Insured Schools of California (SISC), they should be notified of this inspection activity in order to update their copy of your school's asbestos management plan. Their office can be reached at (661) 636-4710.

Cal/OSHA requires an inspection of materials suspect to contain asbestos and lead prior to work commencing in order to protect workers who will be working directly with or around asbestos or lead-containing materials. Should the building owner proceed with any disturbance of the materials (in any amount), a copy of this report should be provided to all contractors involved. Note: there are other notifications that may be required in order to comply with this regulation. Please contact YES, Inc. consulting firm before proceeding with work to determine the applicability of such notifications. The lead portion of this survey is being performed in order for the contractor to comply with Title 8 CCR section 1532.1 in order to protect the workers performing disturbance of these materials.



Asbestos Inspection Protocol

Each building, as described above, was inspected and suspect materials were categorized into homogenous areas and sampled accordingly. Samples were collected by misting the material being sampled with water, then drilling, scraping, hammering or chiseling from the substrate. Whenever possible, samples were collected from areas previously damaged or deteriorating. Each sample was placed in its own plastic sample bag, sealed, and labeled with a unique identification number. Sampling tools were individually cleaned before and after each sample was collected to avoid sample cross contamination.

The samples collected were recorded on YES, Inc.'s chain-of-custody form which accompanied them to the laboratory for analysis. The samples were shipped via Federal Express to either EMSL Analytical, Inc. or LA Testing, Inc., who are both NVLAP, ELAP and AIHA accredited laboratory in California. The samples submitted to be analyzed for asbestos content were analyzed using polarized light microscopy with dispersion staining.

The complete list of materials tested for asbestos content and their locations, please refer to the attached Inspection Report by Room.

NESHAP – San Joaquin Valley Air Pollution Control District Definitions

Category I non-friable asbestos-containing material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos.

Category II non-friable ACM means any non-friable material, excluding Category I non-friable ACM, containing more than 1 percent asbestos.

Regulated asbestos-containing material (RACM) means (a) Friable asbestos material, (b) Category I nonfriable ACM that has become friable, (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Asbestos Conflicting Laboratory Results

The EPA has a specific protocol for sampling suspect asbestos building materials. Multiple samples are typically recommended (in some cases required) to increase the statistical reliability of the results and to minimize the potential for field or laboratory error. Sometimes, multiple samples representing a particular material will yield both positive and negative results. When this happens, the negative sample result(s) are superseded by the positive results. Once a single positive sample is identified, the material represented by the sampling is treated as an asbestos-containing material.

However, if additional sampling data, as-built plans, or other reliable data can adequately explain or confirm that area(s) which tested positive are different (not homogenous) from areas tested negative, this information can be used to more accurately quantify ACM and define the scope of an asbestos abatement job.



Lead Inspection Protocol

Paint Analysis by XRF Spectrum Analyzer

The painted and/or coated surfaces were tested for lead content in the field using a Niton XLp 300 X-Ray fluorescence (XRF) spectrum analyzer. Materials tested in specific areas are representative of homogeneous materials located in other project areas. Verification of calibration of the XRF was performed prior to, during (if appropriate – required every four hours), and immediately following testing.

If a paint is not listed in the report or has not been bulk sampled to verify a negative result (0.00 mg/cm²), it must be presumed to contain lead, and handled as such until proven lead free.

None of the paints on this campus were bulk sampled and must be presumed to contain lead.

Types of Lead Materials			
Types	Definition	Lead Content Standard	
LBP	Lead-based paint, coating or material	By XRF:	1.0 mg/cm ² or greater
		By Paint Chip:	0.5 wt%; or 5,000 ppm
LCP	Lead-containing paint, coating or material	By XRF:	<1.0 mg/cm ²
		By Paint Chip:	<0.5 wt%; or 5,000 ppm
ND	No lead detected	By XRF:	Requires paint chip confirmation
		By Paint Chip:	<limit of detection

Summary of XRF Findings

Material Description	Locations	Lead Type & Result
Interior ceramic wall tile – 4'x6' cream with gold flecks XRF Line #: 47	Building K – Boys' Restroom and Girls' Restroom walls	LBP 4.90 mg/cm ²
All other painted components on campus – interior and exterior	Throughout building J, K & R1	LCP 0.00-0.99 mg/cm ²

Additional Lead Information

Contractors, whose employees work at this site, are required to assess if their work will be subject to the requirements of the Cal/OSHA lead construction standard (CCR Title 8 § 1532.1). Cal/OSHA standards are designed to regulate and enforce on-the-job worker safety. Employers are required by law to ensure that employees are not exposed to airborne lead levels which exceed the permissible exposure limit (PEL). The standard requires worker exposure monitoring, medical surveillance, training, special work practices, etc.

Each contractor/employer who bids and/or performs work at the site will need to assess potential lead exposure to employees performing their particular scope of work. Contractors who perform work at this site may need to obtain additional data (beyond the data presented in this report) during their assessment and Cal/OSHA compliance planning. Individual contractors/subcontractors should be allowed access to the project to obtain any needed data (samples, consultation, etc.) to complete their employee exposure assessment.

Any work performed at the site where LBP or LCP is likely to be disturbed should be performed by a contractor trained and qualified to perform lead-related construction work. Any work that exceeds Cal/OSHA's permissible exposure limit or is performed to remediate a lead hazard must be conducted by CDPH certified personnel.



FLUORESCENT LIGHT TUBES / PCB BALLASTS / MERCURY THERMOSTATS

During the inspection YES, Inc. observed most every room has mercury vapor fluorescent light tubes, and ballasts that may contain polychlorinated biphenyls (PCBs).

No mercury-containing switches or thermostats were observed.

DISCLAIMERS

The nature of renovation/demolition is such that materials can be uncovered which previously were unknown to exist. Therefore, YES, Inc. cannot be responsible for “hidden materials”, although reasonable efforts were made during the inspection to detect all suspect materials. If any materials other than those included in this report and/or its attachments are discovered during renovation/demolition, it must be assumed that the materials are asbestos and/or lead-containing, and the project should then be halted and re-evaluated. This inspection and testing performed by YES, Inc. reflect the environment and structure only at the time and location the investigation was undertaken.

This report has been prepared for the exclusive use of YES, Inc.’s client and is not intended for use by any other party. Any use of this report by a third party shall be at their own risk and shall constitute release and an agreement to defend and indemnify YES, Inc. from any and all liability in connection therewith.

This report does not assess or anticipate future events that may impact or damage asbestos, or lead materials. Future changes in the condition of ACM or LBP may require a new assessment by a certified asbestos consultant and certified lead inspector/risk assessor. This report is not a work plan or project specification.

FURTHER RECOMMENDATIONS

YES, Inc. recommends that the building owner disseminate this report to all prospective contractors bidding work at the subject site to assist them in identifying the materials tested for asbestos and/or lead-containing materials. Project design and oversight by a consultant is recommended to ensure the project is performed safely and legally during the removal and disturbance of asbestos or lead components or materials.

Thank you for using YES, Inc. for your consulting needs. We look forward to working together in the future.

Sincerely,

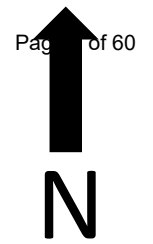
Kristy Yowell, President,
CA Asbestos Consultant No. 09-4500 / CA Dept. of Public Health I/RA No. LRC-00004640

Attachments A – Asbestos Inspection Report by Room & Maps
 B – Lead XRF Report, CDPH Form 8552 & Maps
 C – Chain of Custodies & Laboratory Reports
 D – YES, Inc. Certifications & Laboratory Accreditations

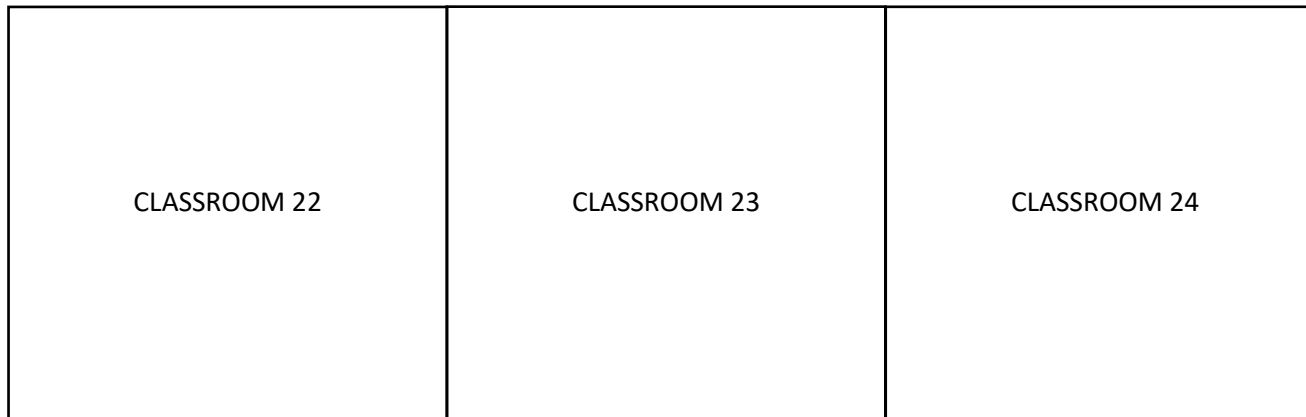


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Attachment A – Asbestos Inspection Report by Room & Maps



Building J - CR'S 23-24



Not Drawn to Scale



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Client: Bakersfield City School District

YES Project No.: 22YES-72

Site: Franklin ES

Date of Inspection: 11/29/2022

Inspection Report

Building:	Building J - CRs 22-24	Room Name:	Attic
<p>Attic is defined as: every enclosed space that is contiguous and/or beneath the roof, attic, void, and plenum space above every room in this building including, but not limited to, exterior enclosed eaves, enclosed hallways, walkways, corridors, wall cavities, etc. and all spaces beneath the roof and above ceilings that are or are not readily accessible.</p>			

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	-		Wood joists			
Walls	-		Wood			
Pipe	35		Transite Pipe; known, typically 10% CH		Y	N
Ceiling	-		Roof deck - diagonal sheathing			

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



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Building:	Building J - CRs 22-24	Room Name:	Classroom 22	Rm Ft²:	960
		Room Dimensions:	L=32 W=30 H=9/14		

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	3	03A	Carpet & glue - tan w/grey/black/blue multi	ACM floor tile	N	
	NOTE		Covers approx. 80% of floor			
Floor	1	01A	Floor tile & glue - 12" cream oatmeal	ACM floor tile	N	
	NOTE		Covers approx. 10% of floor at sink			
Floor	2		Floor tile & glue - 12" light cream oatmeal	ACM floor tile	N	
	NOTE		Covers approx. 10% of floor at unit ventilator			
Floor	4	04A	Concealed floor tile & black mastic - various colors of tile	Concrete	Y	N
	NOTE		Exists under the entire floor throughout.			
	NOTE		Tile=5% CH; Black Mastic=ND			
BB	5		Baseboard & glue - 4" lt brown		N	
Wall	-		Plywood		N	
Wall	7	07B	Tackboard and brown glues	Wood	N	
Sink	-		Porcelain sink		N	
Flat Counter	-		Formica		N	
Angled Counter	6		Concealed sheet vinyl counter top		N	
Ceiling	8		Lay-in panel 2'x4' gouge pinhole	F/G batts	N	
Ceiling	9		Fiberglass batt insulation - foil backing	12" ACTs	N	
Ceiling	10	10A	Acoustic ceiling tile 12" random hole & brown mastic	F/G batts	N	
Ceiling	11	11A	Unfinished drywall (no T&J) - 2% CH	F/G batts	Y	Y
Ceiling	12	12A	Fiberglass batt insulation - lt brown paper backing	Diagonal Sheathing	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

RED=Asbestos-containing

BLACK=No asbestos detected



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Building:	Building J - CRs 22-24	Room Name:	Classroom 23	Rm Ft²:	960
		Room Dimensions:	L=32 W=30 H=9/14		

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	3		Carpet & glue - tan w/grey/black/blue multi	ACM floor tile	N	
	NOTE		Covers approx. 80% of floor			
Floor	1		Floor tile & glue - 12" cream oatmeal	ACM floor tile	N	
	NOTE		Covers approx. 10% of floor at sink			
Floor	2	02A	Floor tile & glue - 12" light cream oatmeal	ACM floor tile	N	
	NOTE		Covers approx. 10% of floor at unit ventilator			
Floor	4		Concealed floor tile & black mastic - various colors of tile	Concrete	Y	N
	NOTE		Exists under the entire floor throughout.			
	NOTE		Tile=5% CH; Black Mastic=ND			
BB	5	05A	Baseboard & glue - 4" lt brown		N	
Wall	-		Plywood		N	
Wall	7		Tackboard glues	Wood	N	
Sink	-		Porcelain sink		N	
Flat Counter	-		Formica		N	
Angled Counter	6	06A	Concealed sheet vinyl counter top		N	
Ceiling	8	08A	Lay-in panel 2'x4' gouge pinhole	F/G batts	N	
Ceiling	9	09A	Fiberglass batt insulation - foil backing	12" ACTs	N	
Ceiling	10		Acoustic ceiling tile 12" random hole & brown mastic	F/G batts	N	
Ceiling	11		Unfinished drywall (no T&J) - 2% CH	F/G batts	Y	Y
Ceiling	12		Fiberglass batt insulation - lt brown paper backing	Diagonal Sheathing	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



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Building:	Building J - CRs 22-24	Room Name:	Classroom 24	Rm Ft²:	960
		Room Dimensions:	L=32 W=30 H=9/14		

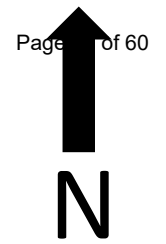
Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	3		Carpet & glue - tan w/grey/black/blue multi	ACM floor tile	N	
	NOTE		Covers approx. 80% of floor			
Floor	1		Floor tile & glue - 12" cream oatmeal	ACM floor tile	N	
	NOTE		Covers approx. 10% of floor at sink			
Floor	2		Floor tile & glue - 12" light cream oatmeal	ACM floor tile	N	
	NOTE		Covers approx. 10% of floor at unit ventilator			
Floor	4	04B	Concealed floor tile & black mastic - various colors of tile	Concrete	Y	N
	NOTE		Exists under the entire floor throughout.			
	NOTE		Tile=5% CH; Black Mastic=ND			
BB	5		Baseboard & glue - 4" lt brown		N	
Wall	-		Plywood		N	
Wall	7	07A	Tackboard and brown glue	Wood	N	
Sink	-		Porcelain sink		N	
Flat Counter	-		Formica		N	
Angled Counter	6		Concealed sheet vinyl counter top		N	
Ceiling	8		Lay-in panel 2'x4' gouge pinhole	F/G batts	N	
Ceiling	9		Fiberglass batt insulation - foil backing	12" ACTs	N	
Ceiling	10	10B	Acoustic ceiling tile 12" random hole & brown mastic	F/G batts	N	
Ceiling	11	11B	Unfinished drywall (no T&J) - 2% CH	F/G batts	Y	Y
Ceiling	12		Fiberglass batt insulation - lt brown paper backing	Diagonal Sheathing	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

RED=Asbestos-containing

BLACK=No asbestos detected



Building K – CR’S 25-26

Boy’s Restroom	North Exterior Storage Rm	CLASSROOM 25	CLASSROOM 26
Girls Restroom	South Ext. Ball Rm		

Not Drawn to Scale



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Client: Bakersfield City School District

Site: Franklin ES

YES Project No.: 22YES-72

Date of Inspection: 11/29/2022

Inspection Report

Building:	Building K - CRs 25-26	Room Name:	Attic
<p>Attic is defined as: every enclosed spaced that is contiguous and/or beneath the roof, attic, void, and plenum space above every room in this building including, but not limited to, exterior enclosed eaves, enclosed hallways, walkways, corridors, wall cavities, etc. and all spaces beneath the roof and above ceilings that are or are not readily accessible.</p>			

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	-		Wood joists			
Walls	-		Wood			
Pipe	35		Transite Pipe; known, typically 10% CH		Y	N
Ceiling	-		Roof deck - diagonal sheathing			

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



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Building:	Building K - CRs 25-26	Room Name:	Restroom D (girls')	Rm Ft²:	240
	Adjacent to CR 25	Room Dimensions:	L=16 W=15 H= +/- 12		

Component	HMR #	Sample #	Material Description	Substrate	Y/N	Friable Y/N
Floor	13		Ceramic floor tile 1x2" browns & brown grout		N	
BB			none		N	
Walls	14		Ceramic wall tile 4x6" cream w/gold specks & white grout	Plaster	N	
	NOTE		AFF 5'			
Walls	15		Plaster - smooth - Previously Sampled in Asbestos Management Plan		N	
Ceiling	15		Plaster - smooth - Previously Sampled in Asbestos Management Plan		N	

Building:	Building K - CRs 25-26	Room Name:	Restroom B (boys')	Rm Ft²:	240
	Adjacent to CR 25	Room Dimensions:	L=16 W=15 H= +/- 12		

Component	HMR #	Sample #	Material Description	Substrate	Y/N	Friable Y/N
Floor	13	13A	Ceramic floor tile 1x2" browns & brown grout		N	
BB			none		N	
Walls	14	14A	Ceramic wall tile 4x6" cream w/gold specks & white grout	Plaster	N	
	NOTE		AFF 5'			
Walls	15		Plaster - smooth - Previously Sampled in Asbestos Management Plan		N	
Ceiling	15		Plaster - smooth - Previously Sampled in Asbestos Management Plan		N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Building: Building K - CRs 25-26			Room Name: South Ext. Ball Room			Rm Ft²: 150	
Adjacent to CR 25			Room Dimensions: L=15 W=10 H= +/- 12				
Component	HMR #	Sample #	Material Description	Substrate	Y/N	Friable Y/N	
Floor	2	02B	Floor tile 12" Newer ltl cream oatmeal & yellow glues	Concrete	N		
BB			none		N		
Walls	16	16A	Plaster - sanded finish- painted	Plaster	N		
Ceiling	16		Plaster - sanded		N		

Building: Building K - CRs 25-26			Room Name: North Ext. Storage Rm			Rm Ft²: 120	
Adjacent to CR 25			Room Dimensions: L=15 W=8 H= +/- 12				
Component	HMR #	Sample #	Material Description	Substrate	Y/N	Friable Y/N	
Floor	-		Concrete - bare & exposed	Concrete	N		
BB			none		N		
Walls	16	16B	Plaster - sanded finish- painted	Plaster	N		
Ceiling	16		Plaster - sanded		N		
Pipe	35		Transite Pipe; known, typically 10% CH		Y	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Building:	Building K - CRs 25-26	Room Name:	Classroom 25	Rm Ft²:	960
		Room Dimensions:	L=32 W=30 H=9/14		

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	3		Carpet & glue - tan w/grey/black/blue multi	ACM Floor Tile	N	
	NOTE		Covers approx. 80% of floor			
Floor	1	01B	Floor tile & glue - 12" cream oatmeal	ACM Floor Tile	N	
	NOTE		Covers approx. 10% of floor at sink			
Floor	2		Floor tile & glue - 12" light cream oatmeal	ACM Floor Tile	N	
	NOTE		Covers approx. 10% of floor at unit ventilator			
Floor	4	04C	Concealed floor tile & black mastic - various colors of tile	Concrete	Y	N
	NOTE		Exists under the entire floor throughout.			
	NOTE		Tile=5% CH; Black Mastic=ND			
BB	5	05B	Baseboard & glue - 4" lt brown		N	
Wall	-		Plywood		N	
Wall	7		Tackboard glues	Wood	N	
Sink	-		Porcelain sink		N	
Flat Counter	-		Formica		N	
Angled Counter	6	06B	Concealed sheet vinyl counter top and glue		N	
Ceiling	8		Lay-in panel 2'x4' gouge pinhole	F/G batts	N	
Ceiling	9		Fiberglass batt insulation - foil backing	12" ACTs	N	
Ceiling	10	10C	Acoustic ceiling tile 12" random hole & brown mastic	F/G batts	N	
Ceiling	11	11C	Unfinished drywall (no T&J) - 2% CH	F/G batts	Y	Y
Ceiling	12	12B	Fiberglass batt insulation - lt brown paper backing	Diagonal Sheathing	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Building:	Building K - CRs 25-26	Room Name:	Classroom 26	Rm Ft²:	960
		Room Dimensions:	L=32 W=30 H=9/14		

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	3	03B	Carpet & glue - tan w/grey/black/blue multi	ACM Floor Tile	N	
	NOTE		Covers approx. 80% of floor			
Floor	1		Floor tile & glue - 12" cream oatmeal	ACM Floor Tile	N	
	NOTE		Covers approx. 10% of floor at sink			
Floor	2		Floor tile & glue - 12" light cream oatmeal	ACM Floor Tile	N	
	NOTE		Covers approx. 10% of floor at unit ventilator			
Floor	4		Concealed floor tile & black mastic - various colors of tile	Concrete	Y	N
	NOTE		Exists under the entire floor throughout.			
	NOTE		Tile=5% CH; Black Mastic=ND			
BB	5		Baseboard & glue - 4" lt brown		N	
Wall	-		Plywood		N	
Wall	7	07C	Tackboard and brown glue	Wood	N	
Sink	-		Porcelain sink		N	
Flat Counter	-		Formica		N	
Angled Counter	6		Concealed sheet vinyl counter top		N	
Ceiling	8	08B	Lay-in panel 2'x4' gouge pinhole	F/G batts	N	
Ceiling	9	09B	Fiberglass batt insulation - foil backing	12" ACTs	N	
Ceiling	10		Acoustic ceiling tile 12" random hole & brown mastic	F/G batts	N	
Ceiling	11		Unfinished drywall (no T&J) - 2% CH	F/G batts	Y	Y
Ceiling	12		Fiberglass batt insulation - lt brown paper backing	Diagonal Sheathing	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Client: Bakersfield City School District

Site: Franklin ES

YES Project No.: 22YES-72

Date of Inspection: 11/29/2022

Inspection Report

Building: Building J & K Exteriors
Classrooms 22-26

Room Name: Exteriors

Component	HMR #	Sample #	Material Description	Substrate	ACM	
					Y/N	Friable Y/N
Ground	-		Concrete		N	
Ground	33	33A-B	Asphalt		N	
Windows	17	17A-D	Exterior window putty		N	
Walls	32	32A-D	Exterior stucco & vapor barrier		N	
Eaves	-		Wood		N	
Roofs	30	30A-B	White coated foam on silver paint on shingled roofing	Diagonal Sheathing	Y	N
	NOTE		Foam=ND; Silver Paint=2%; Felts=20% CH			
Roofs	31	31A	White coated foam=ND & silver paint=2% CH		Y	N
	NOTE		On components such as, but not limited to, roof jack, pipes, vents, etc.			
Roof Pipe	35		Transite Pipe; known, typically 10% CH		Y	N

Friable Category=condition assessed at the time of inspection.

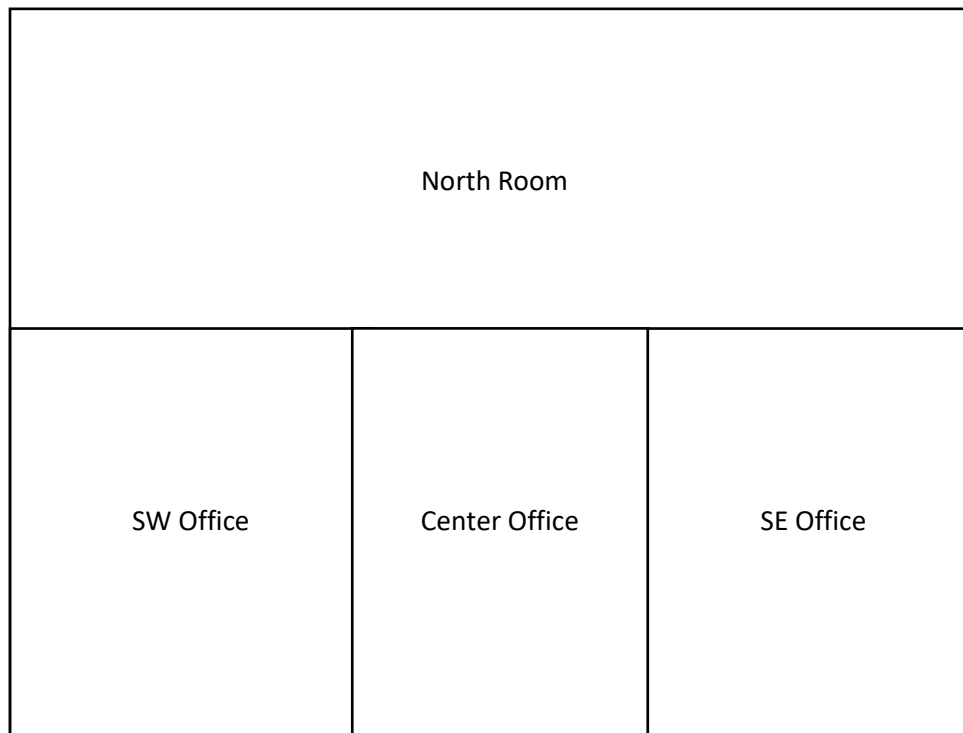
Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected

Building R1 – CR 27



Not Drawn to Scale



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Client: Bakersfield City School District

Site: Franklin ES

YES Project No.: 22YES-72

Date of Inspection: 11/29/2022

Inspection Report

Building: Building R1 (CR 27)

Room Name:

Attic

Attic is defined as: every enclosed space that is contiguous and/or beneath the roof, attic, void, and plenum space above every room in this building including, but not limited to, exterior enclosed eaves, enclosed hallways, walkways, corridors, wall cavities, etc. and all spaces beneath the roof and above ceilings that are or are not readily accessible.

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	-		Wood joists		N/A	
Walls	-		Wood		N/A	
Ceiling	12		Fiberglass batt insulation - lt brown paper backing	Plywood Roof Deck	N	
Ceiling	-		Plywood Roof deck		N/A	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Building:	Building R1 (CR 27)	Room Name:	CR 27 - North Room	Rm Ft²:	576
Room Dimensions: L=18 W=32 H= 12					

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	19	19A	Carpet & glue - blue/red/cream/green	Wood Underlayment	N	
Floor	-		Wood underlayment	ACM Tile	N	
Floor	22	22A	Concealed tile, brown glue, black vapor barrier & black mastic	Wood	Y	N
	NOTE		Tile=5% CH; Brown Glue=ND; Black Vapor Barrier=ND; Black Mastic=ND			
BB	20	20A	Baseboard & glue - 4" black		N	
Walls	-		Plywood	N/A	N	
Walls	23		Tackboard & glue	Drywall	N	
Walls	24		Concealed drywall, tape & joint compound		N	
Sink	26	26A	Grey sink coating - stainless steel sink		N	
Ceiling	25	25A	Acoustic ceiling tile 12" uniform hole (nailed)	F/G Batts	N	
Ceiling	12	12C	Fiberglass batt insulation - lt brown paper backing	Plywod Roof Deck	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Building:	Building R1 (CR 27)	Room Name:	CR 27 - SE Office	Rm Ft²:	110
		Room Dimensions:	L=11 W=10 H= 8		

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	19		Carpet & glue - blue/red/cream/green	Wood Underlayment	N	
Floor	-		Wood underlayment	ACM Tile	N	
Floor	22 NOTE	22B	Concealed tile, brown glue, black vapor barrier & black mastic Tile=5% CH; Brown Glue=ND; Black Vapor Barrier=ND; Black Mastic=ND	Wood	Y	N
BB	21	21A	Baseboard & glue - 4" blue		N	
Walls	-		Plywood	N/A	N	
Walls	23	23A	Tackboard & glue	Drywall	N	
Walls	24	24A	Concealed drywall, tape & joint compound		N	
Ceiling	8		Lay-in panel 2'x4' gouge pinhole	ACTs	N	
Ceiling	25		Acoustic ceiling tile 12" uniform hole (nailed)	F/G Batts	N	
Ceiling	12		Fiberglass batt insulation - lt brown paper backing	Plywod Roof Deck	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Building:	Building R1 (CR 27)	Room Name:	CR 27 - Center Office	Rm Ft²:	88
		Room Dimensions:	L=11 W=8 H= 8		

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	19		Carpet & glue - blue/red/cream/green	Wood Underlayment	N	
Floor	-		Wood underlayment	ACM Tile	N	
Floor	22		Concealed tile, brown glue, black vapor barrier & black mastic	Wood	Y	N
	NOTE		Tile=5% CH; Brown Glue=ND; Black Vapor Barrier=ND; Black Mastic=ND			
BB	21		Baseboard & glue - 4" blue		N	
Walls	-		Plywood	N/A	N	
Walls	23		Tackboard & glue	Drywall	N	
Walls	24		Concealed drywall, tape & joint compound		N	
Ceiling	8		Lay-in panel 2'x4' gouge pinhole	ACTs	N	
Ceiling	25		Acoustic ceiling tile 12" uniform hole (nailed)	F/G Batts	N	
Ceiling	12		Fiberglass batt insulation - lt brown paper backing	Plywod Roof Deck	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Building:	Building R1 (CR 27)	Room Name:	CR 27 - SW Office	Rm Ft²:	132
		Room Dimensions:	L=11 W=12 H= 8		

Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Floor	19		Carpet & glue - blue/red/cream/green	Wood Underlayment	N	
Floor	-		Wood underlayment	ACM Tile	N	
Floor	22		Concealed tile, brown glue, black vapor barrier & black mastic	Wood	Y	N
	NOTE		Tile=5% CH; Brown Glue=ND; Black Vapor Barrier=ND; Black Mastic=ND			
BB	21		Baseboard & glue - 4" blue		N	
Walls	-		Plywood	N/A	N	
Walls	23		Tackboard & glue	Drywall	N	
Walls	24		Concealed drywall, tape & joint compound		N	
Ceiling	8		Lay-in panel 2'x4' gouge pinhole	ACTs	N	
Ceiling	25		Acoustic ceiling tile 12" uniform hole (nailed)	F/G Batts	N	
Ceiling	12		Fiberglass batt insulation - lt brown paper backing	Plywod Roof Deck	N	

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Client: Bakersfield City School District

Site: Franklin ES

YES Project No.: 22YES-72

Date of Inspection: 11/29/2022

Inspection Report

Building:	Bungalow R1	Room Name:	Exteriors
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Component	HMR #	Sample #	Material Description	Substrate	ACM Y/N	Friable Y/N
Ground	33	33C	Asphalt		N	
Walls	29	29A-B	Vapor barrier (behind wood siding)		N	
MISC	34	xx	Exterior paints - cream & green		N	
Windows	18	18A-B	Exterior window putty - 2% CH		Y	Y
Roof	27	27A-B	White coated foam over shingled roofing and felts		N	
Roof	28		Mastic - Assumed		Y	N
			On components such as, but not limited to, roof jacks, roof vents, pipes, etc. Cannot			
	NOTE		confirm existence due to being concealed by foam roofing.			

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Client: Bakersfield City School District

Site: Franklin ES

YES Project No.: 22YES-72

Date of Inspection: 11/29/2022

Inspection Report

Building:	Chiller Yard	Room Name:	Chiller Yard
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Component	HMR #	Sample #	Material Description	Substrate	ACM	
					Y/N	Friable Y/N
Ground	-		Concrete - bare & exposed		N	
Walls	-		CMU		N	
Pipes	36	36A-B	Concealed fiberglass insulation w/paper jacket		N	
	NOTE		all concealed behind metal jacketing			

Friable Category=condition assessed at the time of inspection.

Condition can change at any time.

Condition will most likely change when disturbed.

RED=Asbestos-containing

BLACK=No asbestos detected



1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Attachment B – Lead XRF Inspection, CDPH 8552 & Maps



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

CLIENT DEFINED SURVEY FOR LEAD BASED PAINT

Client: Bakersfield City School District

Site: Franklin Elementary School – Classrooms 22-27

YES, Inc. Project Number: 22YES-72 **NITON Serial #:** 105041 **Model #:** XLp 300A

Date	12-6-2022	Start Time	5 pm	Beginning Calibration	1.04 =	1.00	1.04 =	1.00	1.04 =	0.90	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	12-6-2022	End Time	9:30 pm	Ending Calibration	1.04 =	0.80	1.04 =	0.90	1.04 =	1.10	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE		COLOR		CONDITION	XRF RESULT MG/CM²	
BUILDING J – INTERIOR											
1.	CR 22 – SOUTH SIDE			DOOR JAMB	WOOD		CREAM		FAIR	0.50	LCP
2.	CR 22 – SOUTH SIDE			DOOR	WOOD		GREEN		FAIR	0.01	LCP
3.	CR 22 – NORTH SIDE			DOOR	METAL		GREEN		FAIR	0.22	LCP
4.	CR 22 – NORTH SIDE			VERTICAL SQUARE COLUMN	WOOD		CREAM		FAIR	0.50	LCP
5.	CR 22 – NORTH SIDE			WINDOW INFILL	WOOD		CREAM		FAIR	0.00	LCP
6.	CR 23 – CENTER			CEILING TILE 2’X4’	PRESS BOARD		CREAM		FAIR	0.02	LCP
7.	CR 23 – CENTER			CEILING GRID	METAL		CREAM		FAIR	0.00	LCP
8.	CR 23 – NORTH SIDE			CEILING TILE 12”	PRESS BOARD		CREAM		FAIR	0.01	LCP
9.	CR 23 – WEST SIDE			CABINET	WOOD		CREAM		FAIR	0.24	LCP
10.	CR 23 – WEST SIDE			CABINET DOOR	WOOD		CREAM		FAIR	0.24	LCP
11.	CR 23 – SOUTH SIDE			WALL	WOOD		CREAM		FAIR	0.04	LCP
12.	CR 23 – WEST SIDE			SHELF SUPPORT	WOOD		CREAM		INTACT	0.00	LCP



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Date	12-6-2022	Start Time	5 pm	Beginning Calibration	1.04 =	1.00	1.04 =	1.00	1.04 =	0.90	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	12-6-2022	End Time	9:30 pm	Ending Calibration	1.04 =	0.80	1.04 =	0.90	1.04 =	1.10	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE		COLOR		CONDITION	XRF RESULT MG/CM²	
BUILDING J – INTERIOR CONTINUED											
13.	CR 24 – NORTH SIDE			WALL	WOOD		CREAM		INTACT	0.07	LCP
14.	CR 24 – NORTH SIDE			DOOR	WOOD		GREEN		FAIR	0.00	LCP
15.	CR 24 – NORTH SIDE			DOOR STOB/JAMB	WOOD		CREAM		INTACT	0.00	LCP
16.	CR 24 – NORTH SIDE			DOOR TRIM	WOOD		CREAM		INTACT	0.00	LCP
EXTERIOR BLDG J											
17.	SOUTH SIDE EAST END			WALL	STUCCO		CREAM		INTACT	0.12	LCP
18.	SOUTH SIDE CENTER			VERTICAL ROUND POLE	METAL		GREEN		FAIR	0.02	LCP
19.	SOUTH SIDE CENTER			ROOF DECK	WOOD		CREAM		FAIR	0.01	LCP
20.	SOUTH SIDE CENTER			FASCIA	WOOD		GREEN		FAIR	0.01	LCP
21.	SOUTH SIDE CENTER			CEILING JOIST	WOOD		CREAM		FAIR	0.01	LCP
22.	SOUTH SIDE CENTER			DRIP EDGE	METAL		GREEN		INTACT	0.00	LCP
23.	SOUTH SIDE CENTER			HEADER BEAM	WOOD		WOOD		FAIR	0.01	LCP
24.	SOUTH SIDE CENTER			L-BRACKET	METAL		CREAM		INTACT	0.11	LCP
25.	NORTH SIDE EAST SIDE			WINDOW SILL	WOOD		CREAM		FAIR	0.12	LCP



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Date	12-6-2022	Start Time	5 pm	Beginning Calibration	1.04 =	1.00	1.04 =	1.00	1.04 =	0.90	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	12-6-2022	End Time	9:30 pm	Ending Calibration	1.04 =	0.80	1.04 =	0.90	1.04 =	1.10	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE		COLOR		CONDITION	XRF RESULT MG/CM²	
EXTERIOR BLDG J CONTINUED											
26.	NORTH SIDE CENTER			WINDOW	METAL		CREAM		FAIR	0.40	LCP
27.	NORTH SIDE CENTER			MULLION	METAL		CREAM		FAIR	0.40	LCP
28.	NORTH SIDE EAST END			LOUVER	METAL		CREAM		FAIR	0.00	LCP
29.	NORTH SIDE EAST END			PIPE CHASE COVER	METAL		CREAM		FAIR	0.00	LCP
30.	NORTH SIDE CENTER			DOOR	METAL		GREEN		FAIR	0.25	LCP
31.	NORTH SIDE			WALL	STUCCO		CREAM		FAIR	0.00	LCP
BUILDING K – INTERIOR											
32.	NORTH BALL STORAGE RM – WEST SIDE			WALL	PLASTER		LT BLUE		FAIR	0.00	LCP
33.	NORTH BALL STORAGE RM – EAST SIDE			WALL	PLASTER		DK BLUE		FAIR	0.00	LCP
34.	NORTH BALL STORAGE RM – NORTH SIDE			WALL	PLASTER		TAN		FAIR	0.00	LCP
35.	CR 25 – SOUTH SIDE			WALL	WOOD		CREAM		INTACT	0.11	LCP
36.	CR 25 – WEST SIDE			CABINET DOOR	WOOD		CREAM		FAIR	0.20	LCP
37.	CR 25 – WEST SIDE			CABINET	WOOD		CREAM		FAIR	0.07	LCP
38.	CR 25 – NORTH SIDE			DOOR	METAL		GREEN		FAIR	0.22	LCP



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Date	12-6-2022	Start Time	5 pm	Beginning Calibration	1.04 =	1.00	1.04 =	1.00	1.04 =	0.90	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	12-6-2022	End Time	9:30 pm	Ending Calibration	1.04 =	0.80	1.04 =	0.90	1.04 =	1.10	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE		COLOR		CONDITION	XRF RESULT MG/CM²	
BUILDING K – INTERIOR CONTINUED											
39.	CR 25 – NORTH SIDE			DOOR FRAME	METAL		CREAM		FAIR	0.27	LCP
40.	CR 25 – NORTH SIDE			VERTICAL SQUARE POST	WOOD		CREAM		FAIR	0.70	LCP
41.	CR 26 – CENTER			CEILING 2'X4'	PRESS BOARD		CREAM		INTACT	0.00	LCP
42.	CR 26 – CENTER			CEILING GRID	METAL		CREAM		INTACT	0.00	LCP
43.	CR 26 – NORTH SIDE			CEILING 12"	PRESS BOARD		CREAM		INTACT	0.00	LCP
44.	CR 26 – NORTH SIDE			WINDOW SILL	WOOD		CREAM		INTACT	0.50	LCP
45.	CR 26 – NORTH SIDE			WINDOW	WOOD		CREAM		INTACT	0.50	LCP
46.	CR 26 – EAST SIDE			WALL	WOOD		CREAM		INTACT	0.05	LCP
47.	SW GIRLS RR – WEST SIDE			LOWER WALL	CERAMIC TILE		CREAM		INTACT	4.90	LBP
48.	SW GIRLS RR – CENTER			FLOOR	CERAMIC TILE		BROWNS		INTACT	0.01	LCP
49.	SW GIRLS RR – SOUTH SIDE			UPPER WALL	PLASTER		CREAM		INTACT	0.00	LCP
EXTERIOR BUILDING K											
50.	WEST SIDE			DRINKING FOUNTAIN	PORCELAIN		WHITE		INTACT	0.13	LCP
51.	SOUTH SIDE EAST END			WALL	STUCCO		CREAM		INTACT	0.12	LCP



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Date	12-6-2022	Start Time	5 pm	Beginning Calibration	1.04 =	1.00	1.04 =	1.00	1.04 =	0.90	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	12-6-2022	End Time	9:30 pm	Ending Calibration	1.04 =	0.80	1.04 =	0.90	1.04 =	1.10	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE		COLOR		CONDITION	XRF RESULT MG/CM²	
EXTERIOR BUILDING K CONTINUED											
52.	SOUTH SIDE CENTER			VERTICAL ROUND POLE	METAL		GREEN		FAIR	0.02	LCP
53.	SOUTH SIDE CENTER			ROOF DECK	WOOD		CREAM		FAIR	0.01	LCP
54.	SOUTH SIDE CENTER			FASCIA	WOOD		GREEN		FAIR	0.01	LCP
55.	SOUTH SIDE CENTER			CEILING JOIST	WOOD		CREAM		FAIR	0.01	LCP
56.	SOUTH SIDE CENTER			DRIP EDGE	METAL		GREEN		INTACT	0.00	LCP
57.	SOUTH SIDE CENTER			HEADER BEAM	WOOD		WOOD		FAIR	0.01	LCP
58.	SOUTH SIDE CENTER			L-BRACKET	METAL		CREAM		INTACT	0.11	LCP
59.	NORTH SIDE EAST SIDE			WINDOW SILL	WOOD		CREAM		FAIR	0.12	LCP
60.	NORTH SIDE CENTER			WINDOW	METAL		CREAM		FAIR	0.40	LCP
61.	NORTH SIDE CENTER			MULLION	METAL		CREAM		FAIR	0.40	LCP
62.	NORTH SIDE EAST END			LOUVER	METAL		CREAM		FAIR	0.00	LCP
63.	NORTH SIDE EAST END			PIPE CHASE COVER	METAL		CREAM		FAIR	0.00	LCP
64.	NORTH SIDE CENTER			DOOR	METAL		GREEN		FAIR	0.25	LCP
65.	NORTH SIDE			WALL	STUCCO		CREAM		FAIR	0.00	LCP



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Date	12-6-2022	Start Time	5 pm	Beginning Calibration	1.04 =	1.00	1.04 =	1.00	1.04 =	0.90	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	12-6-2022	End Time	9:30 pm	Ending Calibration	1.04 =	0.80	1.04 =	0.90	1.04 =	1.10	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE		COLOR		CONDITION	XRF RESULT MG/CM²	
EXTERIOR BUILDING CR 27 R1											
66.	SOUTH SIDE			DRIP EDGE	METAL		GREEN		FAIR	0.01	LCP
67.	SOUTH SIDE CENTER			SMALL FASCIA	WOOD		GREEN		INTACT	0.40	LCP
68.	SOUTH SIDE CENTER			LARGE FASCIA	WOOD		GREEN		FAIR	0.23	LCP
69.	NORTH SIDE CENTER			EAVE	WOOD		CREAM		INTACT	0.16	LCP
70.	WEST SIDE CENTER			WALL	WOOD		CREAM		FAIR	0.02	LCP
71.	NORTH SIDE			HAND RAIL	METAL		GREEN		FAIR	0.00	LCP
72.	NORTH SIDE			WINDOW TRIM	WOOD		CREAM		FAIR	0.26	LCP
73.	NORTH SIDE EAST END			WINDOW	METAL		CREAM		FAIR	0.29	LCP
74.	NORTH SIDE			DOOR TRIM	WOOD		GREEN		FAIR	0.00	LCP
75.	NORTH SIDE			DOOR	METAL		GREEN		FAIR	0.00	LCP
INTERIOR BUILDING R1 – CR 27											
76.	NORTH RM - NORTH SIDE			WINDOW SILL	WOOD		CREAM		FAIR	0.02	LCP
77.	NORTH RM - NORTH SIDE EAST			WINDOW SIDE	WOOD		CREAM		GOOD	0.29	LCP
78.	NORTH RM - NORTH SIDE EAST END			WINDOW FRAME	METAL		CREAM		INTACT	0.08	LCP
79.	NORTH RM - EAST SIDE			WALL	WOOD		GREEN		INTACT	0.17	LCP



YES Environmental, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Date	12-6-2022	Start Time	5 pm	Beginning Calibration	1.04 =	1.00	1.04 =	1.00	1.04 =	0.90	Lead-Containing Paint (LCP) or Lead-Based Paint (LBP)
Date	12-6-2022	End Time	9:30 pm	Ending Calibration	1.04 =	0.80	1.04 =	0.90	1.04 =	1.10	
NO.	SAMPLE LOCATION			COMPONENT	SUBSTRATE		COLOR		CONDITION	XRF RESULT MG/CM²	
INTERIOR BUILDING R1 – CR 27 CONTINUED											
80.	NORTH RM – WEST SIDE			WALL	WOOD		ORANGE		INTACT	0.01	LCP
81.	NORTH RM – CENTER			CEILING 12”	PRESS BOARD		CREAM		INTACT	0.00	LCP
82.	SW OFFICE – SOUTH SIDE			VERTICAL SQUARE POST	WOOD		CREAM		INTACT	0.60	LCP
83.	MIDDLE OFFICE – CENTER			CEILING TILE 2’X4’	PRESS BOARD		WHITE		INTACT	0.00	LCP
84.	MIDDLE OFFICE – CENTER			CEILING GRID	METAL		WHITE		INTACT	0.00	LCP
85.	SE OFFICE			DOOR WINDOW FRAME	METAL		BLACK		INTACT	0.00	LCP

End of XRF report.

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation 12/06/2022

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☒ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☐ Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]		City	County	Zip Code
2400 Truxtun Ave.		Bakersfield	Kern	93301
Construction date (year) of structure	Type of structure		Children living in structure?	
Unknown	<input type="checkbox"/> Multi-unit building <input checked="" type="checkbox"/> School or daycare <input type="checkbox"/> Single family dwelling <input type="checkbox"/> Other _____		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Don't Know	

Section 4 — Owner of Structure (if business/agency, list contact person)

Name		Telephone number	
Bakersfield City School District		(661) 631-5883	
Address [number, street, apartment (if applicable)]		City	State
1300 Baker Street		Bakersfield	CA
		Zip Code	93305

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☐ No lead-based paint detected ☒ Intact lead-based paint detected ☐ Deteriorated lead-based paint detected
☒ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other _____

Section 6 — Individual Conducting Lead Hazard Evaluation

Name		Telephone number	
Kristy Yowell		661-477-4662	
Address [number, street, apartment (if applicable)]		City	State
13708 Carpaccio Lane		Bakersfield	CA
		Zip Code	93306
CDPH certification number	Signature		Date
6640	<i>Kristy Yowell</i>		3.24.23

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

n/a

Section 7 — Attachments

- A. A foundation diagram or sketch of the structure indicating the specific locations of each lead hazard or presence of lead-based paint;
 B. Each testing method, device, and sampling procedure used;
 C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
 Childhood Lead Poisoning Prevention Branch Reports
 850 Marina Bay Parkway, Building P, Third Floor
 Richmond, CA 94804-6403
 Fax: (510) 620-5656



1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Attachment C – Chain of Custody & Laboratory Results

T025658

#472200225

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YES Environmental Services, Inc.1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Contact Name & Phone Number	Kristy Yowell (661) 477-4662	Account #	YWEL75
Comments	Please e-mail results to: kristy@yowellenvironmental.com & allen@yowellenvironmental.com	TYPE OF ANALYSIS AND TURN AROUND TIME	
Collected By	Kristy Yowell	PLM with Dispersion Staining	
Date Samples Collected	11/30/2022	72 HR TAT	
Job # & Client	22YES-72 Bakersfield City School District	LAB	LA TESTING
Job Site Name & Description	Franklin ES – MOD Inspection Rooms 22-27		
Submitted By	Kristy Yowell	Date	12/1/2022
Received By		Date	
SAMPLE ID	1st LINE: MATERIAL DESCRIPTION – 2ND LINE: SAMPLE LOCATION		
22YES-72-01A	FLOOR TILE & YELLOW GLUE – 12" OLDER CREAM OATMEAL		
	BLDG J – ROOM 22 – WEST SIDE SOUTH END		
22YES-72-01B	FLOOR TILE & YELLOW GLUE – 12" OLDER CREAM OATMEAL		
	BLDG K – ROOM 25 – SW AREA		
22YES-72-02A	FLOOR TILE & YELLOW GLUE – 12" NEWER LT CREAM OATMEAL		
	BLDG J – ROM 23 – AT UNIT VENTILATOR		
22YES-72-02B	FLOOR TILE & YELLOW GLUE – 12" NEWER LT CREAM OATMEAL		
	BLDG K – SOUTH EXT. BALL ROOM – AT EXISTING DAMAGE		
22YES-72-03A	CARPET & GLUE – TAN W/BLACK/BLUE/GREY SPOTS		
	BLDG J – ROOM 22 – NE CORNER		
22YES-72-03B	CARPET & GLUE – TAN W/BLACK/BLUE/GREY SPOTS		
	BLDG K – ROOM 26 – SW AREA		
22YES-72-04A	CONCEALED TAN TILE & BLACK MASTIC		
	BLDG J – RM 22 – NE CORNER		
22YES-72-04B	CONCEALED TAN TILE & BLACK MASTIC		
	BLDG J – ROOM 24 – SOUTH SIDE CENTER		
22YES-72-04C	CONCEALED TAN TILE & BLACK MASTIC		
	BLDG K -CR 25 – SW AREA		
22YES-72-05A	BASEBOARD & BROWN GLUES – 4" LT BROWN		
	BLDG J – ROOM 23 – NORTH SIDE CENTER		

CE (elx2)

12-05-22 9am

Received Thomas
12/7/22 11:45 AM

Relinquished: PM on 12-6-22 4:00 PM

Page 1 of 6

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YES Environmental Services, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Contact Name & Phone Number		Kristy Yowell (661) 477-4662		Account #	YWEL75
Comments	Please e-mail results to: kristy@yowellenvironmental.com & allen@yowellenvironmental.com		TYPE OF ANALYSIS AND TURN AROUND TIME		
Collected By	Kristy Yowell		PLM with Dispersion Staining		
Date Samples Collected	11/30/2022		72 HR TAT		
Job # & Client	22YES-72 Bakersfield City School District		LAB	LA TESTING	
Job Site Name & Description	Franklin ES – MOD Inspection Rooms 22-27				
Submitted By	Kristy Yowell	Date	12/1/2022		
Received By		Date			
SAMPLE ID	1st LINE: MATERIAL DESCRIPTION – 2ND LINE: SAMPLE LOCATION				
22YES-72-05B	BASEBOARD & BROWN GLUES – 4" LT BROWN				
	BLDG K – RM 25 – NORTH SIDE CENTER				
22YES-72-06A	SOLID CREAM SHEET VINYL COUNTER TOP & GLUE				
	BLDG J – ROOM 23 – WEST ANGLED COUNTER				
22YES-72-06B	SOLID CREAM SHEET VINYL COUNTER TOP & GLUE				
	BLDG K – RM 25 – WEST ANGLED COUNTER				
22YES-72-07A	TACKBOARD & BROWN GLUE				
	BLDG J – RM 24 – WEST WALL NORTH END				
22YES-72-07B	TACKBOARD & BROWN GLUE				
	BLDG J – RM 22 – EAST WALL NORTH END				
22YES-72-07C	TACKBOARD & BROWN GLUE				
	BLDG K – RM 26 – SOUTH WALL AT DOOR				
22YES-72-08A	LAY-IN PANEL 2'X4' GOUGE PINHOLE				
	BLDG J – RM 23 – WEST WALL CENTER				
22YES-72-08B	LAY-IN PANEL 2'X4' GOUGE PINHOLE				
	BLDG K – RM 26 – EAST SIDE CENTER				
22YES-72-09A	FIBERGLASS BATT INSULATION – FOIL BACKING				
	BLDG J – RM 23 – WEST SIDE CENTER OF CEILING				
22YES-72-09B	FIBERGLASS BATT INSULATION – FOIL BACKING				
	BLDG K – CR 26 – EAST SIDE CENTER OF CEILING				

CE (ex 2) 12-05-22 Jan

Relinquished: RG for 12-6-22 4:00pm



YES Environmental Services, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Contact Name & Phone Number	Kristy Yowell (661) 477-4662	Account #	YWEL75
Comments	Please e-mail results to: kristy@yowellenvironmental.com & allen@yowellenvironmental.com	TYPE OF ANALYSIS AND TURN AROUND TIME	
Collected By	Kristy Yowell	PLM with Dispersion Staining	
Date Samples Collected	11/30/2022	72 HR TAT	
Job # & Client	22YES-72 Bakersfield City School District	LAB	LA TESTING
Job Site Name & Description	Franklin ES – MOD Inspection Rooms 22-27		
Submitted By	Kristy Yowell	Date	12/1/2022
Received By		Date	
SAMPLE ID	1st LINE: MATERIAL DESCRIPTION – 2ND LINE: SAMPLE LOCATION		
22YES-72-10A	ACOUSTIC CEILING TILE & BROWN GLUE – 12" RANDOM HOLE PATTERN		
	BLDG J – RM 22 – NE AREA OF ORIGINAL CEILING		
22YES-72-10B	ACOUSTIC CEILING TILE & BROWN GLUE – 12" RANDOM HOLE PATTERN		
	BLDG J – RM 24 – EAST SIDE CENTER OF ORIGINAL CEILING		
22YES-72-10C	ACOUSTIC CEILING TILE & BROWN GLUE – 12" RANDOM HOLE PATTERN		
	BLDG K – RM 25 – WEST SIDE CENTER OF ORIGINAL CEILING		
22YES-72-11A	UNFINISHED DRYWALL (NO T&J)		
	BLDG J – RM 22 – NE AREA OF ORIGINAL CEILING		
22YES-72-11B	UNFINISHED DRYWALL (NO T&J)		
	BLDG J – RM 24 – EAST SIDE CENTER OF ORIGINAL CEILING		
22YES-72-11C	UNFINISHED DRYWALL (NO T&J)		
	BLDG K – RM 25 – WEST SIDE CENTER OF ORIGINAL CEILING		
22YES-72-12A	FIBERGLASS BATT INSULATION – W/PAPER BACKING		
	BLDG J – RM 22 – NE AREA OF UPPERMOST CEILING		
22YES-72-12B	FIBERGLASS BATT INSULATION – W/PAPER BACKING		
	BLDG K – RM 25 – WEST SIDE OF UPPERMOST CEILING		
22YES-72-12C	FIBERGLASS BATT INSULATION – W/PAPER BACKING		
	PR1 (CR 27) – NORTH ROOM – WEST SIDE CENTER		
22YES-72-13A	CERAMIC FLOOR TILE GROUT – BROWN (1"X2" BROWNS)		
	BLDG K – RR B (BOY'S) – NORTH SIDE CENTER		

C-E 12-05-22 9AM

Relinquished: RG Fr 12-6-22 4:00pm



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YES Environmental Services, Inc.1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Contact Name & Phone Number	Kristy Yowell (661) 477-4662	Account #	YWEL75
Comments	Please e-mail results to: kristy@yowellenvironmental.com & allen@yowellenvironmental.com	TYPE OF ANALYSIS AND TURN AROUND TIME	
Collected By	Kristy Yowell	PLM with Dispersion Staining	
Date Samples Collected	11/30/2022	72 HR TAT	
Job # & Client	22YES-72 Bakersfield City School District	LAB	LA TESTING
Job Site Name & Description	Franklin ES – MOD Inspection Rooms 22-27		
Submitted By	Kristy Yowell	Date	12/1/2022
Received By		Date	
SAMPLE ID	1st LINE: MATERIAL DESCRIPTION – 2ND LINE: SAMPLE LOCATION		
22YES-72-14A	CERAMIC WALL TILE GROUT – WHITE (4"x6" CREAM W/GOLD)		
	BLDG K – RR B (BOY'S) – NORTH WALL EAST END		
22YES-72-16A	PLASTER – SANDED FINISH – PAINTED		
	BLDG K – EXT. BALL ROOM – WEST WALL SOUTH END		
22YES-72-17A	EXTERIOR WINDOW PUTTY – GREY		
	BLDG J – NORTH WALL EAST END		
22YES-72-17B	EXTERIOR WINDOW PUTTY – GREY		
	BLDG J – SOUTH UPPER WINDOW NEAR CR 22		
22YES-72-17C	EXTERIOR WINDOW PUTTY – GREY		
	BLDG K – NORTH WALL EAST END		
22YES-72-17D	EXTERIOR WINDOW PUTTY - GREY		
	BLDG K – SOUTH SIDE WEST END		
22YES-72-18A	EXTERIOR WINDOW PUTTY		
	PR1 (CR 27) – SOUTH SIDE WEST END		
22YES-72-18B	EXTERIOR WINDOW PUTTY		
	PR1 (CR 27) – NORTH SIDE CENTER		
22YES-72-19A	CARPET & GLUE – BLUE/RED/CREAM/GREEN MULTI		
	PR1 (CR 27) – NORTH ROOM – WEST SIDE CENTER		
22YES-72-20A	BASEBOARD & GLUE 4" BLACK		
	PR1 (CR 27) – NORTH ROOM - NW AREA		

C76 (efx2) 12-05-22 9Am

Relinquished: RG Rx 12-6-22 4:00pm



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YES Environmental Services, Inc.1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Contact Name & Phone Number	Kristy Yowell (661) 477-4662	Account #	YWEL75
Comments	Please e-mail results to: kristy@yowellenvironmental.com & allen@yowellenvironmental.com	TYPE OF ANALYSIS AND TURN AROUND TIME	
Collected By	Kristy Yowell	PLM with Dispersion Staining	
Date Samples Collected	11/30/2022	72 HR TAT	
Job # & Client	22YES-72 Bakersfield City School District	LAB	LA TESTING
Job Site Name & Description	Franklin ES – MOD Inspection Rooms 22-27		
Submitted By	Kristy Yowell	Date	12/1/2022
Received By		Date	
SAMPLE ID	1st LINE: MATERIAL DESCRIPTION – 2ND LINE: SAMPLE LOCATION		
22YES-72-21A	BASEBOARD & GLUE 4" BLUE		
	PR1 (CR 27) – SE OFFICE – SE AREA		
22YES-72-22A	CONCEALED TILE, BLACK MASTIC, VAPOR BARRIER & BLACK MASTIC		
	PR1 (CR 27) – NORTH ROOM – NW AREA		
22YES-72-22B	CONCEALED TILE, BLACK MASTIC, VAPOR BARRIER & BLACK MASTIC		
	PR1 (CR 27) – SE OFFICE – WEST SIDE CENTER		
22YES-72-23A	TACKBOARD & GLUE		
	PR1 (CR 27) – SE OFFICE – NORTH WALL ABOVE CEILING TILES		
22YES-72-24A	DRYWALL, TAPE & JOINT COMPOUND		
	PR1 (CR 27) – SE OFFICE – NORTH WALL ABOVE CEILING TILES		
22YES-72-25A	ACOUSTIC CEILING TILE 12" UNIFORM HOLE (NAILED)		
	PR1 (CR27) – NORTH ROOM – WEST SIDE OF CEILING		
22YES-72-26A	GREY SINK COATING		
	PR1 (CR 27) – NORTH ROOM – UNDER STAINLESS-STEEL SINK		
22YES-72-27A	WHITE COATED FOAM ROOFING ON SHINGLED ROOFING & FELTS		
	PR1 (CR 27) – ROOF – NORTH SIDE CENTER		
22YES-72-27B	WHITE COATED FOAM ROOFING ON SHINGLED ROOFING & FELTS		
	PR1 (CR 27) – ROOF – SW AREA		
22YES-72-30A	WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING		
	BLDG J – ROOF – CR 23 CENTER		

Relinquished: RG-Fx 12-6-22 4:00 PM
 C96 (C92) 12-05-22 2AM
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YES Environmental Services, Inc.

1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820[illegible]

Relinquished: Rn Fr 12-6-22 4:00PM



Attention: Kristy Yowell
 YES Environmental, Inc.
 13708 Carpaccio Lane
 Bakersfield, CA 93306

Phone: (661) 477-4662

Fax:

Received Date: 12/07/2022 3:08 PM

Analysis Date: 12/07/2022 - 12/09/2022

Collected Date: 11/30/2022

Project: 22YES-72 BAKERSFIELD CITY SCHOOL DISTRICT

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-01A-Floor Tile 472200225-0001	BLDG J - ROOM 22 - WEST SIDE SOUTH END - FLOOR TILE & YELLOW GLUE - 12" OLDER CREAM OATMEAL	White Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected
22YES-72-01A-Glue 472200225-0001A	BLDG J - ROOM 22 - WEST SIDE SOUTH END - FLOOR TILE & YELLOW GLUE - 12" OLDER CREAM OATMEAL	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-01B-Floor Tile 472200225-0002	BLDG K - ROOM 25 - SW AREA - FLOOR TILE & YELLOW GLUE - 12" OLDER CREAM OATMEAL	White Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected
22YES-72-01B-Glue 472200225-0002A	BLDG K - ROOM 25 - SW AREA - FLOOR TILE & YELLOW GLUE - 12" OLDER CREAM OATMEAL	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-02A-Floor Tile 472200225-0003	BLDG J - ROOM 23 - AT UNIT VENTILATOR - FLOOR TILE & YELLOW GLUE - 12" NEWER LT CREAM OATMEAL	White Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected
22YES-72-02A-Glue 472200225-0003A	BLDG J - ROOM 23 - AT UNIT VENTILATOR - FLOOR TILE & YELLOW GLUE - 12" NEWER LT CREAM OATMEAL	Clear Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-02B-Floor Tile 472200225-0004	BLDG K - SOUTH EXT. BALL ROOM - AT EXISTING DAMAGE - FLOOR TILE & YELLOW GLUE - 12" NEWER LT CREAM OATMEAL	White Non-Fibrous Homogeneous		20% Ca Carbonate 80% Non-fibrous (Other)	None Detected
22YES-72-02B-Glue 472200225-0004A	BLDG K - SOUTH EXT. BALL ROOM - AT EXISTING DAMAGE - FLOOR TILE & YELLOW GLUE - 12" NEWER LT CREAM OATMEAL	Clear Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-03A-Carpet 472200225-0005	BLDG J - ROOM 22 - NE CORNER - CARPET & GLUE - TAN W/BLACK/BLUE/GR EY SPOTS	Various Fibrous Homogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected
22YES-72-03A-Glue 472200225-0005A	BLDG J - ROOM 22 - NE CORNER - CARPET & GLUE - TAN W/BLACK/BLUE/GR EY SPOTS	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-03B-Carpet 472200225-0006	BLDG K - ROOM 26 - SW AREA - CARPET & GLUE - TAN W/BLACK/BLUE/GR EY SPOTS	Various Fibrous Homogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected
22YES-72-03B-Glue 472200225-0006A	BLDG K - ROOM 26 - SW AREA - CARPET & GLUE - TAN W/BLACK/BLUE/GR EY SPOTS	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-04A-Floor Tile 472200225-0007	BLDG J - RM 22 - NE CORNER - CONCEALED TAN TILE & BLACK MASTIC	Brown Non-Fibrous Homogeneous		80% Matrix 15% Non-fibrous (Other)	5% Chrysotile
22YES-72-04A-Mastic 472200225-0007A	BLDG J - RM 22 - NE CORNER - CONCEALED TAN TILE & BLACK MASTIC	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-04B-Floor Tile 472200225-0008	BLDG J - ROOM 24 - SOUTH SIDE CENTER - CONCEALED TAN TILE & BLACK MASTIC	Brown Non-Fibrous Homogeneous		80% Matrix 15% Non-fibrous (Other)	5% Chrysotile
22YES-72-04B-Mastic 472200225-0008A	BLDG J - ROOM 24 - SOUTH SIDE CENTER - CONCEALED TAN TILE & BLACK MASTIC	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-04C-Floor Tile 472200225-0009	BLDG K - CR 25 - SW AREA - CONCEALED TAN TILE & BLACK MASTIC	Tan Non-Fibrous Homogeneous		80% Matrix 18% Non-fibrous (Other)	2% Chrysotile
22YES-72-04C-Mastic 472200225-0009A	BLDG K - CR 25 - SW AREA - CONCEALED TAN TILE & BLACK MASTIC	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-05A-Baseboard 472200225-0010	BLDG J - ROOM 23 - NORTH SIDE CENTER - BASEBOARD & BROWN GLUES - 4" LT BROWN	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected

Initial report from: 12/08/2022 09:13:02



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-05A-Glue 472200225-0010A	BLDG J - ROOM 23 - NORTH SIDE CENTER - BASEBOARD & BROWN GLUES - 4" LT BROWN	Brown/White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-05B-Baseboard 472200225-0011	BLDG K - RM 25 - NORTH SIDE CENTER - BASEBOARD & BROWN GLUES - 4" LT BROWN	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-05B-Glue 472200225-0011A	BLDG K - RM 25 - NORTH SIDE CENTER - BASEBOARD & BROWN GLUES - 4" LT BROWN	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-06A-Sheet Vinyl 472200225-0012	BLDG J - ROOM 23 - WEST ANGLED COUNTER - SOLID CREAM SHEET VINYL COUNTER TOP & GLUE	White Fibrous Homogeneous	15% Cellulose 5% Synthetic	80% Non-fibrous (Other)	None Detected
22YES-72-06A-Glue 472200225-0012A	BLDG J - ROOM 23 - WEST ANGLED COUNTER - SOLID CREAM SHEET VINYL COUNTER TOP & GLUE	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-06B-Sheet Vinyl 472200225-0013	BLDG K - RM 25 - WEST ANGLED COUNTER - SOLID CREAM SHEET VINYL COUNTER TOP & GLUE	White Fibrous Homogeneous	15% Cellulose 5% Synthetic	80% Non-fibrous (Other)	None Detected
22YES-72-06B-Glue 472200225-0013A	BLDG K - RM 25 - WEST ANGLED COUNTER - SOLID CREAM SHEET VINYL COUNTER TOP & GLUE	Brown/Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-07A-Tackboard 472200225-0014	BLDG J - RM 24 - WEST WALL NORTH END - TACKBOARD & BROWN GLUE	Various Fibrous Homogeneous	80% Cellulose 5% Synthetic 5% Glass	10% Non-fibrous (Other)	None Detected
22YES-72-07A-Glue 472200225-0014A	BLDG J - RM 24 - WEST WALL NORTH END - TACKBOARD & BROWN GLUE	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-07B-Tackboard 472200225-0015	BLDG J - RM 22 - EAST WALL NORTH END - TACKBOARD & BROWN GLUE	Various Fibrous Homogeneous	80% Cellulose 5% Synthetic 5% Glass	10% Non-fibrous (Other)	None Detected
22YES-72-07B-Glue 472200225-0015A	BLDG J - RM 22 - EAST WALL NORTH END - TACKBOARD & BROWN GLUE	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-07C-Tackboard rd 472200225-0016	BLDG K - RM 26 - SOUTH WALL AT DOOR - TACKBOARD & BROWN GLUE	Various Fibrous Homogeneous	80% Cellulose 5% Synthetic 5% Glass	10% Non-fibrous (Other)	None Detected
22YES-72-07C-Glue 472200225-0016A	BLDG K - RM 26 - SOUTH WALL AT DOOR - TACKBOARD & BROWN GLUE	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-08A 472200225-0017	BLDG J - RM 23 - WEST WALL CENTER - LAY-IN PANEL 2'X4' GOUGE PINHOLE	Beige Fibrous Homogeneous	75% Cellulose 5% Glass	20% Non-fibrous (Other)	None Detected
22YES-72-08B 472200225-0018	BLDG K - RM 26 - EAST SIDE CENTER - LAY-IN PANEL 2'X4' GOUGE PINHOLE	Beige Fibrous Homogeneous	75% Cellulose 5% Glass	20% Non-fibrous (Other)	None Detected
22YES-72-09A 472200225-0019	BLDG J - RM 23 - WEST SIDE CENTER OF CEILING - FIBERGLASS BATT INSULATION - FOIL BACKING	White Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
22YES-72-09B 472200225-0020	BLDG K - CR 26 - EAST SIDE CENTER OF CEILING - FIBERGLASS BATT INSULATION - FOIL BACKING	White Fibrous Homogeneous	90% Glass	10% Non-fibrous (Other)	None Detected
22YES-72-10A-Ceiling Tile 472200225-0021	BLDG J - RM 22 - NE AREA OF ORIGINAL CEILING - ACOUSTIC CEILING TILE & BROWN GLUE - 12" RANDOM HOLE PATTERN	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
22YES-72-10A-Glue 472200225-0021A	BLDG J - RM 22 - NE AREA OF ORIGINAL CEILING - ACOUSTIC CEILING TILE & BROWN GLUE - 12" RANDOM HOLE PATTERN	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-10B-Ceiling Tile 472200225-0022	BLDG J - RM 24 - EAST SIDE CENTER OF ORIGINAL CEILING - ACOUSTIC CEILING TILE & BROWN GLUE - 12" RANDOM HOLE PATTERN	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-10B-Glue 472200225-0022A	BLDG J - RM 24 - EAST SIDE CENTER OF ORIGINAL CEILING - ACOUSTIC CEILING TILE & BROWN GLUE - 12" RANDOM HOLE PATTERN	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-10C-Ceiling Tile 472200225-0023	BLDG K - RM 25 - WEST SIDE CENTER OF ORIGINAL CEILING - ACOUSTIC CEILING TILE & BROWN GLUE - 12" RANDOM HOLE PATTERN	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
22YES-72-10C-Glue 472200225-0023A	BLDG K - RM 25 - WEST SIDE CENTER OF ORIGINAL CEILING - ACOUSTIC CEILING TILE & BROWN GLUE - 12" RANDOM HOLE PATTERN	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-11A 472200225-0024	BLDG J - RM 22 - NE AREA OF ORIGINAL CEILING - UNFINISHED DRYWALL	White Non-Fibrous Homogeneous		80% Gypsum 18% Non-fibrous (Other)	2% Chrysotile
22YES-72-11B 472200225-0025	BLDG J - RM 24 - EAST SIDE CENTER OF ORIGINAL CEILING - UNFINISHED DRYWALL	White Non-Fibrous Homogeneous		80% Gypsum 18% Non-fibrous (Other)	2% Chrysotile
22YES-72-11C 472200225-0026	BLDG K - RM 25 - WEST SIDE CENTER OF ORIGINAL CEILING - UNFINISHED DRYWALL	White Non-Fibrous Homogeneous		80% Gypsum 18% Non-fibrous (Other)	2% Chrysotile
22YES-72-12A 472200225-0027	BLDG J - RM 22 - NE AREA OF UPPERMOST CEILING - FIBERGLASS BATT INSULATION - W/PAPER BACKING	Tan/Yellow Fibrous Heterogeneous	5% Cellulose 90% Glass	5% Non-fibrous (Other)	None Detected
22YES-72-12B 472200225-0028	BLDG K - RM 25 - WEST SIDE OF UPPERMOST CEILING - FIBERGLASS BATT INSULATION - W/PAPER BACKING	Tan/Yellow Fibrous Homogeneous	5% Cellulose 90% Glass	5% Non-fibrous (Other)	None Detected



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-12C 472200225-0029	PR1 (CR 27) - NORTH ROOM - WEST SIDE CENTER - FIBERGLASS BATT INSULATION - W/PAPER BACKING	Tan/White Fibrous Homogeneous	5% Cellulose 90% Glass	5% Non-fibrous (Other)	None Detected
22YES-72-13A 472200225-0030	BLDG K - RR B (BOY'S) - NORTH SIDE CENTER - CERAMIC FLOOR TILE GROUT - BROWN	Gray Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-14A 472200225-0031	BLDG K - RRB (BOY'S) - NORTH WALL EAST END - CERAMIC WALL TILE GROUT - WHITE	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-16A 472200225-0032	BLDG K - EXT. BALL ROOM - WEST WALL SOUTH END - PLASTER - SANDED FINISH - PAINTED	Beige Non-Fibrous Homogeneous		20% Quartz 60% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-17A 472200225-0033	BLDG J - NORTH WALL EAST END - EXTERIOR WINDOW PUTTY - GREY	Gray Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
22YES-72-17B 472200225-0034	BLDG J - SOUTH UPPER WINDOW NEAR CR 22 - EXTERIOR WINDOW PUTTY - GREY	Gray Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
22YES-72-17C 472200225-0035	BLDG K - NORTH WALL EAST END - EXTERIOR WINDOW PUTTY - GREY	Gray Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
22YES-72-17D 472200225-0036	BLDG K - SOUTH SIDE WEST END - EXTERIOR WINDOW PUTTY - GREY	Gray Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
22YES-72-18A 472200225-0037	PR1 (CR 27) - SOUTH SIDE WEST END - EXTERIOR WINDOW PUTTY - GREY	Gray Non-Fibrous Homogeneous		80% Ca Carbonate 18% Non-fibrous (Other)	2% Chrysotile
22YES-72-18B 472200225-0038	PR1 (CR 27) - NORTH SIDE CENTER - EXTERIOR WINDOW PUTTY - GREY	Gray Non-Fibrous Homogeneous		80% Ca Carbonate 18% Non-fibrous (Other)	2% Chrysotile
22YES-72-19A-Carpet 472200225-0039	PR1 (CR 27) - NORTH ROOM - WEST SIDE CENTER - CARPET & GLUE - BLUE/RED/CREAM/ GREEN MULTI	Various Fibrous Homogeneous	40% Synthetic	60% Non-fibrous (Other)	None Detected



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-19A-Glue 472200225-0039A	PR1 (CR 27) - NORTH ROOM - WEST SIDE CENTER - CARPET & GLUE - BLUE/RED/CREAM/ GREEN MULTI	Clear Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-20A-Baseboard 472200225-0040	PR1 (CR 27) - NORTH ROOM - NW AREA - BASEBOARD & GLUE 4" BLACK	Black Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-20A-Glue 472200225-0040A	PR1 (CR 27) - NORTH ROOM - NW AREA - BASEBOARD & GLUE 4" BLACK	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-21A-Baseboard 472200225-0041	PR1 (CR 27) - SE OFFICE - SE AREA - BASEBOARD & GLUE 4" BLUE	Blue Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-21A-Glue 472200225-0041A	PR1 (CR 27) - SE OFFICE - SE AREA - BASEBOARD & GLUE 4" BLUE	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-22A-Vapor Barrier 472200225-0042	PR1 (CR 27) - NORTH ROOM - NW AREA - CONCEALED TILE, BLACK MASTIC, VAPOR BARRIER & BLACK MASTIC	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
22YES-72-22A-Mastic 472200225-0042A	PR1 (CR 27) - NORTH ROOM - NW AREA - CONCEALED TILE, BLACK MASTIC, VAPOR BARRIER & BLACK MASTIC	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-22B-Vapor Barrier 472200225-0043	PR1 (CR 27) - SE OFFICE - WEST SIDE CENTER - CONCEALED TILE, BLACK MASTIC, VAPOR BARRIER & BLACK MASTIC	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
22YES-72-22B-Mastic 472200225-0043A	PR1 (CR 27) - SE OFFICE - WEST SIDE CENTER - CONCEALED TILE, BLACK MASTIC, VAPOR BARRIER & BLACK MASTIC	Brown Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-22B-Floor Tile 472200225-0043B	PR1 (CR 27) - SE OFFICE - WEST SIDE CENTER - CONCEALED TILE, BLACK MASTIC, VAPOR BARRIER & BLACK MASTIC	Tan Non-Fibrous Homogeneous		80% Matrix 15% Non-fibrous (Other)	5% Chrysotile



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-23A-Tackboard rd 472200225-0044	PR1 (CR 27) - SE OFFICE - NORTH WALL ABOVE CEILING TILES - TACKBOARD & GLUE	Tan/White Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
22YES-72-23A-Glue 472200225-0044A	PR1 (CR 27) - SE OFFICE - NORTH WALL ABOVE CEILING TILES - TACKBOARD & GLUE	Tan Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-24A-Drywall 472200225-0045	PR1 (CR 27) - SE OFFICE - NORTH WALL ABOVE CEILING TILES - DRYWALL, TAPE & JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Gypsum 20% Non-fibrous (Other)	None Detected
22YES-72-24A-Joint Compound 472200225-0045A	PR1 (CR 27) - SE OFFICE - NORTH WALL ABOVE CEILING TILES - DRYWALL, TAPE & JOINT COMPOUND	White Non-Fibrous Homogeneous		80% Ca Carbonate 20% Non-fibrous (Other)	None Detected
22YES-72-25A 472200225-0046	PR1 (CR 27) - NORTH ROOM - WEST SIDE OF CEILING - ACOUSTIC CEILING TILE 12" UNIFORM HOLE	Brown Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
22YES-72-26A 472200225-0047	PR1 (CR 27) - NORTH ROOM - UNDER STAINLESS-STEEL SINK - GREY SINK COATING	Gray Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-27A-Foam 472200225-0048	PR1 (CR 27) - ROOF - NORTH SIDE CENTER - WHITE COATED FOAM ROOFING ON SHINGLED ROOFING & FELTS	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-27A-Shingle 472200225-0048A	PR1 (CR 27) - ROOF - NORTH SIDE CENTER - WHITE COATED FOAM ROOFING ON SHINGLED ROOFING & FELTS	Black Fibrous Homogeneous	10% Cellulose 10% Glass	80% Non-fibrous (Other)	None Detected
22YES-72-27A-Felt 472200225-0048B	PR1 (CR 27) - ROOF - NORTH SIDE CENTER - WHITE COATED FOAM ROOFING ON SHINGLED ROOFING & FELTS	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-27B-Foam 472200225-0049	PR1 (CR 27) - ROOF - SW AREA - WHITE COATED FOAM ROOFING ON SHINGLED ROOFING & FELTS	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-27B-Shingle 472200225-0049A	PR1 (CR 27) - ROOF - SW AREA - WHITE COATED FOAM ROOFING ON SHINGLED ROOFING & FELTS	Black Fibrous Homogeneous	10% Cellulose 10% Glass	80% Non-fibrous (Other)	None Detected
22YES-72-27B-Felt 472200225-0049B	PR1 (CR 27) - ROOF - SW AREA - WHITE COATED FOAM ROOFING ON SHINGLED ROOFING & FELTS	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
22YES-72-30A-Coating 472200225-0050	BLDG J - ROOF - CR 23 CENTER - WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-30A-Foam 472200225-0050A	BLDG J - ROOF - CR 23 CENTER - WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-30A-Silver Paint 472200225-0050B	BLDG J - ROOF - CR 23 CENTER - WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING				Layer Not Present
22YES-72-30A-Roofing 472200225-0050C	BLDG J - ROOF - CR 23 CENTER - WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING	Black Non-Fibrous Homogeneous	10% Cellulose	70% Non-fibrous (Other)	20% Chrysotile
22YES-72-30B-Coating 472200225-0051	BLDG K - CR 25 ROOF - CENTER - WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected



Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
22YES-72-30B-Foam 472200225-0051A	BLDG K - CR 25 ROOF - CENTER - WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING	Yellow Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-30B-Silver Paint 472200225-0051B	BLDG K - CR 25 ROOF - CENTER - WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING	Silver Non-Fibrous Homogeneous		80% Matrix 18% Non-fibrous (Other)	2% Chrysotile
22YES-72-30B-Roofing 472200225-0051C	BLDG K - CR 25 ROOF - CENTER - WHITE COATED FOAM ROOFING ON SILVER PAINT ON ROLLED COMPOSITION ROOFING	Black Fibrous Homogeneous	10% Cellulose	70% Non-fibrous (Other)	20% Chrysotile
22YES-72-31A-Coating 472200225-0052	BLDG J - CR 23 - ON NW ROOF PIPE - WHITE COATING ON SILVER PAINT	White Non-Fibrous Homogeneous		80% Matrix 20% Non-fibrous (Other)	None Detected
22YES-72-31A-Silver Paint 472200225-0052A	BLDG J - CR 23 - ON NW ROOF PIPE - WHITE COATING ON SILVER PAINT	Silver Non-Fibrous Homogeneous		80% Matrix 18% Non-fibrous (Other)	2% Chrysotile

Analyst(s)

Jonathan Nomura (89)

Jonathan Nomura

Jonathan Nomura, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. Santa Clara, CA NVLAP Lab Code 600318-0

Initial report from: 12/08/2022 09:13:02



1201 24th Street, Suite B110-377, Bakersfield, CA 93301 / (661) 527-0820

Attachment D – Consultant & Laboratory Certifications

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Occupational Safety and Health-Asbestos Certification

1750 Howe Avenue, Suite 460

Sacramento, CA 95825

(916) 574-2993 Office <http://www.dir.ca.gov/dosh/asbestos.html> actu@dir.ca.gov

903034500C

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December 07, 2022

Kristy L Yowell
13708 Carpaccio Lane
Bakersfield CA 93306

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/ mailing information within 15 days of the change.

Sincerely,

Eric Berg

Eric Berg
Deputy Chief of Health

Attachment: Certification Card

cc: File

Renewal – Card Attached





STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:

Kristy Yowell

CERTIFICATE TYPE:

Lead Inspector/Assessor

Lead Supervisor

NUMBER:

LRC-00004640

LRC-00004639

EXPIRATION DATE:

2/9/2024

2/9/2024

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

DEPARTMENT OF INDUSTRIAL RELATIONS

Division of Occupational Safety and Health-Asbestos Certification

1750 Howe Avenue, Suite 460

Sacramento, CA 95825

(916) 574-2993 Office <http://www.dir.ca.gov/dosh/asbestos.html> actu@dir.ca.gov

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YES Environmental Inc.**Allen R. Evans****1201 24th Street, Suite B110-377****Bakersfield CA 93301****March 20, 2023**

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

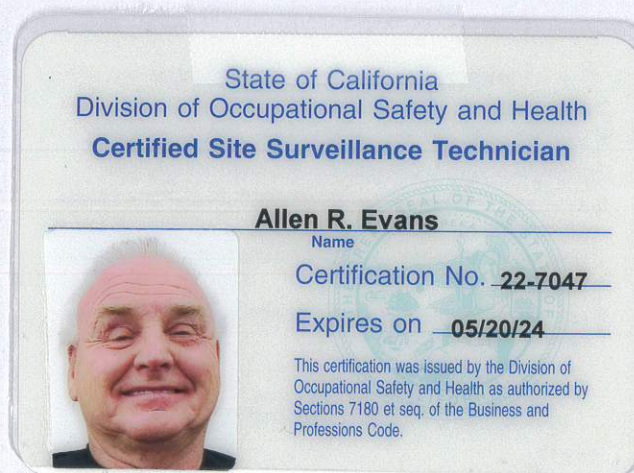
Please contact our office at the above address or email w any changes in your contact/ mailing information within 15 days of the change.

Sincerely,

Kevin Graulich
Principal Safety Engineer

Attachment: Certification Card

cc: File



Renewal – Card Attached



LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:

Allen Evans

CERTIFICATE TYPE:

Lead Sampling Technician

NUMBER:

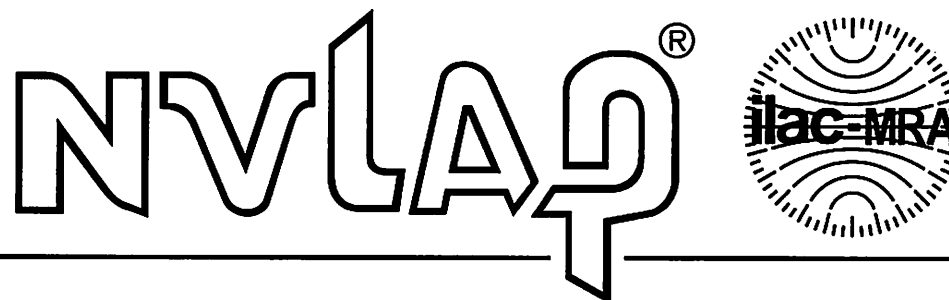
LRC-00010539

EXPIRATION DATE:

10/21/2023

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

United States Department of Commerce
National Institute of Standards and Technology



Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 600318-0

EMSL Analytical, Inc.
Santa Clara, CA

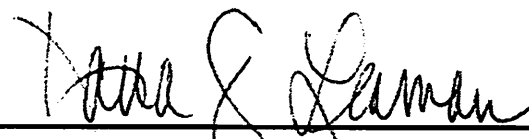
*is accredited by the National Voluntary Laboratory Accreditation Program for specific services,
listed on the Scope of Accreditation, for:*

Asbestos Fiber Analysis

*This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017.
This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality
management system (refer to joint ISO-ILAC-IAF Communique dated January 2009).*

2023-01-01 through 2023-12-31

Effective Dates



For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program



SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

EMSL Analytical, Inc.

3501 Thomas Road

Unit 9

Santa Clara, CA 95054

Jonathan Nomura

Phone: 408-913-2714

Email: jnomura@emsl.com

<http://www.emsl.com>

ASBESTOS FIBER ANALYSIS

NVLAP LAB CODE 600318-0

Bulk Asbestos Analysis

Code

Description

18/A01

EPA – 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples

18/A03

EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

A handwritten signature in black ink, appearing to read "Jonathan Nomura", is written over a horizontal line.

For the National Voluntary Laboratory Accreditation Program

CONCRETE WORK

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 SCOPE OF WORK**

The work of this section shall include the furnishing of all labor; materials and equipment required to complete the concrete work as indicated on the drawings and as specified herein.

1.02 WORK INCLUDED (But not limited to the following items)

- a. Provide and install concrete, plain and reinforced, in place.
- b. Provide and install formwork and shoring.
- c. Placing only of bolts, anchors, frames, inserts, stair nosings
- d. Provide and install control and expansion joints.
- e. Curing, protection and patching of concrete.
- f. Finishing concrete surfaces.
- g. Concrete pits and slabs for plumbing, electrical, heating and ventilation.
- h. Cost of concrete mix designs.
- i. Vapor barrier and sand fill under concrete floor slabs.
- j. Clean up work related to this Section.

1.03 RELATED WORK

- a. Reinforcing steel is specified in Section 03 21 00.
- b. Filling, backfilling and compaction are specified under Section 31 20 00.
- c. Furnishing of bolts, anchors, frames, inserts, etc. is specified in Sections 31 20 00.
- d. The cost of testing all materials, *including cement and aggregate* shall be paid by the Owner. The Contractor shall cooperate in furnishing test materials so that tests may be completed prior to their installation.
- e. Concrete encased electrical conduit is specified in Section 26 01 00.
- f. Vegetation control is specified in Section 32 05 13.02.
- g. Termite control is specified in Section 32 05 13.01.

1.04 TESTS AND INSPECTIONS

- a. Refer to Section 01 45 00, Quality Control, for these requirements.
- b. No work of this Section shall be covered until inspected by the Engineer or his authorized representative.
- c. Tests and evaluation shall conform to T24, Sec. 1903A.
- d. Vapor and Waterproofing Admixture representative shall verify all concrete batches prior to concrete mix leaving plant. Installing contractor shall be an approved SPG installer.

1.05 SPECIAL REQUIREMENTS

All concrete shall be mixed, formed, placed and cured, finished and protected in conformance with the recommendations of the Portland Cement Association and the American Concrete Institute unless otherwise shown or noted in these specifications.

1.06 DEFECTIVE CONCRETE

Concrete not meeting the minimum strength requirement, not formed as indicated, not true to intended alignment, which has large voids or rock pockets, which has wood or debris embedded in it, which has a surface deviation of greater than one-eighth inch (1/8") in ten feet (10'-0") or does not fully conform to the specifications shall be deemed defective and if so directed by the Architect, shall be removed and replaced with concrete complying with the drawings and specifications. Precast panels or other concrete damaged due to erection operations shall be deemed defective concrete.

PART 2 PRODUCTS

2.01 MATERIALS

- a. Portland Cement: Shall conform to ACI 318-19, Type V, and T24, Sec. 1903A.2 with the following modifications:
 - (1) The cement shall not contain more than 0.60% total alkali when calculated as Sodium Oxide.
 - (2) The percentage of Tricalcium Silicate shall not be limited.
 - (3) Cement shall be stored in such a manner as to protect it from inclusion of foreign material and damage by moisture. Only one (1) brand of cement shall be used for this work.
- b. Aggregates: Shall conform to ASTM C-33-86 except as modified below.
 - (1) Fine aggregate: Shall consist of a washed natural sand of hard, strong and durable particles, which do not contain more than two percent (2%) by weight of deleterious substances such as clay lumps, shale, schist, alkali, mica, coated grains, or soft and flaky particles. Fine aggregate shall be graded uniformly from fine to coarse and when combined with coarse aggregate shall meet the requirements of Table 1.
 - a.) Crushed fine aggregate otherwise known as Crusher fines, or "rock dust" shall be 100% passing #4 sieve screen and shall be spread and compacted while damp to moist. At the time of concrete placement, the blotter layer should be dry to damp, compacted, and smooth. Concrete should not be placed if the blotter layer is wet as it will act as a water reservoir beneath the concrete and all apparent advantages of its use will be nullified. The blotter layer should not be sprayed with water prior to concrete placement.
 - (2) Coarse Aggregate: Shall consist of a clean, hard, fine grained, sound crushed rock, or washed gravel. It shall contain not more than five percent (5%) by weight of flat, thin, elongated, or laminated material nor more than two percent (2%) by weight shale or cherty material. Coarse aggregate shall be graded uniformly from one fourth inch (1/4") in size to maximum size and when combined with fine aggregate shall meet the requirements of Table 1.

TABLE I
GRADING OF COMBINED AGGREGATES

Sieve Number or Size in Inches (Woven Wire Cloth)	Percent by Weight 1-1/2" Max.	1" Maximum	3/4" Maximum
Passing a 1-1/2"	95-100	---	---
Passing a 1"	70-90	90-100	---
Passing a 3/4"	50-80	70-95	90-100
Passing a 3/8"	40-60	45-70	55-75
Passing a #4	35-55	35-55	40-60
Passing a #8	25-40	27-45	30-46
Passing a #16	16-34	20-38	23-40
Passing a #30	12-25	12-27	13-28
Passing a #50	2-12	5-15	5-15
Passing a #100	0-3	0-5	0-5

- c. Water: Shall be clean and free from deleterious acids, alkali, oil and organic matter and shall be potable.
- d. Concrete Slab Control Joints: Shall be one of the following types as indicated and located on the drawings:
 - (1) Construction Joints: Shall be Burke #NC-203 "Keyed Kold Joint", or approved equal, 26 gauge galvanized steel continuous joint form with #54-505 removable kap at exterior slabs and #54-510 kap at interior slabs. Seal exterior joints with Sikaflex 2c, color as selected.
 - (2) Expansion Joints: Shall be formed with Burke 1/2" x 4" fiber expansion joint with Burke 1/2" x 1/2" removable plastic cap. Sealant shall be two-part polyurethane, Sikaflex 2c, color as selected.
 - (3) Control Joints: Shall be 1/8" w x 1-1/4" d tooled or saw-cut joints. Control joints may be plastic "Zip-Strips" by Burke or W.R. Meadows (1-1/2" dp. min.).
- e. Crushed Fine Aggregate Fill Under Slabs: Shall conform to the crushed fine aggregate specification in 2.01b. above.
- f. Sealer/Hardener/Curing Compound for exterior concrete: Shall conform to ASTM C-309, Type I, Class A. Provide and apply per manufacturers recommendations, W.R. Meadows "Med-Cure"; Nox-crete Inc. "Bro-Cure"; Curecrete Chemical Co. "Ashford Formula", or approved equal. The compound shall *not* be of wax base and shall not impair in any way the application of floor coverings,
- j. Admixture: Water-reducing admixture shall be Pozzolith 322N, T-24, Section 1903A6.6 Zeecon "H", Grace WRDA-79 or approved equal, conforming to ASTM 494. Vapor and Water proofing Admixture shall be as manufactured by SPG, Vapor Lock 20/20.
- k. Manufactured Grout: Shall be non-shrink, non-metallic, non-corrosive and high strength, conforming to Corps. of Engineers CRD-621. SilkagROUT 212, W.R. Meadows #588 grout or approved equal.
- l. Form Release: Provide form-coating material, which conforms to the regulations of the local air quality management district in force at the time of application. Use a non-staining, non-residual, chemically active release agent. DEBOND FORM COATING, manufactured by L&M Construction Chemicals, Inc. or "Crete Lease 880 VOC", by Cresset Chemical Company.

- m. Fly Ash: Shall comply with ASTM C618, class NORF (Class C is not permitted) Not more than 15% by weight of fly ash shall be substituted for ASTM C150 Portland Cement.

PART 3 EXECUTION

3.01 PROPORTIONING OF CONCRETE MIXES

- a. Strength: The minimum ultimate (28 day) compressive strength of structural concrete shall be 3000 p.s.i.. Its strength shall be at least 1800 p.s.i. at the age of 7 days and at least 3000 p.s.i. at 28 days. Structural concrete shall contain at least 5 sacks (470 pounds) of cement per cubic yard of concrete. (Per Soils Report). Where non-structural 'concrete paving' is required, its compressive strength shall be 2500 p.s.i. Its strength shall be at least 1500 p.s.i. at 7 days and at least 2500 p.s.i. at 28 days.
- b. Proportions: The Contractor shall propose to the Architect an Engineered *Laboratory Designed Mix/es with Engineers Stamp/seal* based on the following limitations. The mix design shall be approved prior to use. The mix designer shall determine the relative amounts of cement, admixtures, fine and coarse aggregate and mixing water in accordance with T24 Method B or Method C, Section 1905A.2.3. The Contractor shall pay the costs of concrete mix designs, including the cost of aggregate, gradation analysis where required.

TABLE II
CONCRETE MIXES
Complies with table 19A-A3 of C.B.C. Title 24

Sacks of Cement Concrete Type	Maximum Size of Aggregate	Minimum 94 lbs. per Cubic yard. of Concrete	Maximum Gallons Water per 94 lbs. Sack of Cement
3000 psi	3/8"	6.75	5.8
	3/4"	5.75	7.3
	1"	5.50	7.3
	1-1/2"	5.25	7.3
2500 psi	3/4"	5.50	7.6
	1"	5.25	7.6
	1-1/2"	5.50	7.6
4000 psi	1"	6.00	5.66

- c. Minimum Cement Content: The minimum cement contents indicated above may be reduced by a maximum of 0.25 sacks per cubic yard, subject to the approval of the Engineer, if the resulting mix design can be substantiated by:
- (1) The recent experience of the laboratory with the materials and facilities of the manufacturer, and
 - (2) Documented test results of trial batching or of the use of the specific mix on prior work.
- d. Admixture: The admixture shall not be used to replace cement. Vapor and Water proofing admixture shall be added in quantities as approved by admixture manufacturer and shall be inspected by manufacturer's representative at the batch

plant. Contact SPG at 310-650-4263 for Vapor and Moisture admixture inspection.

- e. Slump: The amount of mixing water used (including free moisture carried by the aggregate) shall not exceed the maximum allowed in Table III. In addition, the amount used shall be the minimum necessary to produce the following maximum allowable slumps but, in no case shall the water/cement ratio exceed .5:
- | | |
|---------------------------|------------|
| Concrete foundations..... | 4" maximum |
| All other concrete | 5" maximum |

The slump test shall conform to ASTM C-143.

- f. Aggregate Size:
- | | Max. | Aggregate Size |
|------------------------|--------------------------|----------------|
| • Type of Work | | |
| • Joists or walls | Less than 5" wide | 3/4" |
| • Beams or walls | 5" to less than 8" wide, | |
| • slabs above grade | Less than 6" thick, | |
| • floor slabs on grade | 1" | |
| • All other concrete | 1-1/2" | |

- g. Fly Ash may be added but not more than 15% by weight of Fly Ash shall be substituted for ASTM C150 Portland Cement.

3.02 PROPORTIONING OF GROUT AND DRYPACK (Handmixed)

- a. Grout: Shall be composed of one (1) volume of portland cement and three (3) volumes of fine aggregate and only enough water to make the mixture flow under its own weight.
- b. Drypack: Shall be composed as for grout except that only enough water shall be added to set the mixture (no free water and no slump). Drypack will be tamped into place.
- c. Do not use grout or drypack that has been mixed longer than thirty (30) minutes.

3.03 GROUT (Manufactured)

Manufactured grout shall be used at all 'blocked-out' and embedded steel or aluminum items and as shown on structural drawings.

3.04 FORMS

- a. General Construction Requirements: Forms shall be constructed of wood built true to line and grade, mortar tight, and sufficiently rigid to prevent excessive deflection between supports. The arrangement and construction shall be subject to the approval of the Engineer, but responsibility for adequacy of the forms shall rest with The Contractor. Forms shall be arranged so as to properly receive and engage other construction and all anchorage sleeves, inserts, bolts, conduit, or other devices shall be installed prior to the placing of concrete.
- b. Forms for Exposed Concrete: All exposed concrete shall be formed with 5/8" (minimum) Douglas Fir "Plyform" placed with the grain of the outer plys in the direction of their span. Form construction shall insure that the concrete surfaces will conform to the tolerances of "Recommended practices for Concrete Form Work" (A.C.I. 347). The supporting studs or joists shall be spaced not more than twelve inches (12") center to center. The surfaces of the forms shall be smooth and free

from irregularities. Wall form panels shall be placed with their long dimension horizontal and so as to form continuous horizontal joints. All exposed sharp corners shall be formed with 3/4" chamfers or fillets.

- c. Form Ties or Bolts: Shall be used to fasten the forms. They shall be of sufficient strength and number to prevent spreading of the forms. They shall be of such type that they can be entirely removed or cut back one inch (1") or more from the finished concrete surface. Wire ties will not be permitted.
- d. Form Coating: Forms shall be coated with form release applied shortly before the concrete is placed but prior to placing the reinforcement.
- e. Cleaning: All dirt, chips, sawdust, nails and other foreign matter shall be completely removed from the forms before concrete is placed. Forms previously used shall be thoroughly cleaned of all dirt, mortar and other foreign matter before being reused.
- f. Removal: The forms shall not be removed until the concrete has sufficiently hardened to permit their removal with safety, but in no case in less time than as follows:

Columns, Walls, Vertical Forms	24 hours
Slabs.....	7 days
Joists, Beams and Girders.....	14 days

All removal shall be accomplished in such a manner as to prevent injury to the concrete. Comply with T24, Sec. 1906A.2.

- g. Foundation Concrete: Shall be placed directly into neat excavations provided the trench walls are stable as determined by the Architect or Structural Engineer subject to approval of the Division of the State Architect. In such cases, the minimum formwork shown on the structural drawings is mandatory to insure clean excavations immediately prior to and during the placing of concrete.

3.05 CRUSHER FINE FILL

Fill Under Interior Floor Slabs: Place vapor barrier over crusher fines. Apply two inches (2") of crusher fines fill subgrade, grade smooth and level and roll to smooth, even surface. Crusher fines shall spread and compacted while damp. At the time of concrete placement, the crusher fines layer should be dry to damp, compacted and smooth. Do not spray crusher fines prior to placement of concrete. Exterior concrete slabs will not require this fill except where indicated on the drawings.

3.06 EMBEDDED ITEMS

- a. The Contractor shall cooperate with all tradesmen to insure that all conduit, anchor bolts, sleeves, inserts, hangers, etc. are properly installed and secured in correct position. All embedded items shall be thoroughly clean and free from rust, scale, oil or other foreign matter. All embedded items, including bolts, shall be securely held in their final positions by means of wood templates *before* any concrete is poured.
- b. Pipes, other than electrical conduit, shall not be embedded in structural concrete. Conduit shall be located within the middle half of the slab and its outside diameter shall not be greater than one third (1/3) of the slab thickness.
- c. The Contractor shall properly form all reglets and rebates required in the concrete to receive flashings, frames and other equipment. Dimensions and details shall be obtained from the equipment to be provided for.

3.07 MIXING

Transit Mixed Concrete: Shall be mixed and delivered in accordance with the requirements of T24, Section 1905A. Transit mixed concrete shall not be delivered to the work with the total specified amount of water incorporated therein. Two and one-half (2-1/2) gallons of water per cubic yard shall be withheld but may be incorporated in the mix under the supervision of the project Inspector. Transit mixed concrete shall be mixed for a period of not less than ten (10) minutes at a peripheral drum speed of approximately two hundred (200) feet per minute and mixing shall be continued until discharge is complete. Concrete will be rejected if not discharged within one and one-half (1-1/2) hours during normal weather or forty-five (45) minutes during hot weather after the addition of cement to the aggregates. The manufacturer of the transit mixed concrete shall furnish with each mixer truck a certificate stating the quantity of cement water, fine aggregate, coarse aggregate and admixture (if used) in each batch delivered to the job.

3.08 PLACING

- a. General: Concrete shall be used while fresh and before it has taken an initial set. Retempering partially hardened concrete with additional water will not be permitted. Concrete shall be placed in horizontal layers of such thickness that can be satisfactorily consolidated with vibrators. The concrete shall be placed as nearly as possible in its final position and the use of vibrators for extensive shifting of fresh concrete shall not be permitted. Fresh concrete shall not be permitted to fall more than six feet (6'-0") without the use of adjustable length pipes of "elephant trunks". The use of chutes in conveying concrete will not be permitted except with the Structural Engineer's approval and only if segregation does not occur and concrete of proper consistency flows freely. Once concreting is started, it shall be carried on as a continuous operation at such a rate that the concreting surface is at all times plastic and flows readily until the section is completed between predetermined construction joints.
- b. Compacting: All concrete, including slabs, shall be thoroughly compacted by means of high frequency internal vibrators. The vibrators shall not be attached to or held against the forms or reinforcing.
- c. Concrete Slab Construction Joints: Per T24, Sec. 1906A.4.
 - (1) All vertical members, such as walls and columns, shall be poured at least two (2) hours before horizontal members are poured therein to permit the concrete in the vertical members to take its initial settlement.
 - (2) After the pour has been completed to the construction joint and the concrete has hardened, the entire surface of the joint shall be thoroughly cleaned of surface laitance.
 - (3) A modified mix of concrete as hereinbefore specified with fifty percent (50%) of the coarse aggregate omitted may be deposited on horizontal construction joints before proceeding with the regular specified mix. This same modified mix may be used where conditions make puddling difficult or where reinforcing is congested.
 - (4) The location of construction joints shall be as shown on the plans or as approved by the Structural Engineer and the Architect. All construction joints shall be keyed.

- (5) Maximum spacing shall be 20 feet on center for sidewalks, 20 feet on center for curbs and gutters, 10 feet on center for mow strips, 20 feet on center for retaining walls.
- d. Concrete Slab Expansion Joints:
 - (1) Expansion joints shall be placed around all steel columns, buttresses, etc. to relieve restriction of movement.
 - (2) Expansion joints shall be placed at sidewalks/concrete paving spaced at 20' o.c. max.
 - (3) Expansion joints shall be placed at sidewalks used to separate buildings. Place parallel with walk on one side min.
 - (4) Expansion joints shall be placed at curbs/gutters and V-gutters spaced at 20' o.c. max.
 - (5) Expansion joints shall be placed at mow-strips, spaced at 10' o.c. max.
 - (6) Expansion joints shall be placed at all change of directions in concrete slabs, walls, sidewalks, curbs, etc., typical unless noted otherwise.
- e. Concrete Slab Control Joints:
 - (1) Joints in concrete slabs on grade shall be spaced a maximum of 15'-0" o.c. for interior reinforced slabs and 4'-0" o.c. for exterior non-reinforced & reinforced concrete slabs. Joints shall be located where shown on plans.
 - (2) Saw-cut control joints shall be cut within three (3) hours of finishing slab as indicated on plans. All control joints shall be tooled to a round edge. No hard edges shall be permitted.
 - (3) Control joints 20' or shorter in length may be done with zip strips, only if strip can be installed in straight line.
- f. Cold Weather Requirements: Concrete shall not be placed on frozen ground, nor shall it be mixed or placed when atmospheric temperature is below 35 degrees F., unless means are employed to heat the aggregates and water so the concrete shall have a minimum temperature of 50 degrees F. The concrete shall then be protected from freezing or frost for a period of five (5) days after placing by a means acceptable to the Structural Engineer and the Division of the State Architect. Calcium Chloride shall not be added to the mix.
- g. Hot Weather Requirements: The maximum placing temperature of concrete, when deposited, shall be 90 degrees F. Concrete (excepting foundations) shall not be placed when the maximum air temperature is expected to exceed 100 degrees F. on the day of placement unless specifically approved by the Structural Engineer. Such approval may require any or all of the following precautions:
 - (1) Provide shade for slabs to be finished after 11:00 a.m.
 - (2) Store all materials and equipment in the shade.
 - (3) Take special care to obtain the coolest mixing water available. Note that the use of ice may be required in order that the maximum temperature of the mix at the time of depositing does not exceed 90 degrees F.

- (4) Forms to receive concrete shall be kept cool by sprinkling until the pour has started.
- (5) A fog spray of water shall be used to keep concrete surfaces moist during the finishing operation and until curing is commenced.
- (6) The use of an approved water reducing retarder (admixture).

3.09 CONCRETE FINISH AND LOCATION

- a. Abrasive Aggregate Finish: Shall be located on exposed finish concrete ramps, and landings.
- b. Steel troweled Finish: Shall be located on areas to receive resilient flooring.
- c. Hard, Trowel-Burnished Finish: Shall be located in exposed concrete maintenance rooms only.
- d. Rock Salt Finish: Shall be located on exposed finish concrete steps and where indicated on drawings.
- e. White Pigmented Curing Compound*: Shall be applied to all exterior concrete slabs/walks/curbs/gutters, etc., verify applications of clear or white with Architect.
- f. Clear Curing Compound*: Shall be applied to all exterior concrete slabs/walks/curbs/gutters, etc., verify application of clear or white with Architect.
- g. Broomed Concrete Finish: shall medium on all surfaces less than 6% slope and heavy broom finish or all surfaces greater than 6% slope.

3.10 FORMED SURFACES

- a. After form removal, all fins and ridges shall be removed from the concrete surfaces. All exterior form bolts shall be removed to a depth of at least one-inch (1") below the surface of the concrete. Voids and holes left by removal of form ties shall be cleaned and filled with mortar. Mortar shall consist of one (1) part by volume of cement to two (2) parts of sand. Rock pockets shall be chipped out down to sound material and filled with mortar.
- b. Architectural concrete or concrete surfaces to be left permanently exposed shall be patched as mentioned above and then honed smooth, rubbed and sacked. Coat areas completely with grout, wood float, let set and then rub with burlap.

3.11 TOOLING AND MARKINGS (EXTERIOR)

- a. General: All exposed flat work shall be tooled as indicated on drawings, or as otherwise specified, with additional markings as required where structures and/or items penetrate through slab. Tooling to be uniform, straight, and minimum 1/8" wide x 1-1/4" deep.
- b. Planter walls, curbs, etc. shall have chamfer joints, tool markings, etc., as directed, to control cracking. Markings, etc., shall be continuous across tops and down backs.

*Clear or white curing compounds shall not be applied to curbs or slabs, which are to receive paint or striping.

3.12 CONCRETE FINISHING GENERAL REQUIREMENTS

- a. Workmanship: Employ only skilled workmen, experienced in their respective trades and work. All work performed in a first class workmanlike manner, subject to approval of Architect, or project Inspector
- b. Markings: Notify Architect in sufficient time prior to completion of setting forms for exterior flat work to permit on-site review of proposed control, construction and expansion joint locations.
- c. Finishing Samples: Prepare three- (3) foot square flatwork samples of the following finishes (where indicated for use on this job) for Owner's approval:
 - Rock salt finish Broom finish (medium)
 - Abrasive aggregate finish

Samples of finished surfaces shall be made and submitted to the Architect for approval not less than (10) days prior to installing concrete work. Samples to remain intact for comparison until flat work completed.
- d. Finishing: Concrete shall be allowed to stand long enough to evaporate excess surface water, but not until initial set takes place. Surfaces to receive ceramic tile to be broomed. Other surfaces wood floated to a true, level surface and then hand troweled to a smooth surface, free from imperfections. Finish surfaces shall not deviate more than one-eighth inch (1/8") from a ten-foot straight edge laid in any direction. Exposed concrete wearing surfaces troweled, additionally, to a hard polished finish. Unless otherwise directed, brooming, if selected, to be performed at right angles to slope. Follow slopes and lines as indicated.
- e. Curing:
 - 1. All newly placed concrete shall be kept moist until application of permanent curing.
 - 2. Slabs poured in hot or dry weather shall have a fog spray applied to them commencing during the troweling and they shall be kept wet until the placement of permanent curing, which shall be done immediately after final troweling.
 - 3. All concrete shall be permanently cured by one of the following methods:
 - (a) Sealer/Hardener/Curing compound spray-applied per manufacturer's recommendations.
 - (b) Pigmented curing compound spray-applied per manufacturer's recommendations.
 - (c) Clear curing compound spray-applied per manufacturer's recommendations.

3.13 CLEAN UP

- 1. Upon completion of all other work in the building, all interior and exterior finished concrete surfaces shall be swept clean and all mortar, plaster, paint, oil and stains removed therefrom.
- 2. The Contractor shall remove from the premises all surplus material, equipment and debris which are the result of his operations.

END OF SECTION
10/19/2023

REINFORCING STEEL

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 SCOPE OF WORK**

The work of this section shall include the furnishing of all labor, materials and equipment required to complete the reinforcing steelwork as indicated on the drawings and as specified herein.

1.02 WORK INCLUDED (But not limited to the following items)

- a. Furnish, bend and install reinforcing steel for all concrete work.
- b. Accessories for all reinforcing work.
- c. Clean up work related to this Section.

1.03 RELATED WORK

- a. Placing concrete is specified in Section 03 10 00.

1.04 TESTS AND INSPECTIONS

- a. Refer to Section 01 45 00, "Quality Control", requirements.
- b. The Owner shall engage a testing laboratory to perform material evaluation tests.
- c. No materials of this section shall be placed into the work until sampling, testing and certifications have been approved by the Architect or Structural Engineer.
- d. No work of this section shall be covered or concealed until inspected by the Engineer, his authorized representative or the Owner's Inspector.
- e. Where samples are taken from bundles as delivered from the mill, with the bundles identified as to heat number, and provided mill analyses accompany the report, then one tensile test and one bend test will be made from a specimen of each 10 tons or fraction thereof of each size of reinforcement steel.
- f. Where positive identification of the heat number cannot be made, or where random samples are taken, then one series of tests will be made from each 2-1/2 tons or fraction thereof of each size of reinforcement steel.

PART 2 PRODUCTS**2.01 MATERIALS**

- a. Reinforcing Bars:
 - (1) #3 and smaller - ASTM A615, Grade 40.
 - (2) Larger than #3 - ASTM A615, Grade 60, unless noted otherwise.
 - (3) Welded Rebar: ASTM A706, Grade 60.
 - (4) Spiral Rebar: ASTM A-82, cold drawn bars. Reinforcement shall comply with C.B.C. Section 1910 A.2.
- b. Smooth Dowels: Shall conform to ASTM A-615, Grade 60. 1/2" diameter and smaller bars shall be Grade 40.
- c. Reinforcing Wire: Shall be cold drawn steel wire conforming to ASTM A-82.
- d. All reinforcing shall be new, clean, free from oil, dirt, loose mill scale, excessive rust, mortar, or other coatings that would destroy or reduce the bond.

PART 3 EXECUTION

3.01 CLEANING

Before use, reinforcement shall be cleaned so as to be free of mortar, oil, dirt, loose mill scale and loose rust or other coatings that would destroy or reduce the bond.

3.02 BENDING

- a. Minimum bend diameters shall conform to ACI 318-19.
- b. Bars shall be bent cold.
- c. Measure bend diameters on the inside of the bar.

MINIMUM DIAMETER OF BENDS

<u>Bar size</u>	<u>Min. Diameter</u>
Nos. 3 through 8	6 bar diameter
Nos. 9 through 11	8 bar diameter
Nos. 14 & 18	24 bar diameter
Stirrups or ties	
Nos. 5 or smaller	4 bar diameter

3.03 PLACING

Reinforcing shall be accurately placed in accordance with the drawings and meeting CRSI and shall be securely tied in position with at least No. 16 gage annealed wire at all bar intersections. Metal chairs and bolsters (at 32" o.c. each way max.) shall be used to hold all steel above the form bottoms at the proper distance. Metal spacers shall be used to secure the proper spacing of the steel. Precast concrete dobies (at 48" o.c. max.) shall be used to support reinforcing steel off the ground in footings and off the soffit of concrete exposed to weather. The

clear distance between parallel bars shall not be less than 1-1/2 times the bar diameter, but in no case less than 1-1/2" nor less than 1-1/3 times the maximum size of coarse aggregate.

3.04 SPLICING

Splicing shall not be permitted without the approval of the Structural Engineer unless detailed on Structural Drawings. Splices shall be made with a lap of at least Class "C" unless noted otherwise. The bars shall be placed in contact and wired together in such a manner as to maintain a clearance of not less than the minimum clear distance to the other bars and to the surface of the concrete. In general, stagger splices at least 4'-0". Splice wire mesh with a lap of at least the dimension of one mesh + 2". Welded splices shall be in accordance with CBC Title 24, 1903 A.8.

3.05 TOLERANCES

Reinforcement shall be placed in specified positions meeting CRSI requirements, but not less than the following tolerances:

- a. Depth: + 1/4" for members 24" or less in depth.
- b. Depth: $\pm 1/2$ " for members greater than 24" in depth.
- c. Length: ± 1 ".

3.06 WELDED REINFORCING

- a. All welding of rebar shall conform with American Welding Society specifications AWS D1.4-11, latest edition as modified by CBC Standard No.19-1.
- b. If mill test reports are not available, chemical analysis shall be made of bars, representative of the bars to be welded. Bars conforming to ASTM A-706-89 may be assumed to have a C.E. = 0.55. Bars with a C.E. above 0.75 shall not be welded. Welding shall not be done on or within 2 bar diameters of any bent portion of a bar which has been bent cold. Welding of crossing bars shall not be permitted for assembly of reinforcement, unless authorized by the Structural Engineer and approved by the Division of the State Architect.

3.07 CLEAN UP

The contractor shall remove from the site all surplus material, equipment and debris which are the results of his operations.

END OF SECTION
10/19/2023

SHEET METAL

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

The work of this section shall include all fabrication, labor, material, appliances and transportation required to complete the work indicated on the drawings and/or specified hereunder.

1.02 WORK INCLUDED

- a. All galvanized sheet metal work, such as flashing

1.03 SUBSTITUTIONS

See Div.00.

1.04 WORKMANSHIP

- a. Only skilled workmen experienced in their respective trades and work shall be employed. All work shall be performed in a first class workmanlike manner and shall be subject to the approval of the Architect or his representative. The contractor shall report to the Architect any improper or defective surfaces and shall not commence work until defective surfaces are corrected.

1.05 COOPERATION

Sheet metal men, and other trades, shall cooperate to obtain a completely watertight and perfect job. In the event of a dispute as to the responsibility of any defect, which might develop, the decision of the Architect shall be final and binding on all parties. The contractor shall consult the various tradesmen whose work adjoins his work, and he shall be responsible for the proper alignment and working of all the various details. The Sheet Metal Sub-contractor shall cooperate with contractor to ensure a watertight installation of all flashing and other sheet metal work furnished under this section to ensure issuance of manufacturer and contractor guarantees and warranties.

PART 2 PRODUCTS

2.01 GALVANIZED SHEET STEEL

Galvanized sheet steel shall be as manufactured by BMG Metals, Inc. Cal Strip Industries or approved equal, in quality and utility. All material shall be 24-gauge minimum or called for in the Specifications. All material shall be copper bearing and heavily galvanized. Sheet metal shall be 1.25 oz./sq. ft., hot dipped galvanized coating conforming to standards as set forth in ASTM A-653/653M Equals: Galvanized sheet steel conforming to ASTM A-653/653 M G90 or better hot dipped galvanized coating.

2.02 SOLDER

Solder shall be lead free.

2.03 NAILS

Nails shall be galvanized and selected for their intended use.

2.04 SCREWS

Screws shall be cadmium plated oval head sheet metal screws.

2.05 WASHERS

Washers shall be 4# lead washer 1" diameter.

2.06 RIVETS

Rivets shall be soft annealed non-corrosion metal.

2.07 MASTIC

No. 204 Henry's Plastic Roof Cement.

PART 3 EXECUTION

3.01 PRACTICE

Procedures and methods recommended by "National Association of Sheet Metal Contractors" shall be followed insofar as they do not conflict with the requirements of the Uniform Building Code Standards and Title 24, Part 2 C.B.C. 1997 edition. Work shall be accurately formed to sizes, shapes and dimensions indicated and detailed; with all angles and lines in true alignment, straight sharp, erected plumb, level and in proper plane without bulges or waves. Pipe or flange intersections to accurately fit and solder together.

3.02 MEASUREMENTS

The Contractor shall take measurements at the building site and verify the dimensions indicated on the drawings.

3.03 ACCURACY AND TOLERANCE

All sheet metal work shall be accurately worked to shape and sizes indicated on the drawings and/or as required by the Architect. The allowable tolerance on detailed sheet metal work shall not exceed 1/16" in ten feet (10'-0")

3.04 COMPLETENESS

The Contractor shall form, fabricate and erect all sheet metal work to perform satisfactorily and to be watertight and weather tight.

3.05 EXPOSED EDGES

All exposed edges shall be turned back and hemmed 1/2" wide.

3.06 EXPANSION AND CONTRACTION

Provisions shall be made in all cases for expansion and contraction.

3.07 NAILS

All nails in connection with galvanized sheet metal shall be galvanized.

3.08 FLASHING AND COUNTERFLASHING

24 gauge galvanized iron in lengths in general of ten feet (10'-0") with no longitudinal joints. The joints in flashing and counter flashing generally shall not be soldered but shall be set in mastic so that expansion and contraction may occur without buckling. Wall type counter flashing over mopped or composition roofing at walls shall be removable counter flashing except roof flashing specified under individual roofing section of the Specifications. Internal and external angle returns shall be one piece extending twelve inches (12") each way from the corner.

3.09 MISCELLANEOUS

The contractor is referred to plans and detail drawings for all miscellaneous sheet metal work not specifically called for in these specifications, but shown and detailed, and he shall furnish and install same. The contractor shall flash vent pipes and provide and install co-related vents and ductwork in cooperation with other trades as specified in other sections of these Specifications.

END OF SECTION
10/19/2023

CAULKINGS AND SEALANTS

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 SCOPE OF WORK**

- a. The work of this Section includes caulking and sealing all joints where shown on the drawings and elsewhere as required to provide a positive barrier against passage of moisture.
- b. Related work described elsewhere: Adhere strictly to the caulking and sealant details shown on the drawings.

1.02 WORK INCLUDED (But not limited to the following):

- a. Caulking as specified hereafter except for those items specifically mentioned under another section.
- b. Caulking of all exterior cracks, and joints in, metal, flashing, to provide a watertight and weatherproof seal.
- c. Polyurethane sealants in conjunction with expansion joints.
- d. Joint filler material.
- e. Backing rod materials.
- f. Surface preparation and priming.
- g. Mixing.
- h. Application and curing.

1.03 RELATED WORK

- a. Flashing and Sheet Metal:

1.04 REFERENCES

- a. ASTM C-920: Recommended Practices for Use of Elastomeric Joint Sealants.
- b. ASTM C-804: Recommended Practice for Use of Solvent-Release Type Sealants.
- c. ASTM D-1056: Flexible Cellular Materials - Sponge or Expanded Rubber.
- d. ASTM D-1565: Flexible Cellular Materials - Vinyl Chloride Polymers and Copolymers (Open Cell Foam).
- e. FS TT-S-227: Sealing Compounds, Polyurethane Base, Multi Component, Chemically Curing.
- f. FS TT-S-230: Sealing compounds synthetic - rubber base, single component, chemically curing.

1.05 GUARANTEE

Contractor shall guarantee to maintain all caulking in a watertight condition for a period of two (2) years and remove and replace sealants, which fail due to a loss of adhesion or cohesion or incomplete cure, bubbling, etc.

1.06 SUBMITTALS

- a. Manufacturer's Data: Submit the following for review by the Architect, per Section 01301:
 - 1. A complete materials list showing all items proposed to be furnished and installed under this Section.
 - 2. Sufficient data to demonstrate that all such materials meet or exceed the specified requirements.
 - 3. Specifications, installation instructions, and general recommendations from the materials manufacturers showing procedures under which it is proposed that the materials be installed.

1.07 PRODUCT HANDLING

- a. Delivery and Storage: Deliver all materials of this Section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers. Do not retain on the job site any material which has exceeded the shelf life recommended by its manufacturer.
- b. Protection: Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.
- c. Replacements: In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of the Architect and at no additional cost to the Owner.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- a. Sika Corporation
- b. Tremco Commercial Sealants
- c. BASF Corporation
- d. Georgia Pacific Company
- e. P.P.G. Industries
- f. Approved Equals

2.02 SEALANTS

- a. Provide the following materials manufactured by Products Research & Chemical Corporation, or equals approved by the Architect, where indicated and where otherwise required for a complete and proper installation:

	<u>Material</u>	<u>Location of Use</u>
1.	Sikaflex 150 Vulkem Dymonic 100 Masterseal NP 100	Throughout the Work, except where other sealant is specified, where anticipated joint movement will be 50% or less;
2.	Sikaflex 1a Vulkem 116 Masterseal NP 1	Throughout the Work, except where other sealant is specified, where anticipated joint movement will be 25% or less;
3.	Sikaflex 2cSL Sonneborne MP2 Vulkem 445 SSL Masterseal SL1/2	Horizontal joints exposed to pedestrian and vehicular traffic, and all joints subject to immersion

4. Sikaflex 150 Vertical and horizontal joints subject to extreme movement.
Masterseal NP100
Spectrem 800
5. Polyethylene backer rod where required to prevent 3-point adhesion.
 - a. For other services, provide products especially formulated for the proposed use and approved by the Architect.
 - b. Colors:
 1. Colors for each sealant installation will be selected by the Architect from standard colors normally available from the specified manufacturer.
 2. Should such standard color not be available from the approved manufacturer except at additional charge, provide such colors at no additional cost to the Owner.
 3. In concealed installations, and in partially or fully exposed installations where so approved by the Architect, use standard gray or black sealant.

2.03 PRIMERS

Use only those primers, which have been tested for durability on the surfaces to be sealed and are specifically recommended for this installation by the manufacturer of the sealant used.

2.04 BACKUP MATERIALS

Use only those backup materials which are specifically recommended for this installation by the manufacturer of the sealant used, and which are nonabsorbent and nonstaining.

2.05 BOND PREVENTIVE MATERIALS

Use only one of the following as best suited for the application and as recommended by the manufacturer of the sealant used.

- a. Polyethylene tape, pressure sensitive adhesive, with the adhesive required only to hold tape to the construction materials as indicated.
- b. Aluminum foil conforming to MIL-SPEC-MIL-A-148E.
- c. Wax paper conforming to Fed. Spec. UU-P-270.

2.06 MASKING TAPE

For masking around joints, provide masking tape conforming to Fed. Spec. UU-T-106c.

2.07 OTHER MATERIALS

All other materials, not specifically described, but required for complete and proper caulking and installation of sealants, shall be first quality of their respective kinds, new, and as selected by the Contractor subject to the review by the Architect.

PART 3 EXECUTION**3.01 INSPECTION**

Examine the areas and conditions under which work of this section will be performed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

3.02 QUALITY ASSURANCE

- a. **Qualifications of Manufacturers:** Products used in the work of this section shall be produced by manufacturers regularly engaged in manufacture of similar items with a history of successful production acceptable to the Architect.
- b. **Qualifications of Installers:**
 - 1. Proper caulking and proper installation of sealants require that installers be thoroughly trained and experienced in the necessary skills and thoroughly familiar with the specified requirements.
 - 2. For caulking and installation of sealants throughout the work, use only personnel who have been specifically trained in such procedures and who are completely familiar with the joint details shown on the drawings and the installation requirements called for in this section.

3.03 PRODUCT HANDLING

- a. **Delivery and Storage:** Deliver all materials of this section to the job site in the original unopened containers with all labels intact and legible at time of use. Store only under conditions recommended by the manufacturers. Do not retain on the job site any material which has exceeded the shelf life recommended by its manufacturer.
- b. **Protection:** Use all means necessary to protect the materials of this section before, during, and after installation and to protect the work and materials of all other trades.
- c. **Replacements:** In the event of damage, immediately make all repairs and replacements necessary to the satisfaction of the Architect and at no additional cost to the Owner.

3.04 PREPARATION

- a. All surfaces in contact with sealant shall be dry, sound, and well brushed and wiped free from dust.
- b. Use solvent to remove oil and grease, wiping the surfaces with clean rags.
- c. Where surfaces have been treated, remove the surface treatment by sandblasting or wire brushing
- d. Remove all laitance and mortar from joint cavities.
- e. Where joint filler is required, insert the approved backup material in the joint cavity to the depth required to provide required width/depth ratio.

3.05 INSTALLATION OF BACKUP MATERIAL

Use only joint filler material recommended by the manufacturer of the sealant and reviewed by the Architect for the particular installation, compressing the backup material 25% to 50% to secure a positive and secure fit. When using backup of tube or rod stock, avoid lengthwise stretching of the material. Do not twist or braid hose or rod backup stock. Use semi rigid filler material with minimum shore hardness of at least 80 for control joint filler, type.

3.06 PRIMING

Use only the primer recommended by the manufacturer of the sealant and reviewed by the Architect for the particular installation. Apply the primer in strict accordance with the manufacturer's recommendations as reviewed by the Architect.

3.07 BOND BREAKER INSTALLATION

Install a bond breaker where recommended by the manufacturer of the sealant and where directed by the Architect, adhering strictly to the installation recommendations as reviewed by the Architect.

3.08 INSTALLATION OF SEALANTS

- a. Prior to start of installation in each joint, verify the joint type and verify that the required proportion of width of joint to depth of joint has been secured.
- b. Equipment: Apply sealant under pressure with hand or power-actuated gun or other appropriate means. Guns shall have nozzle of proper size and shall provide sufficient pressure to completely fill joints as designed.
- c. Masking: Thoroughly and completely mask all joints where the appearance of sealant on adjacent surfaces would be objectionable.
- d. Installation of Sealant: Install the sealant in strict accordance with the manufacturer's recommendations as reviewed by the Architect, thoroughly filling all joints to the recommended depth, typically flush with surface.
- e. Tooling: Tool all joints to the profile shown or as directed by Architect.
- f. Cleaning Up:
 1. Remove masking tape immediately after joints have been tooled.
 2. Clean adjacent surfaces free from sealant as the installation progresses. Use solvent or cleaning agent as recommended by the sealant manufacturer.
- g. Provide temporary protection/cover for caulking/sealant as required to prevent debris from becoming fouled in material.

END OF SECTION
06/27/2012

PAINTING

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 SCOPE OF WORK**

The work of this Section shall include all labor, material, scaffolding, equipment and appliances necessary to complete the work indicated on the drawings and/or specified hereunder.

1.02 WORK INCLUDED

- a. Preparation, sanding, scraping, putty work and cleaning of all woodwork and/or metal work to be painted.
- b. Painting, staining, or natural finishing of all exterior woodwork, trim and millwork.
- c. Painting of all exterior and interior exposed metal work (except aluminum).
- d. Painting of all interior and exterior plaster (not integrally colored).
- e. Backpriming of all wood casework, eave fascias, etc.
- f. Field and touch up painting (except prime coat) of structural steel and miscellaneous iron.
- g. Washing, priming and back priming of all sheet metal work.
- h. Painting of all playcourt markings.
- i. Remodel Work:
 - All New Work - Three (3) coats as specified.
 - Existing Work - Fill holes and cracks and apply two (2) coats (final two (2) coats as specified).

1.03 RELATED WORK

- a. Washing of windows is specified in Section 06 20 00.
- b. Adhesives, sealants, and caulking shall comply with 2022 California Green Building Standards, Code, Section 5.504.41 and Tables 5.504.4.1 Adhesive VOC limit, Coatings and SCAQMD Rule 1168 VOC Limits. Contractor shall submit literature to demonstrate compliance with these regulations prior to beginning installation.

1.04 REGULATION

- a. Adhesives, sealants, and caulking shall comply with 2022 California Green Building Standards Code, Section 2.204.4.1 and Tables 5.504.4.1 Adhesive VOC Content Limits for Architectural Coatings and SCAQMD Rule 1168 VOC Limits. Contractor shall submit literature to demonstrate compliance with these regulations prior to beginning installation.

PART 2 PRODUCTS

2.01 MATERIALS

- a. Inspection and Samples: Painters' materials are to be delivered at the building in their original labeled, unbroken packages and not opened until inspected and marked by the Architect or his representative. This Contractor shall furnish 12" x 12" sample plywood and masonite boards and shall experiment with colors for all surfaces on the job to the full satisfaction of the Architect or his representative. These sample boards shall not be destroyed until all painting is done and final approval is given.
- b. Name, Brands, Makes and Numbers hereafter....
- c. Paint:
 - 1. Akzonobel Mfg of (-Edwards Paints)
 - 2. Benjamin Moore and Co. (Moore)
 - 3. Devoe High Performance Coatings, Glidden Professional Dunn
 - 4. Sherwin-Williams
 - 5. Or approved equal
- d. Semi-Transparent Stain:
 - 1. Akzonobel Mfg of (Devoe High Performance Coatings, Glidden Professional Paints, and Flood wood care products)
 - 2. Benjamin Moore and Co (Moore)
 - 3. Dunn-Edwards
 - 4. Sherwin-Williams
 - 5. Or approved equal
- e. Sealer:
 - 1. Rainguard International Mfg of (Micro seal, Blox-Loc) emulsion/siloxane solution sealer.
 - 2. Thompson's: Sealing of masonry walls
- f. Anti-graffiti coatings: Two component aliphatic urethane polyester based mixture.
 - 1. Dunn-Edwards Corporation.
 - 2. Rainguard International Mfg of Vandal Guard anti graffiti Coating.

2.02 SUBSTITUTIONS

See General Conditions, Section 33, Article 19

PART 3 EXECUTION

3.01 GENERAL REQUIREMENTS

- a. Workmanship: Only skilled workmen experienced in their respective trades and work shall be employed. All work shall be performed in a first class workmanlike manner and shall be subject to the approval of the Architect or his representative.

- (1) All finishes shall meet the basic standards of practice, which are satisfactory to the Architect. Each coat shall be of the proper consistency and the mixing, thinning, preparation of surfaces and application in strict accordance with paint manufacturers specifications and/or instructions. Each coat of paint finish shall be well brushed out or flowed on, to obtain a uniform and even finish free of brush marks, runs, sags, crawls, dust, pimples, encrusted brush bristles, holidays and any variance in finish (color, shade, sheen or matt) or other blemishes to the finished surfaces.
 - (2) It is the responsibility of the Contractor for inspection of all surfaces, prior to application of any paint. If the manufacturer's representative or the Contractor consider any surface unsuitable for proper application and/or proper performance of the paint, the manufacturer's representative and the Contractor shall immediately notify the Architect in writing. Materials shall not be applied until such unsuitable surfaces or conditions have been made satisfactory. The manufacturer's representative or the Contractor shall furnish to the Architect a letter certifying that all surfaces were inspected and approved as above specified and that all materials furnished were as specified. The contractor shall furnish to the Architect a letter certifying that all materials used were as specified.
- b. Approvals: An approval for all brands of materials not mentioned in the following list shall be obtained in writing from the Architect before incorporation into the work. Before any paint has been delivered to the site, the Contractor shall submit four (4) lists of materials, which the Contractor proposes to use to the Architect for his review and approval. No deviation from the approved list will be allowed without written permission. Approved List-Glidden Professional Paints, Fuller O'Brien, Benjamin Moore, Dunn-Edwards, Pittsburgh Paints or approved equal. Requests for substitutions shall be accompanied by test reports from a commercial testing laboratory showing equality in weathering, hardness, washability, gloss and color retention, flow, hiding, flexibility, non-yellowing and general original appearance. These tests shall be conducted according to procedures set forth in Federal Specification TTL-P-141 of American Society of Testing Materials Specification.
 - c. Storage: All materials shall be stored and mixed only in such rooms as will be designated for that purpose by the Architect or his representative and such space shall be kept clean. The floor shall be covered with "Sisal Kraft" paper with joints lapped at least six inches (6"). All necessary precautions shall be taken to prevent fire and all oily rags shall be hung out flat and singly in the open air.
 - d. Manufacturer's Recommendations: The specifications and instructions of the paint manufacturer shall be carefully followed, especially regarding mixing, thinning, application, and preparation of surface.
 - e. Preparation of Surfaces: The Painter, before proceeding with his work must see that the carpenter has set all nails in finish, removed all bruises, stains, etc., where same show through finish. Scrape and sandpaper entire woodwork and remove finish hardware and see that the entire woodwork is in good condition before painting. **THE PAINTING CONTRACTOR SHALL BE RESPONSIBLE FOR INSPECTING THE WORK OF OTHERS PRIOR TO THE APPLICATION OF ANY PAINT OR FINISHING MATERIAL. IF ANY SURFACE TO BE FINISHED CANNOT BE PUT IN PROPER CONDITION FOR FINISHING BY CUSTOMARY CLEANING, SANDING AND PUTTYING OPERATIONS, THE PAINTING CONTRACTOR SHALL NOTIFY THE GENERAL CONTRACTOR, ARCHITECT OR OWNER IN WRITING,**

OR ASSUME RESPONSIBILITY FOR RECTIFYING ANY UNSATISFACTORY FINISH RESULTING. All interior woodwork shall be thoroughly hand sandpapered and dusted thoroughly with air and dry brush. All nail holes, cracks and defects shall be carefully puttied and in stained work shall match the color of the stain. In natural finish, it shall match the color of the wood.

- f. Knots and Pitch Pockets: Interior woodwork to receive shellac over all knots and sap pockets. Pitch pockets cut out by the carpenters and then spackled and shellacked.
- g. Condition of Surfaces: Paint, enamel, stain, or varnish shall not be applied to wet, damp, dusty, greasy, fingermarked, rough, unfinished or defective surfaces. Application: Latex or vinyl paint shall only be applied when temperatures of surfaces to be painted and surrounding air temperatures are between 50 degrees F and 90 degrees F. Do not paint when the temperature varies widely, which might result in condensation on freshly coated surfaces. Apply solvent thinned paints only when temperature of surfaces to be painted and surrounding air temperatures are between 45 degrees F and 95 degrees F. All Plaster Walls shall have a maximum of 15% moisture content as measured on a standard moisture met. It is the painter's responsibility to verify the moisture content prior to applying paint.
- h. Sanding: All woodwork shall be sandpapered smoother after each and every coat of material, except the last coat, and all surfaces shall be free from dust, dirt or other imperfections.
- i. Priming of Millwork: All millwork must be primed and back-primed on **all** sides immediately on arrival at the job.
- j. Removal and Storage of Hardware: Remove all finish hardware before starting work, carefully labeling same as to its proper location and store carefully during progress of painting work.
- k. Protection: Floors and plumbing fixtures to be kept clean and protected. The dumping of paints, stains, or washes in plumbing fixtures will not be allowed. Great care shall be taken not to injure or spatter paint on adjacent work, which shall be covered and fully protected, but should any paint be spattered for found where not called for, the defective surface shall be cleaned off and the original surface restored.
- l. Rough Plumbing: All exposed plumbing and plumbing fixtures where not enameled shall be painted as specified for metal work.
- m. Inspection by Architect: After each and every coat of paint, sizing, enameling or other application, including sanding and rubbing, the work shall be inspected, passed on, approved and marked by the Architect, his representative or the job inspector before application of the following coats. Notice must be given after all coats and work done without approval of each coat will be rejected and an additional coat applied.
- n. Sample Boards: Furnish sample boards and experiment with colors for the surface on the job to the full satisfaction of the Architect. These sample boards shall not be destroyed until the painting is done and until the final approval of the work.

- o. Colors: The color of every coat of paint, enamel, stain, etc., shall be as selected by the Architect. Every coat of paint shall be a slightly different shade. Current color chip samples shall be furnished to the Architect for color selections.
- p. Turpentine shall be used for thinner and drier only. Thinner shall only be used if approved by the Architect and only if recommended by the manufacturer.
- q. Rejected Materials shall be removed from the site immediately upon notification from the Architect.
- r. Cleaning: From time to time, remove all dirt, debris, waste, rubbish, etc., from the building site. All woodwork, hardware, floors or other adjacent work shall be cleaned. The painter shall protect and keep clean all portions of the work that are not to be painted, stained or varnished and upon completion shall have a neat, clean and workmanlike job. Cleaning includes the removal of all paint spots on glass and brush drags where cut in on sash.
- s. Spraying will be permitted on certain types of work **when approved and directed by the Architect** subject to the following stipulations: "Spraying regulations covering work to be done on this project shall be permitted in areas and on surfaces as covered by the "Standard Agreement" recommended by the California State Contractors Association and agreed to by the International Brotherhood of Painters, Paper Hangers and Decorators of America. Copies of this Agreement are available to all contractors in all major cities of California. Any deviations or exceptions shall be referred to the Joint Committee and their ruling shall be final."
- t. Back Priming: All plaster and wood surfaces that will not be exposed to view shall be painted the same as the first coat of finish specified, except gypsum board.
- u. Multiple colors: Classrooms will have two colors selected for each room. Colors will be designated for the entire wall. There will be no accent strips.
- v. Exterior Painting: Painter shall allow for three (3) color selections, plus the school colors for exterior painting and trim colors.

3.02 SPECIAL REQUIREMENTS

- a. All products listed are those of Dunn-Edwards Paints and are specified solely for the purpose of establishing a quality standard.
- b. EXTERIOR WORK:
 - (1) Play court and Traffic Marking: (Total of 1 coat)

1st coat: Zone Marking Paint (VSZM10) Traffic Marking Paint - 2" wide lines, 3" wide for all accessibility markings (or of width as noted on drawings) Use color equal to Federal Specification 595 B No. 15090 for all accessibility markings. Color as indicated on drawings. **DO NOT APPLY UNLESS ASPHALT IS PROPERLY CURED AND COMPLETELY CLEAN.**

c. **Cleaning and Touch Up:**

(1) Carefully remove all spattering and traces of paint materials from the work of others; from glass, plumbing fixtures and trim, hardware, tile surfaces, floor covering, etc., and make good all damages thereto that may be caused by such materials or cleaning. Likewise, make a detailed inspection of all painting work and touch up or refinish satisfactorily all abraded, stained or otherwise disfigured portions thereof, as required to produce a first-class job.

(2) Upon completion of the work herein before specified, remove all unused materials and implements of service, rubbish and debris resulting from the paint work and leave the entire building and premises, insofar as the work of this section is concerned, neat, clean and as approved by the Architect.

d. **Guarantee:** All work executed under this Section of the Specifications will be free from defects of materials and workmanship for a period of one (1) year from the date of final acceptance of this work.

e. **Extra Stock** - Upon completion of the work of this Section, deliver to the Owner additional stock equaling 1 percent, but not less than a full unopened container of each color, type and gloss of paint used.

END OF SECTION
08/01/2022

SIGNS

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 SCOPE OF WORK**

The work of this Section shall include all labor, materials, appliances, equipment, and transportation in connection with furnishing and installing of all plastic identifying devices, complete, as shown on the drawings and specified herein.

1.02 RELATED WORK

- a. Installation of signs as indicated on drawings
- b. Painted Signage is specified under Section 09 91 00.

PART 2 PRODUCTS**2.01 APPROVED MANUFACTURERS**

- a. ADA Sign Depot, Inc.
- b. Mohawk Sign Systems-Photo Graphic Image Series
- c. Vomar Products, Inc.
- d. ASI Sign Systems

2.02 PRODUCT REQUIREMENTS

- a. All signs shall be single-faced and shall be unframed, for flush mounting. Type style shall be Helvetica Medium. All signs shall have photo-graphic or digital image. Except for Photo-Graphic/Digital Image Series and Exterior accessible site signage all other signs shall be of color selected by Architect from standard manufacturers color palette.
- b. All signs shall meet the following requirements:
 - 1. Contain at least 60% renewable paper resources
 - 2. Contain 3 to 5% pre-consumer recycled content
 - 3. Suppliers must implement SFI standards
 - 4. Certified GREENGUARD® Indoor Air Quality
 - 5. Low emitting and non-toxic materials
 - 6. Contain No-urea-formaldehyde resins
 - 7' No glues or chemical bonding agents
- c. Signs shall be NEMA Class A fire rated "self-extinguishing"
- d. Raised And Braille Characters And Pictorial Symbol Signage: Letters and numerals shall be raised 1/32 in., uppercase, Sans Serif or simple Serif type and shall be accompanied with Grade 2 Braille. Raised characters shall be at least 5/8 in. high but no higher than 2 in. Pictograms shall be accompanied by the equivalent verbal description placed directly below the pictogram. The border dimension of the pictogram shall be 6-in. minimum in height.
- e. Finish and Contrast: characters and their background shall have a non-glare finish. Characters shall contrast with either light characters on dark background of dark characters on a light background. 11B-703.5.1

- f. Character Proportions: characters shall be selected from fonts where the width of the uppercase letter 'O' is 60 percent minimum and 110 percent maximum of the height of the uppercase letter 'I'. 11B-703.2.4.

All letters measured must be uppercase. After choosing a typestyle to test, begin by printing the letters **I**, **X**, and **O** at 1 inch high. Place the template's 1:1 square over the **X** or **O**, whichever is narrower. If the character is not wider than 1 inch, nor narrower than the 3:5 rectangle, the proportions are correct. Use the 1:5 rectangle to determine if the stroke of the **I** is too broad, and the 1:10 rectangle to see if it is too narrow. If all the tests are passed, the typestyle is compliant with proportion code.

- g. Braille shall be contracted (grade 2). Braille dots shall have a domed or rounded shape. Dot base diameter shall be 0.059 (1.5mm) to 0.063 (1.6mm). Distance between two dots in the same cell shall be 0.100 (2.5mm). Distance between corresponding dots in adjacent cells shall be 0.300 (7.6mm). Dot height of 0.025 (0.6mm) to 0.037 (0.9mm). Distance between corresponding dots from one cell directly below is 0.395 (10mm) to 0.400 (10.2mm). Table 11B-703.3.1 braille shall be positioned below the corresponding text in a horizontal format, flush left or centered. If text is multi-lined, braille shall be placed below. The entire text. Braille shall be separated 3/8 inch (9.5mm) minimum and 1/2 inch (12.7mm) maximum from any other tactile characters and 7/8 inch (9.5mm) minimum from raised borders and decorative elements. 11B-703.3.2.

Recommend Rounded or domed California Braille dots, each distinct and separate. Dots with straight sides and flat tops are not readable for many Braille users.

PART 3 EXECUTION

3.01 INSTALLATION

- a. Identification devices herein specified shall be installed under the Carpentry Section, in accordance with the drawings and as directed by the Architect. Tactile sign mounting height shall be located 48 inches (1219mm) minimum above the finish floor measured from the baseline of the lowest braille cells and 60 inches (1524mm) maximum above the finish floor, measured from the baseline of the highest line of raised characters. 11B-703.4.1.
- b. Mount all single faced signs on wall surfaces by applying a contact adhesive, as manufactured by Weldwood, or an approved equal, to both the sign back and mounting surface, in accordance with adhesive manufacturer's recommendations.

3.02 SCHEDULE Site Accessibility and Restroom Accessibility signage to be ADA Sign Depot or equal. **Provide additional raised lettered and Braille signs adjacent to all doors in accordance with the requirements of the American Disability Act (ADA).**

- a. SITE:
 - Van Access Accessible 12"x24" (PAR-1006)
 - Accessible Parking-Non-Van 12"x24" (PAR-1005)
 - Parking Entrance 12"x24" (PAR-1027)
 - Directional Arrow w/HC Symbol 12"x12" (PAR-1007)

b. BUILDINGS:

Accessible Symbol Entrance Sign 6"x6" (ADA 1001)

Restrooms-

Girls/Women's Door Sign 12" Dia. (T24-1004)

Girls/Women's ADA Wall Sign 6"x8" (ADA-1024)

Boys/Men's Door Sign 12" Triangle (T24-1005)

Boys/Men's ADA Wall Sign 6"x8" (ADA-1025)

Unisex Door-mounted Sign 12" Dia/Tri (T24-1014)

Unisex Wall-mounted Sign 6"x8" (ADA-1022)

Classrooms

Room Exit sign 5"x3" (ADA-1002)

Room Identification Sign 8"x4" (ADA-1208)

Custodian

Room Identification Sign 8"x4" (ADA-1208)

Note: Contractor to verify exact Room Identification with District prior to fabrication.

END OF SECTION
10/19/2023

ELECTRICAL SCOPE & GENERAL REQUIREMENTS

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 GENERAL REQUIREMENTS**

- A. All work under Section 26 01 00, Electrical Scope and General Requirements Specifications, are subject to the General, Supplementary, Special Conditions and other Division I Specification Sections preceding this section. This Contractor will be responsible for and govern by all requirements. Drawings indicate the general arrangement of the electrical layout and work included. The Contractor will follow Drawings in laying-out and checking of Drawings of other trades to verify locations and spaces in which work will be installed.

1.02 SCOPE

- A. This portion of the work includes furnishing of all labor and materials necessary for a complete wiring system to outlets and all equipment shown on the Drawings or covered by this section of the Specifications. In general, the work includes the following:
 - 1. Complete system of branch circuit wiring and equipment including all wiring devices and plates on all outlets.
 - 2. A new lighting fixture system complete with lamps as shown on Plans including all appurtenances as required.
 - 3. Raceways, wiring, fused disconnect switches, etc., for equipment covered by other sections of these Specifications.
 - 4. All hangers, anchors, sleeves, chases and supports for fixtures, electrical equipment and materials including earthquake bracing.
 - 5. All disconnection and removal of existing electrical facilities not to be reused.
 - 6. Include payment of all required insurances, electrical permits, fees and taxes unless specifically shown "BY OTHERS".

1.03 SITE VISITATIONS

- A. The Contractor will carefully examine the site and existing buildings, compare the Drawings with the existing electrical installations and thoroughly familiarize himself with all existing conditions within the scope of this work. By the act of submitting a bid, the Contractor will be deemed to have made such examination, accepted such conditions and to have made allowance in preparing his figure.

1.04 RULES AND REGULATIONS

- A. All work and materials shall be in full accordance with the latest rules and regulations of the following:
 - 1. California Electric Code, 2022 Edition
 - 2. California Building, Mechanical and Plumbing Codes
 - 3. California Code of Regulations
 - 4. California State Fire Marshal Rules
- B. Before the Final Certificate of Payment will be issued, the Contractor shall deliver to the Owner all Certificates, Permits, Record Drawings and Instructions/Parts Manuals.
- C. Nothing in these Plans and Specifications is to be construed to permit work not conforming to these codes.

1.05 MATERIALS AND SUBSTITUTIONS

- A. All equipment and materials shall be new and UL (Underwriters Laboratories) approved and of the best quality. When specific trade names are used in connection with materials they are mentioned as standards but, this implies no right upon the part of the Contractor to substitute other materials or methods without prior approval.
- B. When approval is given for use of equipment differing from that shown on the Drawings regarding foundations, space of piping, duct work, wiring, insulation, etc., changes required to accommodate such differences shall be accomplished at no cost to the Owner.
- C. This Contractor shall order equipment in a timely manner to prevent any delays in the construction schedule and he shall bear any penalty by vendors to meet schedules.
- D. Submittals:
 - 1. Shop Drawings and Product Data: Within ten days after an award of this contract, but prior to manufacture or installation of any equipment, prepare complete Shop Drawings and Brochures for materials/equipment as required by each section of the Specification. Submit eight complete sets for review.

2. Prior to submission of the Shop Drawings and Project Data review and certify that they meet the Contract Documents and conform to existing field conditions. Field verify installation methods, voltage requirements and coordinate with other trades.
3. Verify all dimensional information to ensure proper clearance installation of equipment. Check all materials and equipment after arrival on the jobsite and verify compliance with the Contract Documents. A minimum period of two weeks, exclusive of transmittal time, will be required each time Shop Drawings and/or Brochures are submitted or resubmitted for review. This time shall be considered by the Contractor when scheduling a submittal date.
4. Review of Shop Drawings and Brochures shall not relieve the Contractor of responsibility for dimensions and/or errors that may be contained therein or deviations from the Contract Documents requirements. It shall be clearly understood that noting of some errors, but overlooking others, does not grant the Contractor permission to proceed in error. Regardless of any information contained in the Shop Drawings and Brochures the requirements of the Contract Documents shall govern and are not waived or superseded in any way by the review of the Shop Drawings and Brochures.
5. Certifications shall be written or in the form of rubber stamp impressions as follows:

I hereby certify that these Shop Drawings and/or Brochures have been checked prior to submittal, and that it complies in all respects with the requirements of the Contract Drawings, Specifications, and existing field conditions for this project.

(Name of Contractor)

Signed _____
 Title _____ Date _____

6. Observe the following rules when submitting the Shop Drawings or Brochures:
 - a) Each Shop Drawing shall indicate in the lower right-hand corner and each brochure shall indicate on the front cover the following:
 - 1) Title of the sheet or brochure
 - 2) Name and location of the building
 - 3) Names of the Architect
 - 4) Name of the Electrical Engineer
 - 5) Name of Contractor
 - 6) Subcontractor's Manufacturer, Supplier and Vendor
 - 7) Date of submittal
 - 8) Date of correction and revision.

7. Unless the above information is included, the submittal will be returned for resubmittal.
8. Shop Drawings shall be done in legible scale and shall contain sufficient plans, elevations, sections and isometrics clearly describing the equipment or apparatus and the Engineer/ Draftsmen skilled in this type of work. Shop Drawings shall be drawn to at least $1/4" = 1'-0"$ scale.
9. The manufacturers shall publish brochures to be submitted which contain complete and detailed engineering and dimensional information. Brochures submitted shall contain only information relevant to the particular equipment or materials to be furnished. The Contractor shall not submit catalogs that describe several different items in addition to those items to be used unless all irrelevant information is marked out or unless each manufacturer is identified and submitted separately.

1.06 GENERAL COORDINATION

- A. The Drawings indicate diagrammatically the desired location or arrangement of conduit runs, outlets, equipment, etc., and are to be followed as closely as possible. It shall be the Contractor's responsibility to verify and coordinate the location of all outlets and raceways with other trades.

1.07 CUTTING, PATCHING AND MATCHING

- A. This Contractor shall do all cutting required for the proper installation of his work and shall repair any damage done by himself or his workmen. The Contractor shall coordinate with that of other parties.
- B. Wherever possible, work shall be done in a concealed and neat workmanlike manner requiring the least amount of cutting of studs, plates and woodwork. Such cutting or notching is allowed only after consultation with and by permission of the Engineer.
- C. All patching shall be of the same materials, workmanship and finish as existing and shall accurately match all surrounding work. All work shall be done under the Architect's instructions and when required by the trade that did the original work.

1.08 INTERPRETATION OF Drawings AND Specification

- A. The Engineer's decision will be final on interpretation of the Drawings and Specifications. Whenever the words "AS MAY BE DIRECTED", "SUITABLE" or "APPROVED EQUAL" or other words of similar intent and meaning are used inferring that judgment is to be exercised, it is understood that it is the judgment of the Engineer referred to.

1.09 CLEANING OF EQUIPMENT, MATERIALS AND PREMISES

- A. All electrical equipment shall be thoroughly cleaned of dirt, rust, cement, plaster, etc., and all cracks and corners scraped out clean. Surfaces to be painted shall be carefully cleaned of grease and oil spots and left smooth and clean and in proper condition to receive paint finish.

1.10 RECORD Drawings

- A. At the beginning of the project, one full-sized print of each applicable Drawing will be issued to the Contractor for use in preparing Record Drawings. "RECORD" conditions shall be recorded on the prints as the project progresses. Upon completion of the work, the Contractor shall forward it to the Architects' Office after first securing the Inspector's verification by signature.

1.11 EARTHQUAKE RESTRAINT

- A. All electrical equipment shall have a means to prohibit excessive motion during an earthquake.

1.12 IDENTIFICATION

- A. Conductors:
 - 1. All power and signal conductors shall be identified in accordance with the following schedule:
 - a) 120/208 Volts, 3-phase, 4-wire Wye: Red-Black-Blue, Neutral White.
 - b) 277/480 Volts, 3-phase, 4-wire Wye: Brown-Orange-yellow, Neutral Grey.
 - c) Bond or grounding conductor (GWG): Green
 - d) Special system conductors shall be color coded and labeled
 - 2. Brady Labels shall be used to identify terminals and destination of feeders, branch circuits, signal and control circuits, etc., at all terminations and junction boxes and shall be coordinated with the nameplates in all boxes and equipment.
 - 3. All terminals in the switchboards, panels, relays, switches, devices, starter terminals, etc., shall have Brady Labels for identification to identify both ends of all wiring. Wires #8 and smaller to be terminated on terminal strips squared-type 9080K with white marking strip and screw lugs for wire size.

- B. Nameplates: The Contractor shall furnish and install 1" x 3" x 3/32" thick laminated black Bakelite nameplates with a white core, unless specifically shown as red with a white core, engraved to produce white letters on black background for all items of electrical equipment including 2-pole and 3-pole circuit breakers, panelboards, starters, relays, time switches and disconnect switches. They shall screw them in place.
- C. Panels: Panels having single-pole circuit breakers shall be provided with typed schedules mounted in welded metal holders behind plastic.
- D. Devices: All devices shall have their branch circuit identified on the back side of device plate with a permanent type black marker, i.e., CT A-21.

1.13 MECHANICAL AND OTHER SPECIAL EQUIPMENT

- A. Mechanical Coordination: PRIOR to commencing construction, this Contractor shall arrange a conference with the Mechanical/Plumbing Contractors and equipment suppliers to verify type, sizes, locations, requirements, controls and diagrams of all equipment furnished by them. In writing, he shall inform the Electrical Engineer that all phases of coordination of this equipment have been covered. If any unusual conditions or problems, they are to be enumerated them at this time.
- B. Mechanical Wiring: All electrical line voltage wiring, fused disconnects and conduits shall be furnished and installed by this Contractor unless otherwise shown.
- C. Miscellaneous Equipment: Contractor shall be responsible for electrical hook-up and connection to all electrical equipment whether furnished by this Contractor or others. This includes all special mechanical equipment and equipment furnished by the Mechanical Contractor.

1.14 GUARANTEE

- A. This Contractor agrees to replace or repair to the satisfaction of the Owner, any part of the installation that may fail due to defective material and/or workmanship, or failure to follow Plans and Specifications for one year after final acceptance. He shall further obtain from the manufacturers of special equipment (i.e., control systems) their respective guarantees and service manuals and deliver to Owner.

PART 2 PRODUCTS**2.01 RACEWAYS**

- A. Unless specifically shown otherwise, this Contractor shall furnish and install a complete steel conduit system for all wiring, including control and signal wiring.
- B. All conduits shall be rigid threaded hot dipped galvanized type.
- C. All conduits installed underground shall have a minimum coverage of 1'-6" below finished grade and shall have a 4" concrete envelope.
- D. Steel conduit Joints shall be sealed with conductive pipe compound T & B Kopr-Shield before making up.
- E. Steel conduits installed below grade shall be wrapped with Minnesota Mining Company Scotch Wrap #51 using half-lap for double thickness. Conduit surfaces shall be clean and dry before wrapping.
- F. Minimum size for lighting, power and signal shall be a 3/4" conduit.
- G. Steel EMT sizes 4" and smaller may be used within hollow dry spaces of the building, and shall not be run exposed below 8' above a finished floor.
- H. All raceway fittings, locknuts, couplings, elbows, etc., shall be hot dipped galvanized steel finish with plastic throats or bushings. No cast-type fittings shall be used.
- I. Seal-type flexible conduit shall be used in lengths not greater than 18" at motors and other machinery to prevent the transmission of vibration. All flexible conduits shall have a copper bond wire either integral or pulled in. Flexible conduit shall be supported at both ends and every 24".
- J. All conduit fittings, locknuts, couplings, elbows, etc., shall be hot dipped galvanized finish with plastic bushings. No competitive type fittings shall be used.
- K. Non-Metallic Conduit.
 - 1. Rigid non-metallic PVC, UL Labeled conduit with factory ells and fittings approved for the purpose may be used under the following conditions:
 - a) Where the voltage is 600 Volts or less.
 - b) All conduits in earth under buildings or protected by permanent paving may be Schedule 40 PVC.
 - c) Any conduit running through planters or unprotected in earth shall be encased in 3" of concrete. All raceways above grade shall be steel.

- d) All non-metallic runs shall have a bond wire for the interconnection of all conducting portions per Table 250-94 of the California Electric Code (CEC).
- e) Use factory elbows. PVC shall not be bent in the field.

2.02 CONDUCTORS

- A. All conductors shall be delivered to the site in their original unbroken packages plainly marked or tagged as follows: UL Labels, size, kind and insulation of wire, name of the manufacturing company and trade name of the wire.
- B. All conductors to be a minimum of 98% conductivity soft drawn copper, minimum #12 AWG unless shown otherwise. Conductors #8 and larger shall be stranded type "THHN/THWN" 600 Volt insulation. Conductors #10 and smaller shall be solid copper "THHN/THWN".
- C. All branch circuits, fixture wiring joints, splices and taps for conductors #10 and smaller to be made with "SCOTCHLOCK" connectors.
- D. Two bolt type solderless connectors or T & B "color keyed" compression lugs shall be used on #8 and larger conductors.

2.03 WIRING DEVICES

- A. Furnish and install wiring devices and plates as shown on the Drawings and described in these Specifications. Where more than one wiring device is mounted in the same location, such devices shall be mounted in a multi-gang plate. Single-gang combination interchangeable devices shall not be used. Wiring devices shall be Specification grade or better.
- B. Convenience outlets shall consist of a Specification grade duplex receptacle mounted in an outlet box in the wall flush with the finished plaster or surface rated 20 AMPS, 125 Volts, 3-wire, back and side wired.
- C. Local switches shall be quiet toggle-type, totally enclosed, AC rated ,20 AMPS, 120/277 Volt.
- D. Device plates shall be provided for all devices with the number of gangs and openings necessary. They shall be satin brushed stainless steel in toilets and kitchens with plastic to match devices in other finished areas.

2.04 OUTLET BOXES

- A. Outlet boxes for concealed work shall be one piece pressed steel knock out type with zinc or cadmium coating. Boxes shall not be smaller than 4" square nominal size unless otherwise indicated. Provide extension rings, plaster rings and covers necessary for flush finish.

- B. Bar hangers shall be used to support outlet boxes in stud or furred partitions and ceilings. Attachment screws, devices, etc., shall be of the proper type to secure boxes to metal studs. Use expansion shields to concrete and masonry.
- C. Provide approved knock-out seals on all unused open knock-out holes. Where used for lighting fixtures outlet boxes shall be equipped with fixture studs.

2.05 DISCONNECTING DEVICES

- A. Disconnecting devices shall be provided as shown or as required by NEC. Switches shall be motor rated and in proper NEMA enclosure.
 - 1. Motors 1/3 HP and less: Switches shall be of the toggle-type quick make and break rated 2 HP, 250 Volts AC with the number of poles required provided with flush mounting wall plates or in suitable surface mounting NEMA enclosures.
 - 2. Motors 1/2 HP and larger: Disconnecting switches shall be Type HD fused 3-pole, 600 Volts in proper NEMA enclosures with proper size FRN fuses. Provide three spare fuses of each type to the Owner.
- B. Circuit breakers utilized as disconnecting devices shall comply with the requirements stated in other articles of this section and NEC.

2.06 PULL BOXES AND WIREWAYS

- A. Pull and junction boxes shall be installed as shown to ease the pulling of wire and to comply with NEC requirements.
- B. Wireways to be constructed in accordance with UL 870 for wireways, auxiliary gutters and associated fittings. Every component including lengths, connectors and fittings shall be UL listed.

2.07 TERMINAL CABINETS AND CLOSETS

- A. Cabinets and fronts shall be in accordance with NEMA Standard Publication No. PB1-1971 and UL Standards No. 67. Fronts shall include doors and have flush brushed stainless steel cylinder tumbler-type locks with catches and spring loaded door pulls. The flush lock shall not protrude beyond the front of the door. All locks shall be keyed like the panelboard locks. Fronts shall have adjustable indicating trim clamps completely concealed when the doors are closed. Doors shall be mounted by completely concealed steel hinges. Fronts shall not be removable with the door in the locked position. A frame and card with a clear plastic covering shall be provided on the inside of the door. Fronts shall be of code gauge full finished steel with rust inhibiting primer and bake enamel finish.

2.08 PANELBOARDS

- A. Furnish panelboards shown on Plans and described herein. All cans shall be a minimum of 20" wide and 5.75" deep unless otherwise shown. They shall be totally flat or equal with flush keyed locks.
- B. Panelboards shall be UL listed.
- C. Breakers for switching lights shall be rated for switching duty.
- D. Fronts shall be sheet steel painted standard gray over a rust inhibitor. They shall be equipped with a door, flush hinges, flush proper cylinder tumbler lock; metal circuit card holder and quarter turn adjustable trim clamps.
- E. The panel shall consist of reinforced galvanized sheet steel frame with copper bus bars and circuit breakers properly supported to prevent vibration breakage in handling. All terminals shall be solderless type suitable for specified conductors of size indication. Bus bars shall be sequence phased.
- F. Branch circuit breakers shall be "bolt-on" and fully interchangeable without disturbing adjacent units. All 2 and 3-pole breakers shall have common trips with a minimum IC of 10,000 AIC.
- G. All breakers applying fluorescent or HID fixtures shall have padlock handle lock-off devices.
- H. All spaces shall have hardware.
- I. Provide separate blocks for neutrals and grounds as required.

PART 3 EXECUTION**3.01 INSTALLATION**

- A. The layout and installation of electrical work shall be coordinated with the overall construction schedule to prevent delay in completion of the project.
- B. Dimensions and information regarding accurate locations of equipment and structural limitations and finish shall be verified with other sections.
- C. The Drawings do not show all the offsets, bends, special fittings or junction pull boxes necessary to meet job conditions and shall be provided as required.
- D. Electrical equipment, outlets, junction and pull boxes shall be installed in accessible locations, avoiding obstructions, preserving headroom and keeping openings and passageways clear.

- E. Minor adjustments in the locations of equipment shall be made where necessary providing such adjustments do not adversely affect function of the equipment. Major adjustments for the location of equipment shall be previously approved and detailed on the Record Drawings.

3.02 STRUCTURAL FITTINGS

- A. Furnish and install the necessary sleeves, inserts, hangers, anchor bolts and related structural items. Install at the proper time.

3.03 NOISE CONTROL

- A. Outlet boxes at opposite sides of partitions shall not be placed back-to-back, nor shall through boxes be employed except where specifically permitted on the Drawings by note to minimize transmission of noise between occupied spaces.
- B. Ballasts, contactors, starters and like equipment that are noticeably noisier than other similar equipment on the project will be deemed defective and shall be replaced at Engineer's request.

3.04 RACEWAYS AND FITTINGS

- A. Surface raceways shall be coordinated with cabinet work. It shall be installed plumb and square with adjacent surfaces.
- B. Minimum size of any conduit for lighting, power and signal shall be 3/4" conduit unless shown otherwise.
- C. Furnish and install "seal-offs" in all conduit runs through areas of different temperature.
- D. Where applicable, wiring methods shall be in accordance with requirements for installation in damp and/or hazardous areas.
- E. All concealed conduits shall be installed in as direct a line as possible between outlets. EMT shall be approved for dry locations with steel plastic bushed set screw fittings. No more than four quarter bends or their equivalent will be allowed between outlets. Feeder conduits shall follow arrangements shown on plans unless a change is authorized. Branch circuit conduits shall in general follow arrangement as shown as far as structural conditions permit. All exposed runs shall parallel buildings, walls or partitions and be supported on Kindorf Hangers to meet Title 24, Part 6, CAC.
- F. In general, all conduits shall be sloping to drain. Bends that place a trap in a conduit shall be avoided. Provide drip fitting as required. Dux-Seal high ends of all underground raceways.
- G. All conduit runs shall be mechanically and electrically continuous from outlet to outlet. Conduit size or type shall not be changed between outlets.
- H. Chrome escutcheon plates shall be used on all conduit penetrating walls, floors or ceilings.
- I. Expansion joints shall be provided at building expansion joints or as required due to length of run or difference in temperatures.

- J. Flexible steel conduits shall be used for short runs not over 24" from motors or other vibrating equipment to junction boxes. Where specifically approved by the Engineer, flexible steel conduit may be used when conditions make the use of other conduit impracticable. Fittings shall be of the screwed wedge type. All flex shall have green copper bond wire. Flex conduits shall be independently suspended.
- K. All fittings that are exposed or in damp areas shall have sealing glands and proper gaskets. Fittings in hazardous areas shall be of the type approved for the particular hazard.
- L. Roof Penetrations: Where raceways penetrate roofing or similar structural area, provide 26 galvanized iron roof jacks sized to fit tightly to a raceway for a weather-tight seal and with flange extending a minimum of 9" under roofing on all sides. Completely seal openings between inside diameters of roof flashing and outside diameters if penetrating raceways. Coordinate with work required under Roofing Section of the Specifications.
- M. Fire Penetration Seals: Seal all penetrations for work of this section through fire rated floors, walls and ceilings to prevent the spread of smoke, fire, toxic gas or water through the penetration either before, during or after the fire. The fire rating of the penetration seal shall be at least that of the floor, wall or ceiling into which it is installed so that the original fire rating of the floor or wall is maintained as required by Article 300-21 of the California Electrical Code (CEC).
- N. Where applicable, provide OZ Type CFSF/I and CAFSF/I fire seal fittings for conduit and cable penetrations through concrete and masonry walls, floors, slabs and similar structures. Where applicable, provide 3M fire barrier sealing penetration system and/or Thomas & Bett Flame Safe Fire Stop System and/or ChaseFoam fire stop system including wall wrap, partitions, caps and other accessories as required. All manufacturers' instructions and recommendations for installation of sealing fittings and barrier sealing systems.

3.05 CONDUCTORS AND CONNECTORS

- A. All branch circuits and fixture wiring joints, splices and taps for conductors #10 and smaller shall be made with 3M "Scotchlocks" or approved equal.
- B. Circuit and signal terminations to single-screw or push-on terminals shall be done with insulated "Sta-Kons" or approved equal terminals.
- C. Bolt-type solderless connectors shall be torqued with a torque wrench according to the manufacturer's recommendations then retightened after 24-48 hours before taping. Owners' inspector shall be informed of this procedure during the waiting period and shall witness the act of retightening.
- D. All splices shall be taped with Scotch #88 plastic electrical tape with "Scotch Fill" where necessary for a smooth joint. For other than normal temperatures or conditions

Scotch #27 or #2520 shall be used. All connections and splices shall be electrically perfect and in strict accordance with all code requirements.

- E. Wire in panels, cabinets, pull boxes and wiring gutters shall be squared, labeled and neatly grouped with "Ty-Raps" and fanned out to the terminals.
- F. Wiring Devices: Wiring devices shall be securely fastened to the outlet box. Where the outlet box covers are back from the finished walls, device shall be built out with washers so that it is rigidly held in place to the box. Provide metal extenders in flammable construction per CEC. All device screw slots shall be left in a vertical orientation.

3.06 OUTLET BOXES

- A. Outlet boxes for concealed work shall be one steel knock-out type with zinc coating. Boxes shall not be smaller than 4" square nominal size unless otherwise indicated. Provide extension rings, plaster rings and covers necessary for flush finish.
- B. Bar hangers shall be used to support outlet boxes in stud or furred partitions and ceilings. Attachment screws, devices, etc., shall be of the proper type to secure boxes to metal studs complemented by expansion shields to concrete and masonry.
- C. Provide approved knock-out seals on all unused open knock out holes. Where used for lighting fixtures, outlet boxes shall be equipped with fixture studs.

3.07 JUNCTION AND PULL BOXES AND WIREWAYS

- A. Boxes shall be installed square and plumb. An engraved nameplate shall be installed indicating the function of each box on the exterior in unfinished areas and on the interior in finished areas.
- B. Install wireways with strip-type connectors with self-retained mounting screws. Use hangers with two-piece hook-together features to permit preassembling of wireway and hanger bottom plate before hanging on a preinstalled upper bracket.

3.08 TERMINAL CABINETS AND CLOSETS

- A. Install level and identify per schedule.
- B. All conductors shall be squared, labeled and "Ty-Rapped".
- C. Location:
 - 1. Unless otherwise indicated on the Drawings, install all panels with the top of the trip 6'-0" above the finished floor.

2. Space permitting, surface mount panels where they are not visible to the public.
 3. Panels to have protective cover over any electrical panel with overhead water piping. Cover to be 18" by width of a panel.
- D. Directory: Mount a typewritten directory behind glass or plastic in a metal holder welded to the inside of each panel door showing circuit numbers and complete description of all outlets (one each circuit).

3.09 PRECAST CONCRETE PULL BOXES AND MANHOLES

- A. Contractor shall provide a minimum of 3-6" of sand base material suitable to receive the manhole. The base material shall be impacted and graded level at proper elevation to receive the manhole in relation to the conduit grade or ground cover requirements as designated in the Plans. Sealants used between the joints of the manhole are at the Contractor's discretion unless otherwise specified. If grout is used it should consist of two-parts plaster sand to one-part cement with sufficient water added to make the grout flow under its own weight.
- B. The grout should be poured into a water soaked groove and filled to the top of the groove unless a double amount is to be used as a further precaution against leakage. In this case the mastic sealant should be placed on the two shoulders of the groove. The next section of manhole should be placed while the foaming action is in process. Contractor shall verify grades with the Architect and shall set holes and boxes level at proper grades.
- C. All conduits penetrating the pull box shall have seals to prevent water from entering the raceway.

3.10 DISCONNECT DEVICES

- A. Disconnect devices shall be identified as to location of the device controlled.

3.11 SUPPORTS AND ANCHORS

- A. Provide inserts, anchors, supports, rods, brackets and miscellaneous items to adequately support and secure the electrical systems and equipment.
- B. Secure hangers, brackets, conduit straps, supports and electrical equipment to surfaces by means of toggle bolts on hollow masonry; expansion shields and machine screws or standard preset inserts on concrete or masonry; machine screws or bolts on metal surfaces; wood screws on wood construction.
- C. Power driven or velocity driven inserts may be not used unless specifically approved by the engineer, and where their use does not affect finished appearance of work.

They may not be used in prestressed slabs, beams, purlins, precast members or in tension.

- D. Seismic Requirements: Provide vertical and lateral supporting equipment to resist application of seismic forces per CAC, Title 24.

END OF SECTION 26 01 00

FIRE ALARM SYSTEM**PART 1 GENERAL****1.01 RELATED DOCUMENTS**

- A. The general provisions of the Contract, including General and Supplementary, Special Conditions and General Requirements, apply to the work specified in this Section.

1.02 FIRE ALARM SYSTEM IN GENERAL

- A. Contractor shall install and furnish a complete and operational fire evacuation and fully automatic detection system, as well as a signal conductor and raceway system as required in accordance with Title 24, Part 2, Section 907.2.3 and conform to Title 24, Part 3, Article 760. The system shall be monitored by an approved supervising station. The system shall include the following:
 - 1. All equipment, conduit, wire and labor necessary to provide for a complete and operational system as specified herein and shown on the drawings.
 - 2. Contractor shall submit fire alarm system shop drawings to the Engineer for approval **PRIOR** to installation.
- B. All materials, wiring and equipment shall be furnished and installed in strict compliance with the preceding sections and all applicable requirements of:
 - 1. Local fire authority having jurisdiction
 - 2. California Electrical Code (CEC), 2022 Edition
 - 3. National Fire Protection Association Standard 72
 - 4. Manufacturer of the fire alarm system
 - 5. Underwriters' Laboratories, Inc.
 - 6. California State Fire Marshal
 - 7. California Fire Code, 2022 Edition

1.03 FIRE ALARM SYSTEM MANUFACTURER REQUIREMENTS

- A. The manufacturer of the fire control system shall submit as part of his construction submittals:
1. Factory component technical detail showing full compliance with function as specified.
 2. Factory calculations for all power requirements for specified system, including standby power, all certified in writing by the manufacturer's engineer in charge of the project.
 3. Manufacturer's certification that it maintains an office within 50 miles of the project, and that it maintains sufficient spare parts and personnel at that location to ensure the Owner of a continually maintained and serviced system.
 4. List of factory personnel responsible for jobsite installation and supervision of the system who shall be available as required by the Contractor, Engineer, Architect or Owner.
 5. **WRITTEN CERTIFICATION** that all component parts to be used in this system are of his manufacturer, or are California State Fire Marshal listed and to be used for the purposes intended.
 6. At the completion of the manufacturer's installation of the system to the contractor's wire backbox and appurtenances, he shall:
 - a) Provide the Engineer with five (5) copies of his final system report which shall be on the manufacturer's standard forms provided by him and contain the following information:
 - 1) Serial numbers and location of all major components.
 - 2) Testing information verifying all annunciation devices and signaling function are as specified and required.
 - 3) Provide the Engineer their copies of his factory logo's Record Drawings of the system, including final labeling, color coding and locations for all devices in the system.
 - 4) Manufacturer's final tests shall be in the presence of the Engineer and Owner, or his representatives, as well as the authorities having jurisdiction.

1.04 OPERATING INSTRUCTION, WARRANTY AND SERVICE

- A. The manufacturer shall provide a qualified representative to instruct the Owner, or his representative, in the operation of the system.
- B. This contractor and the manufacturer shall warranty the systems for a period of one (1) year from the date of acceptance by the Owner. Emergency repair and/or replacement of manufacturer provided equipment for the system shall be accomplished by this contractor, at **NO** additional cost to the Owner as long as such repair and/or replacement occurs during the warranty period, and is directly or indirectly caused by faulty workmanship or defect of material installed. Upon completion of the installation of the Fire Protective Signaling equipment, a satisfactory test of the entire system shall be made in the presence of the enforcing agency.

1.05 FIRE ALARM SYSTEM OPERATION

- A. Activation of any alarm initiating device shall:
 - 1. Activate fire alarm audible and visible devices.
 - 2. Transmit the alarm condition to an approved remote receiving station.
 - 3. Report alarm condition and zone on LCD displays of the main fire alarm control panel and remote annunciators.

END OF SECTION 28 31 11

EARTHWORK

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

The work of this section shall include the furnishing of all labor, materials and equipment required to complete the clearing and grubbing, excavation, backfilling and compacted fill work as indicated on the drawings and as specified herein.

1.02 WORK INCLUDED (But not limited to the following items)

- a. Clearing and removal from site of all vegetation, rubbish and material (concrete, glass, wood, etc.) from previous use of the property not indicated on the drawings to remain.
- b. Excavating soil under buildings for compacted fill, if required.
- c. Preparing of area upon which fill is to be placed and placing of compacted fill.
- d. Furnish imported fill material, if required.
- e. Excavating for all footings, floor slabs, walks, walls, curbs, pits, etc.
- f. Proper bracing and shoring of all excavation where necessary to prevent caving.
- g. Backfilling foundations, placing and compacting fill for slabs and as required for area grading.
- h. Excavation and preparation of subgrade for asphaltic concrete surfacing.
- i. Applying water to obtain compaction required in fills.
- j. Final finish grading.
- k. Top soil fill in areas indicated.
- l. Cleaning of site of all material excavated and not used and disposing of away from site.

1.03 RELATED WORK

- a. Excavating, trenching and backfilling for the plumbing, electrical or mechanical trades which is specified under the section to which it applies.

1.04 OWNER'S REPRESENTATIVE

- a. The earthwork operations will be under the direct inspection of the Geotechnical Engineer of Record for this Project, who shall be registered by the State as a Professional Engineer and who will be employed by the Owner. Refer to Section 01402, Tests and Inspections.
- b. The Geotechnical Engineer shall be the Owner's representative in control of all earthwork. The Geotechnical Engineer will approve or disapprove fill materials; will make appropriate tests and pass or reject compacted fill and will designate for removal any unsuitable materials, which may remain at the bottom of the excavated area after the limits of excavation indicated by the drawings have been reached.
- c. The contractor shall comply with the instructions of the Geotechnical Engineer as to the aspects of the work described above and shall cooperate with the Geotechnical Engineer in his performance of these duties.

1.05 GEOTECHNICAL REPORT #022-22059 Aug 5, 2022 as prepared by Krazan & Associates, Inc.

- a. Unless otherwise noted, the recommendations for site preparation found in the soils report shall be followed but shall not be considered a part of this section. It shall be incumbent upon this contractor to review the soils report on file in the Architect's office. No additional monies will be allowed for any costs incurred due to negligence of the contractor in not reviewing the soils report.

1.06 PROTECTION

- a. Protection of Property: Care shall be taken to prevent damage to adjoining property and this contractor shall make good any damage resulting from this operation.
- b. Maintain protections and barricades as required. Cooperate with other trades requiring access.
- c. Survey work furnished by the owner, such as horizontal and vertical control survey monuments, bench marks, etc., shall be carefully maintained. Said work, if disturbed or destroyed, shall be replaced by the contractor's surveyor at the contractor's expense.
- d. Loads of material moving to or from the site shall be trimmed to prevent droppings along the street.

1.07 UNDERGROUND PIPES, CONDUITS AND UTILITIES

- a. Observe applicable regulations in work affecting underground utilities. Protect active utilities from damage and remove or relocate only as indicated or

specified. Remove and plug or cap inactive or abandoned utilities encountered in excavating or grading. In absence of specific requirements, plug or cap at least 5 feet outside building walls and foundations.

- b. Excavating or trenching for new pipe, conduit or utility lines within five feet of building lines and under exterior walks, drives or pavement is subject to provisions of these specifications with respect to protection from moisture, backfilling and grading.
- c. Lines Containing Liquid: Check for leaks and certify to owner. Run such lines at least 5 feet outside building lines wherever possible.
- d. Notify utility companies and owner for all utilities to be cut off, modified or relocated. Maintain active utilities and protect same. No utilities shall be cut off without first obtaining permission from the Owner.

1.08 DRAWINGS AND SPECIFICATIONS

Cuts and Fills: The grades shown on the drawings do not necessarily indicate a balance of cut and fill. Any excess earth not needed for filling shall be removed from the site. Any earth required for filling shall be furnished by the contractor and shall meet the requirements under materials section for earth fill.

1.09 INSPECTION OF SITE

The contractor shall accept the site as he finds it at the time of submitting his bid for this work and no allowances will be made for any error or negligence resulting from his failure to inspect the site prior to submitting his bid proposal.

1.10 LAWS AND ORDINANCES

All excavating, bracing, barricading, backfilling, etc., shall be done in accordance with all applicable laws and/or ordinances.

1.11 ASTM STANDARD SPECIFICATIONS

Where reference is made to ASTM Standard Specifications, the latest issue of such specifications shall apply, except where other specific issue dates are identified in the Soils Report, T24, Part 2, or the applicable C.B.C. Standard.

1.12 SURFACE WATER

Surface water shall be controlled by grading as necessary to prevent erosion, damming or ponding in the bottom of structural excavations.

1.13 ALLOWABLE TOLERANCES

Maximum variation from indicated grades shall be 1/10 of one foot.

PART 2 PRODUCTS**2.01 MATERIALS**

- a. Earth for filling and backfilling shall be acceptable to the Architect and Geotechnical Engineer and shall be free from all objectionable material and shall be a clean, granular material suitable for compaction. Must be tested and approved by the Soils Engineer.
- b. Top Soil: A fertile, friable, loamy soil, free from toxic amounts of acids and alkalis, capable of sustaining healthy plant life. To be approved by Architect.
- c. Imported soils shall consist of essentially granular, silty sands with low expansion potential and free of grasses, weeds, debris, rocks larger than 4" in maximum dimension and soluble sulfates in excess of 200 parts per million. Import fill shall contain sufficient silt and clay binders to render them stable in footing trenches and capable of maintaining specified elevation tolerances during paving operations.
- d. Imported soils to be used as engineered fill should also meet the following gradation and quality criteria:

(1) Percent Passing #200 Sieve	20 to 50
(2) Maximum Liquid Limit	40
(3) Maximum Plasticity Index	10
(4) Minimum R-Value	50
(5) Maximum Expansion Index	15
a. Per ASTM D4829	
- e. Only soils passing DTSC standards shall be allowed.
- f. Pea Gravel- to be used for drainage course material (backfill) and decorative finishes shall be screened gravel that consists of clean, washed, small round stones which will be retained by a No.4 (4.75mm) sieve and will pass a 3/8"(9.5mm) sieve.

PART 3 EXECUTION**3.01 SITE CLEARING**

Clear the building site of all vegetation and rubbish, including all brush, grass, weeds, trees, roots, concrete slabs and footings, A.C. paving, tin cans, glass, wood, brick and large rocks (1-1/2" or larger), etc. Strip the entire property and easements down to bare earth. All vegetation and rubbish cleared and stripped from the site shall be removed from the site and legally disposed of.

3.02 PREPARATION OF AREA UPON WHICH FILL IS TO BE PLACED

- a. **Clearing and grubbing-** should consist of stripping grasses; removing trees and shrubs, including roots greater than 1 inch in diameter, removing existing structures, foundations, slabs, and miscellaneous asphalt and concrete; removing buried utility lines; locating and removing or disposing of abandoned septic tanks and seepage pits (dry well) if any are encountered during site clearing and grubbing operations.
- b. **Stripping-** Prior to soil compaction, existing ground surfaces should be stripped of surface vegetation. A stripping depth of one inch should be adequate. In no instances should stripped material be used in engineered fill or blended with and compacted in original ground.
- c. **Slabs and Pavements-** Shall be completely removed. Asphaltic concrete fragments may be used in fill provided they are broken down to a maximum dimension of two inches and adequately disbursed within a friable soil matrix. Soil-AC mixtures should not be used within proposed building areas.
- d. **Foundations-** Existing at the time of grading should be completely removed.
- e. **Backfilling Cavities-** All voids or depressions created by clearing and grubbing operations should be backfilled with either on-site soils or acceptable imported fill materials. Materials used to backfill cavities should be placed and compacted in accordance with Paragraph 3.06.
- f. After the area to be filled is cleared and over-excavated to the minimum depth(s) recommended in the soils report, it shall be plowed or scarified to the depth of at least twelve (12) inches, and until the surface is free of ruts or uneven features which will tend to prevent uniform compaction. It shall then be compacted to a depth of at least twelve (12) inches in accordance with specifications for compacting fill material in Paragraph 3.03.

3.03 PLACING, SPREADING AND COMPACTING FILL MATERIAL

- a. The fill material shall be placed in layers which, when compacted, shall not exceed six inches (6"). Each layer shall be spread evenly and shall be thoroughly mixed during the spreading to insure uniformity of material in each layer. When the moisture content of the fill material is below that specified by the Engineer, water shall be added until the moisture content is as specified. When the moisture content of the fill material is above that specified by the Engineer, the fill material shall be aerated by blading or other satisfactory methods until the moisture content is as specified.
- b. After each layer has been placed, mixed and spread evenly, it shall be thoroughly compacted to not less than ninety percent (90%) of maximum dry density in accordance with ASTM D 1557, compaction shall be by self-propelled multiple-wheel pneumatic tired rollers or other approved types of rollers. Rollers shall be of such design that they will be able to compact the fill to the specified

density. Rolling shall be accomplished while the fill material is at the specified moisture content. Rolling of each layer shall be continuous over its entire area and the roller shall make sufficient passes to insure that the desired density has been obtained.

- c. Field density tests shall be taken as directed by the Engineer and when these tests indicate that the density of any layer of fill or portion thereof is below the required ninety percent (90%) density, that particular layer or portion shall be reworked until the required density has been obtained.
- d. The fill shall be brought to within 0.1' plus or minus of the design finished grades and the surface shall be bladed to a smooth and uniform surface.
- e. Placing on Slope: Where the slope of the sub-grade surface on which fill is to be placed is 10:1 or steeper, bench the sub-grade in flat benches or at least ten feet (10'-0") in width prior to filling thereon. Prepare and compact each bench in accordance with the specifications for site preparations. Benching, preparation and compaction of the benched sub-grade may be done simultaneously with the filling operation; and the material excavated in benching may be mixed and compacted with new fill unless deemed unsuitable by the Soils Engineer. All fill materials shall be subject to the approval of the Soils Engineer as excavated and placed.

3.04 PREPARATION OF FLOOR SLAB SUBGRADE IN CUT AREAS

Subgrade for concrete floor slabs in cut areas shall be prepared as in 3.02 above. The compacted subgrade shall be bladed to a smooth and uniform surface.

3.05 EXCAVATIONS

- a. The bottom of all excavations shall be smooth, level and firm and at the depth called for on the drawings. Any excavation made deeper than indicated on the drawings shall not be backfilled but filled with concrete by the concrete contractor. Concrete mix shall be of the same mix as specified for footings.
- b. All excavations shall be kept free of standing water by pumping, draining or any means necessary to this end.
- c. Sides of footings may be formed by neat excavations if banks will stand without caving. If caving results, footing excavations shall be made to a line not less than 18" beyond each face of the footing to permit installation and removal of forms. Faces of footings abutting a property line shall be formed in all cases.
- d. The contractor shall bear all costs for additional work on account of overexcavation.

3.06 BACKFILLING

- a. After forms are stripped and concrete surfaces approved, the space between the earth banks and the concrete shall be filled with clean earth. The backfill material shall be placed in layers, which, when compacted, shall not exceed six (6) inches in depth. It shall be moistened with water to bring it to the optimum moisture content and thoroughly compacted by means of mechanical compactors to indicated grades and to a density equal to that of the soil at the bottom of the footings, but not less than 90% of the maximum dry density in accordance with ASTM D 1557.

3.07 TOP SOIL

Place 12" of specified material in planters and planted areas; 6" of same in lawn or turf areas.

3.08 GRADING

After fill and backfill work has been completed, the areas outside of the building shall be finish graded to the indicated grades. Finish grades of lawn areas in general: 1" below walk grades; planted areas: 2" below walk grades; in planters: 6" below tops of planter walls. The areas inside of the building to receive slabs or other construction work shall be fine finish graded to the required grades. All grading shall be left even and free of all debris, shall be to the grades indicated on the drawings and shall be raked clean just prior to the owner's acceptance of the completed building.

3.09 DISPOSAL AND CLEANUP

- a. Rubbish, Debris, Rocks, Trees, etc.: Hauled away from site promptly and legally disposed of.
- b. Topsoil Strippings: Legally dispose of off site.
- c. Excess earth resulting from cutting and excavation to be legally disposed of off the site or hauled to an area as designated and stockpiled.
- d. Dust and Noise Abatement: During entire period of construction and during loading, keep area and material being loaded sprinkled to reduce dust in air and annoyance to premises and neighborhood. Exercise all reasonable means to abate undue noise.
- e. Clean up site, remove all debris and leave premises in clean and orderly condition.

3.10 CERTIFICATION OF GRADES

- a. The contractor and the soils engineer shall, at the conclusion of the grading work, certify to the Architect that the grading has been performed in accordance with the specifications and is satisfactory for its intended use.

- b. Building Pad Certifications - The Contractor shall arrange for and hire a licensed Land Surveyor or Civil Engineer with authority to practice Land Surveying registered in the State of California to verify the depth and extents of all building over excavations. In addition, the Surveyor or Civil Engineer shall record final elevations of building pads and pavement subgrade. These elevations shall be signed and sealed by the Surveyor or Civil Engineer, labeled "As Graded Elevations", and transmitted to the Architect before work commences on the building foundations.

3.11 Excess Water Control

- a. Do not place, spread, or roll any fill material during unfavorable weather conditions. Do not resume operations until moisture content and fill density are satisfactory to the Engineer.
- b. Provide berms or channels to prevent flooding of subgrade.
- c. Where soils have been softened or eroded by flooding or placement during unfavorable weather, remove all damaged areas and re-compact as specified for Filling below.
- d. Provide and maintain, at all times during construction, ample means and devices with which to promptly remove and dispose of all water from every source entering the excavations or other parts of the work. Dewater by means which will ensure dry excavations and the preservation of the final lines and grades of bottoms of excavations.
- e. Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade, or layer of soil material. Apply water in manner to prevent free water appearing on surface during or subsequent to compaction operations.
- f. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.
- g. Soil material that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by disking, harrowing or pulverizing until moisture content is reduced to a satisfactory value.

END OF SECTION
05/14/2024

TERMITE CONTROL

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

The work of this section shall include the furnishing of all labor, materials and equipment required to complete the "preconstruction" soils treatment under and adjacent to structures to provide a uniform toxic barrier in all routes of termite entry.

1.02 PROTECTION

Allow no disturbance of treated soil between application of poison and pouring of concrete.

1.03 GUARANTEE

- a. Furnish to Owner a written five (5) year warranty against subterranean termites.
- b. Warranty shall cover against invasion or propagation of subterranean termites, damage to building or building contents caused by termites; repairs to building or building content so caused.
- c. Areas of infestation appearing within the warranty period shall be retreated at no additional cost to the Owner.
- d. Areas of damage of building or building contents shall be repaired at no additional cost to the Owner for both material and labor to a maximum cost of \$5,000.00 per each building location.
- e. Make an inspection of the Work once each year at no additional cost to the Owner for a total period of 5 years following date of Notice of Completion for the purpose of detecting termite infestation.
- f. If termite infestation is found during that 5 year period, retreat according to prevailing practices of the trade within 10 days after such infestation is discovered.
- g. Owner reserves the right to renew warranty for an additional 5 years. Contractor shall provide the Owner with a proposal prior to beginning work for the cost of the additional 5 year warranty for the Owners review and comments.

PART 2 PRODUCTS

2.01 MATERIALS

Apply one of the following chemicals as a water emulsion at concentrations and volume specified. If impervious soils make a reduction in volume of solution necessary, increase percentage of toxicant used in proportion to insure same amount of insecticide be used per linear or square foot.

Demon TC, as manufactured by Zeneca
Premise

Dominion

Equal as approved by Architect. See Div. 00, Section 10, Article 19.

PART 3 EXECUTION

3.01 APPLICATION

- a. Apply in strict conformance with the manufacturer's recommendations.
- b. All termite control must be performed by a state licensed structural pest control company.

3.02 APPLICATION RATES

- a. Surface Preparation:
 - 1. Remove foreign matter which could decrease effectiveness of treatment on areas to be treated. Loosen, rake, and level soil to be treated, except previously compacted areas under slabs and foundations. Toxicants may be applied before placement of compacted fill under slabs, if recommended by toxicant manufacturer.
- b. Apply in accordance with manufacturer's recommendation.
- c. Apply under all building pads, footings and areas within 2'-0" of buildings.
 - 1. Allow not less than 12 hours for drying after application before beginning concrete placement or other construction activities.
- d. Apply to substrate immediately prior to the installation of the membrane vapor barrier to avoid losses due to evaporation.
 - 1. When substrate is crushed rock fill applied below membrane vapor barrier, apply additional treatment to soil prior to installation of fill.
- e. Footing trenches shall be treated not more than 24 hours prior to concrete pour.
- f. Treat critical locations such as utility footing penetrations and expansion joints with linear treatment at the manufacturer's recommended rate.
 - 1. Treat inside of utility trenches for a minimum of 48" beyond the building pad.
- g. Reapply soil treatment solution to areas disturbed by subsequent excavation or other construction activities following application.
- h. Take precautions to protect adjoining property and areas designated for planting.
- i. Application Rates shall be as follows unless otherwise specified or approved by the Architect:
 - 1. One gallon per 10 sq. ft. as overall treatment under slab and attached porches.
 - 2. 4 gallons per 10 lin. ft. along inside and outside of exterior foundation walls, and around utility services and other features, that will penetrate slab.
 - 3. 2 gallons per 10 lin. ft. in voids of unit masonry foundation walls or piers.

END OF SECTION
10/3/2013

VEGETATION CONTROL

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

The work of this Section shall include the furnishing of all labor, materials and equipment required to complete the sterilization to prevent seed germination and plant growth, under paving, sidewalks and other areas indicated on the drawings.

1.02 PROTECTION

Take necessary precautions to protect adjoining property and areas designated for planting on building site.

1.03 Certification

No products shall be sprayed or spread unless the applicator has been licensed and certified by the State of California to disperse product specified in this section or approved by the State of California for the intended use.

PART 2 PRODUCTS

2.01 Materials:

- a. Contractor shall submit State of California approved product for weed eradication

PART 3 EXECUTION

- 3.01 Apply in accordance with the manufacturer's recommendation, state and federal guidelines.

END OF SECTION
05/15/2008

ASPHALTIC CONCRETE

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL**1.01 SCOPE OF WORK**

The work of this Section shall include all labor, material, equipment, and appliances required to complete all the work shown on the drawings and/or specified hereunder.

1.02 WORK INCLUDED

- a. Rolling and preparing the finish sub-grade to receive asphaltic concrete.
- b. Laying of aggregate base and paving with asphaltic concrete of all areas as indicated on the drawings.
- c. Redwood header boards around the areas to be paved with asphaltic concrete unless otherwise noted.
- d. Fog seal.

1.03 RELATED WORK

- a. Vegetation control is specified under Section 32 05 13.02.
- b. Finish grading is specified under Earthwork, Section 31 20 00; however, rolling preparation of finish grade under asphalt paving is part of this contract.

1.04 GUARANTEE

In addition to the guarantee as specified elsewhere in these Specifications, this Contractor shall repair or restore to first class condition any portion of the asphaltic concrete paving in which creeping, shoving, cracking, raveling, softening or other defects that are due to improper placing or defective materials that appear or become apparent within one (1) year from the date of acceptance.

PART 2 PRODUCTS**2.01 MATERIALS**

- a. Hot-Mix Asphaltic Concrete, Type "B", uniformly graded aggregate to 1/2" maximum medium grading, graded as per State of California Division of Highways, Standard Specifications Section 39 and intimately mixed with 5 - 6-1/2% Asphalt. Asphalt shall be Performance Grade PG64-10. No R.A.P. (Reclaimed Asphalt Pavement) shall be used.
- b. Redwood: All heart foundation grade redwood.
- c. Redwood Headers: 3x6 redwood.

- d. Aggregate Base: Class 2, 3/4" aggregate graded as per State of California Division of Highways, Standard Specifications, Section 26.
- e. Fog Seal: Asphalt emulsion SS-1/SS-1h mixed with water 1:1.

PART 3 EXECUTION

3.01 INSPECTION

- a. Verify gradients and elevations of sub base are correct.
- b. Beginning of installation means acceptance of substrate.

3.02 TOLERANCES

- a. Flatness: Maximum variation of 1/4 inch, measured with 10-foot straight edge.
- b. Compacted Scheduled Thickness: Within 1/4 inch of design thickness.
- c. Variation from True Elevation: Within 1/2 inch.

3.03 INSTALLATION

- a. Preparation of Grade: All base over which asphaltic concrete is to be placed shall be rolled with a three (3) to five (5) ton roller, making seven (7) passes over all of the areas to receive asphaltic concrete.
- b. Paving for Vehicular Traffic: Asphaltic concrete and aggregate base shall be placed to thicknesses shown on the plans. Asphalt concrete shall be placed and compacted in accordance with Section 39 and base material shall be spread and compacted in accordance with Section 26 of the State of California, Division of Highways Standard Specifications. The finish shall have no variations greater than one-quarter inch (1/4") in ten feet (10'-0") and the texture of finish shall be uniform and at a maximum density for the type of aggregate used.
- c. Header boards: Unless otherwise noted, place redwood header boards around the areas to be paved with asphaltic concrete. To secure the header boards, use 1" x 4" x 1'-6" long redwood stakes at four feet (4'-0") on center.
- d. Fog Seal: Spray the entire area after the paving is completed at a rate of approximately 0.1 gallon per square yard as per Section 37 of the State specifications.

3.04 GENERAL REQUIREMENTS

- a. Layout of Work: This contractor shall lay out his work and be responsible for the accuracy of the measurements.
- b. Cooperation: This contractor shall cooperate with the other trades in establishing the time of commencing and completing the work of this section.
- c. Approvals: The material source from which asphaltic concrete is procured shall be approved by the Architect.

- d. Protection of Other Work: Care shall be taken to prevent damage to existing property, concrete slabs and to any of the new work performed under the contract and shall make good any damage resulting from this operation.
- e. Inspection of Site: This contractor shall be held to have examined the site and satisfied himself to the existing conditions and the conditions under which he will be obliged to operate.

END OF SECTION
05/15/2008

CONCRETE PAVING

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL

1.01 WORK INCLUDED

- a. Site concrete paving, Chain-link fence foundation, including sidewalks.
- b. Curbs, gutters.

1.02 RELATED SECTIONS

- a. Site grading
- b. Asphalt concrete paving
- c. Landscaping
- d. Reinforcing steel
- e. Sewerage and drainage (storm sewer)

1.03 QUALITY ASSURANCE

- a. Comply with the latest publications for materials and operations of the following:
 - 1. The American Society for Testing and Materials (ASTM).
 - 2. American National Standards Institute (ANSI).
 - 3. The American Concrete Institute (ACI).
 - 4. The American Welding Society (AWS).
 - 5. Portland Cement Associations (PCA).
 - 6. State Building Codes.
 - 7. State of California, Department of Transportation (CALTRANS) Standard Specifications, latest edition.
- b. Certify in writing that Contractor has not less than five years experience in the field of providing specified finishes.
- c. Perform work specified herein under the personal and constant supervision of a competent construction superintendent experienced in this class of work.
- d. Provide slump tests for checking consistency of concrete mixture shall be made in accordance with ASTM C-143.
- e. Pay for any and all re-inspection, re-testing, re-design required due to the failure of concrete to meet requirements.

- f. For additional reference information, consult Portland Cement Association booklet; Cement Mason's Guide to Building Concrete Walks, Drives, Patios, and Steps.
- g. All concrete work: True to lines and grade as indicated on the drawings. Be responsible for proper drainage, without birdbaths, on all concrete paving surfaces. Bring discrepancies or omissions on drawings, or conditions on the site, which prevents proper drainage to the attention of the Architect in writing for corrections before work proceeds.
- h. All Construction: Conform to current applicable codes and ordinances.
- i. Coordinate placement of embedded items to avoid block-outs and cutting in finished work.

1.04 SUBMITTALS

- a. Submit manufacturer's certification that materials meet specification requirements.
- b. Submit concrete mix design.

1.05 PACKAGING, DELIVERY, STORAGE AND HANDLING

- a. Deliver packaged materials in manufacturer's original, unopened containers bearing manufacturer's name and brand.
- b. Protect materials delivered against inclusion of foreign matter.
- c. Store materials in dry location and protect against water.

1.06 JOB CONDITIONS

- a. Inspection:
 - 1. Examine areas for conditions under which work is to be performed. Report in writing to Architect all conditions contrary to those shown on the drawing or specified herein and all other conditions that will affect satisfactory execution of work such as improperly constructed substrates or adjoining work. Do not proceed with work until unsatisfactory conditions have been corrected.
 - 2. Start of work constitutes acceptance of the conditions under which work is to be performed. After such acceptance, be responsible for correcting all unsatisfactory and defective work resulting from such unsatisfactory condition at own expense.
- b. Do not start work until temperature is at least 50 degrees F and rising, or if rain is predicted within eight hours.
- c. Owner will select a qualified testing laboratory to take samples for testing during the course of the work as considered necessary. Cost of such test will be paid for by Owner. Cooperate in making tests and be responsible for notifying the designated laboratory in sufficient time to allow taking of sample at time of placement.

- d. If test shows that concrete is below specified strength, remove all such concrete, as directed by Architect. Pay for removal of low strength concrete and its replacement with concrete of proper specified strength and testing.

PART 2 PRODUCTS

2.01 MATERIALS

- a. Cement: Shall conform to ASTM C-150, Type II, low alkali.
- b. Concrete: Shall be 2500 psi, Class B, 5.25 sack mix unless otherwise indicated; conforming to Section 90 of the State Standard Specifications.
- c. Aggregate: Shall be 1 inch maximum, conforming to ASTM C-33.
- d. Water/cement ratio: Shall not exceed 7.6 gals. /sack cement.
- e. Reinforcing: Shall conform to ASTM A-615, Grade 40, deformed bars, or smooth dowels. Smooth Dowels shall be use at expansion joints.
- f. Curing Compound: Shall conform to AASHTO Des. M148, Type 2, Class A, white pigmented, except the loss of water in the water retention test should not exceed 0.04 grams per square centimeter of surface.
- g. Preformed Joint Filler: Shall conform to ASTM D-1751 or ASTM D-994, 1/2 inch thick unless otherwise indicated.
- h. Water: Shall be clean and free from deleterious acids, alkali, oil, and organic matter, and shall be potable.
- i. Slump: Maximum slump shall be 4", conforming to ASTM C-143.
- j. Form Release: Shall be a 100% chemically reactive release agent conforming to Corps of Engineers CEGS-03300, Section 10.8. Form oil, diesel oil or kerosene not allowed.
- k. Dowels at Expansion Joint: Shall be installed with "Speed-Dowel" by Sika-Green streak #PSD09/#4 TX or approved equal.
- l. Dowels at (E) Concrete: Shall be installed with Speed-Load by Sika-Green Streak #PSD 1/2 x SLT or approved equal.

PART 3 EXECUTION

3.01 SUBGRADE PREPARATION

- a. Subgrade for the curb, gutter, fire-lane, valley-gutters, concrete paving, and sidewalks: Grade to plus or minus 0.1 feet. Compact all subgrade on which concrete is to be placed to a depth of 6 inches to a relative compaction of 90 percent prior to placing of any concrete.
- b. Protect the subgrade from damage after the preparation has been completed. This contractor shall be responsible for all additional fine grading as required.

- c. Test the completed subgrade for grade and cross section by means of a template supported on side forms. Wet the subgrade and forms thoroughly, immediately in advance of placing concrete.

3.02 FORMS

- a. Forms: Shall be smooth on the side placed next to the concrete, with a true smooth upper edge, and rigid enough to withstand the pressure of fresh concrete without distortion.
- b. All forms shall be thoroughly cleaned and coated with form release to prevent the concrete from adhering to them. Depth of face forms for concrete curbs, equal to the full-face height of the curb.
- c. Carefully set forms to alignment and grade; conform to the required dimensions. Hold forms rigidly in place by stakes. Brace at 12" o.c. at plywood (5/8" min.) forms and 24" o.c. at 2x forms. Use clamps, spreaders and braces where required to insure rigidity in the forms.
- d. Do not remove the form on the front of curbs in less than one hour nor more than six hours after the concrete has been placed. In no event shall forms be removed while the concrete is sufficiently plastic to slump. Do not remove side forms for gutters and sidewalks in less than 12 hours after the finishing has been completed.

3.03 CURB AND GUTTER CONSTRUCTION

- a. Expansion joints 1/2 inch wide shall be constructed in curbs and gutters at 30-foot intervals, at each side of structures and at the ends of curb returns. Expansion joints shall be filled with pre-molded joint filler conforming to the provisions in State Standard Specifications, Section 51-01.12C, "Premolded Expansion Joint Fillers". Expansion joint filler shall be shaped to the cross section of the curb and gutter. Reinforcing Dowels shall be smooth. Contraction joints shall be constructed at 10-foot maximum spacing. Cut contraction joints minimum 1-1/4 inch deep with a jointing tool after surface has been finished. Joints shall be constructed at right angles to the curb lines. Concrete shall be placed and compacted in forms without segregation.
- b. Prior to the removal of the forms, the surface shall be finished true to grade by means of a straightedge float, not less than 10 feet in length, operated longitudinally over the surface of the concrete. Form clamps shall be so constructed as not to interfere with the operation of this float.
- c. Immediately after removing the front curb forms, the face of the curb shall be troweled smooth to the flow line of the integral curb and gutter, and then finished with a steel trowel. The top shall be finished and the front and back edges rounded as shown on the plans.
- d. After the face of the curb has been troweled smooth, apply a final fine brush finish with brush strokes parallel to the line of the curb. Give gutters a broom finish with strokes parallel to the line of the gutter.
- e. Top and face of the finished curb: Shall be of uniform width, free from humps, sags, or other irregularities. When a straightedge 10 feet long is laid on the top of face of the curb or on the surface of gutters, the surface shall not vary more

than 0.01 foot from the edge of the straightedge, except at grade changes or curves.

- f. Depress curbs to provide entrances for driveways and wheelchair ramps. The entrances shall be of the dimensions shown on the plans.
- g. Clean, at own expense, all discolored concrete. The concrete may be cleaned by abrasive blast cleaning or other methods approved by the Architect.
- h. Make repairs by removing and replacing the entire unit between scoring lines or joints.

3.04 VALLEY GUTTER, CONCRETE PAVING MOW STRIPS AND SIDEWALKS

- a. Fresh concrete shall be struck off and compacted until a layer of mortar has been brought to the surface. The surface shall be finished to grade and cross-section with a float, troweled smooth and finished with a broom. The float shall not be less than 10 feet in length and not less than 6 inches in width. Brooming shall be transverse to the line of traffic and, if water is necessary, it shall be applied to the surface immediately in advance of brooming. Test all valley gutters to prove conformance with Article 3.03 e.
- b. Expansion joints 1/2 inch wide shall be constructed at all turns and opposite expansion joints in adjacent curb. Where curb is not adjacent, expansion joints shall be constructed at intervals of 30 feet. Expansion joints shall be filled with pre-molded joint filler conforming to the provisions in Section 51-1.12c, "Premolded Expansion Joint Fillers". Contraction joints shall be constructed at 10-foot maximum spacing. Cut contraction joints minimum 1-1/4 inch deep with a jointing tool after surface has been finished.
- c. Where concrete borders are to be placed around or adjacent to manholes, drop inlets, or other miscellaneous structures in gutter depressions, island paving, or driveway areas, such structures shall be constructed to final grade before the borders are constructed.

3.05 CONCRETE FINISHES

Broom Finish: Texture with medium broom finish to produce a uniform, non-skid (broom) finish on all surfaces with less than a 6% slope. Texture shall be a heavy broom finish on all surfaces with greater than 6% slope.

3.06 CONCRETE CURING

- a. Spray the entire surface of the concrete uniformly with a white pigmented curing compound. Should the film of compound be damaged from any cause before the expiration of 72 hours, repair the damaged portions immediately with additional compound.
- b. Surface so newly placed concrete to be cured by the pigmented curing compound shall be kept moist or wet until the curing compound is applied and the curing compound shall not be applied until all patching or surfacing finishing has been completed.
- c. The curing compound shall be delivered to the work in ready-mixed form. At the time of use, the compound shall be in a thoroughly mixed condition with the

pigment uniformly dispersed throughout the vehicle. The compound shall not be diluted or altered in any manner.

- d. Curing compound that has become chilled to such an extent that it is too viscous for satisfactory application shall be warmed to a temperature not exceeding 100 degrees F.
- e. Apply the curing compound to the exposed surface at a uniform rate of one gallon per 150 square feet of area.

3.07 CLEAN UP

- a. Upon completion of other work in buildings, all concrete paving surfaces shall be swept clean and all mortar and stains removed therefrom.
- b. The Contractor shall remove from the premises all surplus material, equipment, and debris as a result of work in this Section.

END OF SECTION
11/30/2022

PARKING BUMPERS

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

- a. Work Included: Provide precast concrete wheel stop parking bumpers where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

1.02 QUALITY ASSURANCE

- a. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.03 PRODUCT HANDLING

Comply with pertinent provisions of Div. 00 Section 10.

PART 2 PRODUCTS

2.01 WHEEL STOPS

- a. Provide precast concrete wheel stops with a minimum of 2 #3 reinforcing bars, full length of unit. Bumpers shall be cured not less than 28 days and shall have a minimum compressive strength of 3800 psi.

2.02 APPROVED MANUFACTURERS

- a. Arrow Parking Lot Service, Los Angeles, CA.
- b. Concrete Specialties Co., Azusa, CA.
- c. Or Equal, See Div. 00 Section 10, Article 19.

PART 3 EXECUTION

3.01 SURFACE CONDITIONS

- a. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the work. Do not proceed until unsatisfactory conditions are corrected.

3.02 INSTALLATION

- a. Carefully coordinate the arrangement of wheel stops with the layout of parking stalls and traffic aisles, providing proper angle to engage wheels and proper location to prevent overtravel of vehicles.
- b. Fix the wheel stops into final position with (2) 3/4" ø rods driven at least 24" into paving and sub-base.
- c. Upon completion of the installation, visually inspect each installed wheel stop, verify that it is in perfect condition, and properly set.
- d. Promptly remove units, which are cracked, chipped, spalled, or otherwise, damaged, and replace with new units meeting the specified requirements.

END OF SECTION
11/18/2011

CHAIN LINK FENCES AND GATES

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL

1.01 SCOPE OF WORK

The work of this Section shall include all labor, material, equipment and appliances and required to complete the fencing indicated on the drawings and specified herein.

1.02 WORK INCLUDED

- a. All chain link fencing, posts, headrails, braces, fittings, fabric, hardware and gates.
- b. Excavation and concrete footings for chain link fence work.
- c. Privacy slats for fences and gates.

1.03 RELATED WORK

Concrete design and concrete mow strips - see Section 03 10 00.

1.04 GENERAL REQUIREMENTS

- a. **Workmanship:** Only skilled workmen experienced in their respective trades and work shall be employed. All work shall be performed in a first-class workmanlike manner and shall be subject to the approval of the Architect.
- b. **Measurements:** The contractor shall take measurements of the building site and verify the dimensions indicated on the drawings.
- c. **Completeness:** The contractor shall furnish and install all appurtenances required to give a complete and satisfactory fence.
- d. **Responsibility:** The contractor shall be responsible for properly locating the fence within the property lines.

PART 2 PRODUCTS

2.01 ACCEPTABLE MANUFACTURERS

- a. MASTER-HALCO
- b. USA Industries, (801) 972-5124
- c. **Substitutions:** See Div.00, Section 10, Article 19, whenever any material is specified by name and/or number thereof, such specifications shall be deemed to be used for the purpose of facilitating a description of the materials and establishing quality, and shall be deemed and construed to be followed by the words "or approved equal". No substitution will be permitted which has not been submitted for prior approval by the Architect. All materials shall be new and the

best of their class and kind and free of visible defects. Sufficient descriptive literature and/or samples must be furnished for any materials submitted as "equal" substitutes. All materials shall be guaranteed for a period of one (1) year against material defects and workmanship.

2.02 MATERIALS

- a. Chain Link Fencing: Shall be 6'-0" high typically or as indicated on drawings.
 - (1) Fabric shall be "Galv-After" chain link wire heavily zinc coated (galvanized) by the hot-dip process AFTER WEAVING full heights as shown on plans. Fabric shall be made of No. 9 gauge class one (1) coated wire with 2" mesh and 1.202/ft. zinc coating.
 - (2) Tensile Strength Test: The wire pickets of which this fabric is made is to stand a tensile strength test of 70,000 pounds per square inch based on the cross sectional area of the galvanized wire.
 - (3) Galvanizing Test: Chain link fabric to comply with ASTM A239.
- b. Posts shall conform to Table 1. Length of posts shall be compatible with the specified fence height, or shall be as detailed. The term "Terminal posts" shall apply to end, corner, and pull posts. The term "Line posts" is defined as the vertical posts installed between terminal posts. The term "Gate posts" shall apply to the post supporting the weight of the gate.

TABLE 1

Post Type	Fabric Heights	Size	Weight (lb./l.f.)
Terminal	6 ft. or less	2.875" o.d.	5.79
	6'-1" to 12'-0"	4" o.d.	9.11
	Over 12'-0"	6.625" o.d.	18.97
Line	12'-0" or less	2.375" o.d.	3.65
	Over 12'-0"	2.875" o.d.	5.79
	Gate Leaf Widths	Post Size	
Gate	6'-0" or less	2.875" o.d.	5.79
	6'-1" to 13'-0"	4" o.d.	9.11
	13'-1" to 18'-0"	6.625" o.d.	18.97
	18'-1" to 23'-0"	8.625" o.d.	28.55
Sliding Gate	Varies	Same as terminal post	

- c. Line Posts: Shall be hot-dip galvanized, Class I steel pipe, Grades A and B, 1.2 oz. zinc-coated, Schedule 40, per ASTM A-120. See Table 1 for pipe diameter and weights for applicable heights.
- d. End, Corner, Pull and Gate Posts: Shall be hot-dip galvanized, Class I steel pipe, Grades A and B, 1.2 oz. zinc-coated, Schedule 40, per ASTM A-120. See Table 1

for pipe diameter and weights for applicable heights. Install corner posts at the beginning and at all ends of all radii.

- e. Depth and Setting of Posts: All posts shall be set three feet (3') min. in concrete footings. Concrete base shall be 39" deep x 10" diameter for line posts and 39" deep x 14" diameter for end/gate posts, unless otherwise noted. The cement shall extend three inches (3") below bottom of all posts.
- f. Top and Bottom Rails and Bracing: Shall be hot-dip galvanized pipe (1.66") o.d., weight 2.27 pounds per linear foot. Attach fabric to top rail with 13 ga. annealed galvanized wire, double wrapped at 12" o.c.
- g. Post Tops: Shall be hot-dip galvanized. All posts fitted with heavy ornamental tops.
- h. Fittings: Shall be heavy weight malleable wrought iron or heavy weight pressed steel and shall be hot-dip galvanized. Fabric shall be fastened to end corner and gate posts with 1/4" x 3/4" stretcher bars and not less than 1/8" x 3/4" wide stretch bar bands at one foot (1'-0") center to center.
- i. Fabric Attachment: Fabric shall be fastened to line posts with 9 ga. annealed galvanized wire, single wrapped approximately at eighteen inch (18") centers minimum 5 per post.
- j. Gates: Gate frames to be made of hot-dip galvanized pipe (1.90") o.d., weight 2.72 pounds per linear foot. Gate corners shall be welded. Fabric to be same as in fence. Gates to be complete with heavy weight malleable iron hinges and catches. Single gate to have a fork latch with padlock attachment, double gates shall have drop-bar with gate holdbacks.
- k. Rolling Gates: Supply 6" round wheels with two (2) (1.66") o.d. rail track on the side of the fence.
- l. Concrete: See Section 03 10 00.
- m. Latches: Shall be fork-latch type and attachments for padlock locking on all gates.
- n. Finish: All materials entering into the construction of this fence shall be heavily hot dip galvanized.
- o. Tension Wire: Shall be 7 ga. coil spring class III steel wire, 1.2 oz. zinc coated attached to fabric with 9 ga. hog rings at 24" o.c.
- p. Privacy slats:
 - (1) All slats shall be manufactured from a combination of color pigments, quality high density virgin polyethylene and ultraviolet inhibitors.
 - (2) Color, provide minimum 6 color choices. Color to be selected by Architect.
 - (3) Provide 25 years limited warranty against color fading, breakage of slats and locking channel under normal climatic extremes.
 - (4) Installation of privacy slats per manufacturer instructions.

PART 3 EXECUTION

3.01 EXAMINATION AND VERIFICATION OF DRAWINGS AND SITES

It shall be The Contractor's responsibility to report to the Architect any deviations between the drawings, specifications and the site. Failure to do so prior to the installing of equipment, shall be done at The contractor's expense.

3.02 ORDINANCES AND REGULATIONS

All local, municipal and state laws and rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these specifications and their provisions shall be carried out by the contractor. Anything contained in these specifications shall not be construed to conflict with any of the above rules and regulations or requirements of same. However, when these specifications and/or drawings call for or describe materials, workmanship or construction of a better quality, higher standard or larger size, specification and/or drawings shall take precedence over the requirements of said rules and regulations.

3.03 INSTALLATION

- a. Headrails and top of fabric shall be level and true to line.
- b. Posts shall be spaced not over ten foot (10'-0") centers or where shown on plans.
- c. Fencing shall stair-step up or down retaining walls, grades, curbs, etc., in a level, perpendicular and satisfactory fashion.

3.04 CLEAN UP

All excess soil, debris, rubbish, etc., which results from work performed under this section shall be cleaned up and removed from the site. It shall be legally disposed of off site.

END OF SECTION
10/17/2022

IRRIGATION

DIVISION 00 AND 01 ARE A PART OF THIS SECTION

Part 1 - General

1.01 Description of Work

- A. All labor, materials, tools and the transportation and performance of all the work required as indicated on the Drawings and Specifications and reasonably incidental to:
 - 1. Connection to water supply (meter and backflow device installed by others).
 - 2. Irrigation mains, laterals and couplings.
 - 3. Automatic controllers and wiring.
 - 4. Electric control valves.
 - 5. Sprinkler heads and swing joints.
 - 6. Quick coupler valves.
 - 7. Gate valves.
 - 8. Valve boxes.
 - 9. All related trenching and backfilling.

1.02 Related Work

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division O and Division 1 Specification Sections, apply to work of this Section.

1.03 Quality Assurance

- A. Examine all sections of Specifications and Drawings for Work related to this Section.
- B. Install irrigation system in accordance with all applicable codes and regulations. Installer shall have had considerable experience and demonstrate ability in the installation of irrigation systems of specified type(s) in a neat, orderly, and responsible manner in accordance with recognized standards of workmanship.
- C. Contractor shall check static pressure at the irrigation point of connection to the water supply before beginning work and notify Landscape Architect in writing of the pressure available.
- D. Contractor shall notify the Landscape Architect and the Inspector 5 working days in advance when each work phase is ready to be inspected.
- E. Contractor shall provide "As-Built "plans for the irrigation system per the General Conditions and prior to final acceptance of work. In addition, (1) colored coded controller chart bond copy shall be reduced in size, laminated with vinyl film, and placed in the controller enclosure, and two full size mylar copies shall be provided to the Owner.
- F. The Contractor shall maintain continuous power and water supply to all facilities that are directly or indirectly affected by this construction, unless other arrangements are made with the Owner for temporary shut-offs.
- G. The Contractor shall protect the public health, safety and welfare during all phases of the work.
- H. Contractor's price shall include an amount to install ten (10) additional sprinkler heads of each type and two (2) additional valves of each type and size from that quantity shown on the drawings at no additional cost to the Owner. Nozzle changes to accommodate existing conditions shall be provided at no additional cost to the District. All unused additional sprinklers shall be delivered to the District

as spares prior to final payment.

- I. Crew Training for Solvent Weld PVC & Thrust Block Installation:
 - 1. The Contractor shall be required to provide crew members that will install PVC for mandatory training and certification. Contractor shall schedule training a minimum of 10 days prior to the installation of any pipe on the site.
 - J. All meetings, including training, shall be conducted in English. The Contractor shall provide an interpreter, at the Contractors expense, to translate for his/her non-English or poor English speaking representative(s).
- 1.04 Guarantee
- A. Contractor shall provide a one (1) year guarantee from the filing date of the Notice of Completion and Final Acceptance of the Work. Any pipes, valves, heads, planting, and paving, which has settled shall be reinstalled to the proper level at no cost to the District. Completely restore all damaged planting, paving, or other improvements.
- 1.05 Instruction, Training and Support
- A. Provide instruction to the District 's maintenance personnel in the operation and maintenance of the system. All warranties, product data and manuals shall be bound together with 8 1/2" by 11" reduced site irrigation plans showing zones in 9" by 12" black 3 ring binders. Contractor is to provide for one year of on-site technical support and continuing training after the filing date of the Notice of Completion by the District at no additional cost to the District.

Part 2 - Products

2.01 Acceptable Manufacturers

- A. Rainbird Sprinkler Mfg.
- B. Hunter Industries
- C. Netafim
- D. Flomec
- E. Paige
- F. Applied Engineering

2.02 Materials: All materials shall be as indicated on the plan, irrigation schedule and as specified herein.

- A. Piping and Fittings:
 - 1. Polyvinyl chloride pipe:
 - a. ASTM D2241, rigid, unplasticized PVC, extruded from virgin parent material. Provide pipe homogeneous through and free from visible cracks, holes, foreign materials, blisters, wrinkles, and dents.
 - (1) Main line: Schedule 40 PVC.
 - (2) Lateral Lines: Schedule 40 PVC.
 - 2. PVC pipe fittings:
 - a. Fittings for Schedule 40 PVC shall be ASTM D2241 Schedule 40 PVC molded fittings suitable for solvent weld, slip joint Ring Tite seal or screwed connections. Fittings made of other materials are not permitted.
 - (1) Sleeve main and lateral lines below walks and paving.
 - (2) PVC schedule 40 fittings w/ glued joints shall be utilized. The glue manufacturer shall furnish training for landscape contractor. Staff personnel shall be certified and wear a photo ID after receiving training.

- (3) Size slip fitting socket taper to permit a dry unsoftened pipe end to be inserted no more than halfway into the socket. Saddle and cross fittings are not permitted.
- (4) Use male adapters for plastic to metal connections. Hand-tighten male adapters plus one turn with a strap wrench.

- B. Gate Valves: Bronze with non rising stem model as specified on plans. All Gate Valves are to be line size. Each valve shall have its own rectangular valve box. Provide the District with three keys prior to completion
- C. Controller Wires:
1. Shall be solid copper conductors, 600 volt AC, Type UF-AWG, UL approved for direct burial. Common wire to be # 12 AWG size; station wires to be # 14 AWG size, minimum.
 2. Wires shall be placed adjacent to irrigation mains wherever practical within grey schedule 40 PVC conduit throughout the project.
- D. Flow Sensor: Contractor is to connect the flow sensor to the irrigation controller as per manufacturer's recommendations.
- E. Tracer Wire: All water pressure lines to be installed with #12 tracer wire except where control wires are located adjacent to pressure lines.
- F. Utility Marker Tape: Any control wires that do not follow irrigation pipes shall be 24 inches deep and marked with continuous utility marking tape located 6 inches below finish grade.
- G. Solvent: ASTM D2466 recommended by manufacturer of approved pipe.
- H. Controllers – Rainbird LXME with IQ communication cartridge as specified on plans.
1. Each controller shall be installed with a separate common wire. Common wires cannot be shared between controllers.
 2. Locate controllers adjacent to provide power supply as indicated on plans.
- I. Control Valves: Remote Control Valves.
1. Provide valves with pressure regulating feature for all tree bubbler and drip bubbler systems.
 2. Provide identification tag attached to valves indicating valve/station number as shown on drawings. Rainbird valve tags model #VID1Y24
 3. Locate valve boxes a maximum of 2' from curbs or hardscape.
 4. Do not provide swing joints on control valves. At all irrigation valve installations, turn PVC tee from main line to valve 90 degrees so the tee faces to the side. Size to match valve size.
 5. Schedule 80 TOE ("threaded one end") nipples are the only acceptable method of attaching threaded inlet/outlet valves to all irrigation piping and/or fittings. At no time shall SCH 40 male adapters be used on any threaded valves to main lines.
- J. Heads
1. Pop-ups sprays shall be as specified on plans.
 2. All turf heads shall be mounted on triple swing joints.
 3. Specify two deep root watering systems per tree.
 4. Install all turf heads with swing joint assemblies.
- K. Swing Joints:
1. For irrigation Heads:
 - a. 1/2" to 1" KBI Standard Series, Black Marlex - No "O" ring type
 2. For Quick Couplers:

- a. Low/Regulated Pressure Areas – 1" Rainbird TSJ Series
- b. High Pressure Areas – 1" TSJ – PRS Series

- L. Valve boxes: Valve box shall be as specified on plans.
 - M. Quick Couplers: Rainbird 44-LRC brass quick connect coupler disconnect coupling valve – 1" NPT or equal.
- 2.03** Rain Sensor – Automatic Shut Off: Rain Guard Shut Off Device Model as specified on plans.
- 2.04** Valve Tags – Shall be by T. Christy Enterprises, standard size tags, which shall be irrigation yellow color with controller letter and valve numbers hot stamped in black (ie: A-1 for controller A – Valve #1). ID Tags shall be installed prior to the punch list review.
- 2.05** Trenches
- A. Fill to match adjacent grade elevations with approved earth fill material. Place and compact fill in layers not greater than 6" depth. Provide compaction of 95% over main lines where they cross under areas with concrete or AC paving. Compact all other trench backfill to 85%.
 - B. Trench depth shall be minimum 18" deep for pressure lines. Lateral lines shall be a minimum of 12" deep. Under paving trench depth shall be a minimum of 24" deep. Maintain 12" of horizontal clearance between lines of other trades.
- 2.06** Thrust Blocks
- A. Thrust Blocks sizes and dimensions shall be based on "Thrust Form Systems" charts for 2000 lb/ft² Soil Bearing Capacity at 150 psi.
- 2.07** Fertilizer Proportioning System (Fertigation)
- A. Provide Fertigation System on irrigation system to water landscape areas.
 - B. The proportioner shall be an EZ-FLO Fertilizing System or approved equal. It shall be a pressurized, non-mechanical system that operates exclusively on the differential pressure created by water flowing past inlet and outlet ports to the system storage tank. It shall require no moving parts to create fertilizer flow from the tank to the irrigation line. Even metering shall be accomplished by creating a layering process inside the tank which separates incoming water from the fertilizer solution without requiring an internal bladder. Water entering the tank shall be directed to both the top of the tank and bottom of the tank to provide even metering and adequate agitation to accommodate the use of either liquid or water soluble non-hazardous fertilizers and supplements. The system shall be connected with flexible tubing and provide for easy disconnection and reconnection for subsequent removal and refill.
 - C. The proportioning rates shall be adjustable from 400:1 to 15,000:1 and automatically adjust to changes in water pressure and water flow without the use of electronic meters and/or control valves.
 - D. The system shall be constructed of materials conforming to a minimum of schedule 40 PVC.

Part 3 – Execution

3.01 Inspection

- A. Examine final grades and installation conditions. Do not start irrigation system work until unsatisfactory conditions are corrected.

3.02 Preparation

- A. Layout and stake the location of each pipe run and all sprinkler heads and sprinkler valves. Obtain Landscape Architect's acceptance of layout prior to excavating.
- B. Strip sod for pipe trenches with a mechanical sod stripper uniformly 1" to 1-1/2" thick with clean cut edges.
- C. Place sleeves as indicated for installation of piping and conduit for control wires.

3.03 Installation

- A. Excavating and backfilling:
 - 1. All excavation shall be considered unclassified excavation and include all materials encountered.
 - 2. Excavate trenches to depth and width indicated on drawings to permit proper handling and installation of pipe and fittings.
 - 3. Fill to match adjacent grade elevations with approved earth fill material. Place and compact fill in layers not greater than 6" depth.
 - 4. Provide compaction of 95% over main lines where they cross under areas with concrete or AC paving. Compact all other trench backfill to 90%.
 - 5. Replace stripped sod in sufficient time to allow for satisfactory sod recovery and growth. Water stripped and reinstalled sod until irrigation system is placed in operation.
 - 6. Replace paving of same materials, using joints and patterns to match existing adjoining paving surfaces.
- B. Plastic Pipe:
 - 1. Install plastic pipe in accordance with manufacturer's installation instructions. Provide for thermal expansion and contraction.
 - 2. Saw cut plastic pipe. Use a square-in sawing vice, to insure a square cut. Remove burrs and shavings at cut ends prior to installation.
 - 3. Make plastic-to-plastic joints with solvent weld joints for slip seal joints. Use only solvent recommended by the pipe manufacturer. Install plastic pipe fittings in accordance with pipe manufacturer's instructions. Contractor shall make arrangements with pipe manufacturer for all necessary field assistance.
 - 4. Make plastic to metal joints with plastic male adapters.
 - 5. Make solvent weld joints in accordance with manufacturer's recommendations.
 - 6. Allow joints to set at least 24 hours before pressure is applied to the system.
 - 7. Maintain pipe interiors free of dirt and debris. Close open ends of pipe by acceptable methods when pipe installation is not in progress.
- C. Sprinklers, fittings, valves, and accessories:
 - 1. Install fittings, valves sprinkler heads, risers and accessories in accordance with manufacturer's instructions, except as otherwise indicated.
 - 2. Set sprinkler heads perpendicular to finished grade and 2 inches from pavement edge, except as otherwise indicated. Nozzle changes shall be made at no cost to the District.
 - 3. Obtain Landscape Architect's review and acceptance of height for proposed sprinkler heads and valves prior to installation.
 - 4. Locate sprinkler heads to assure proper coverage of indicated areas. Do not exceed sprinkler head spacing distance indicated.
 - 5. All turf heads should be mounted on triple swing joints.

6. Install controller(s) as detailed.
 7. Install in-ground control valves in a valve access box as indicated.
 8. Install valve access boxes on a suitable base of gravel to provide a level foundation at proper grade and to provide drainage of the access box.
 9. Seal threaded connection on pressure side of control valves with Teflon tape or approved plastic joint type compound.
- D. Quick Coupling Valves
1. Install quick-coupling valves with an adjustable triple swing joint riser by Rainbird or Lasco.
 2. Install in valve boxes with the top flush with the finish grade, 2 inches from the pavement and heads. Furnish 3 valve keys with inverted hose bibbs and 3 swivel hose ells to the IOR along with the required spare irrigation parts prior to substantial completion.
- E. Control Wiring:
1. Install control wire in the piping trenches wherever possible.
 - a. Place control and common wires within grey sch 40 conduit in trench adjacent to irrigation mainline pipe as per installation detail.
 - b. Install wire with slack to allow for thermal expansion and contraction.
 - c. Expansion joints in wire to be provided at 200-foot intervals by making 5-6 turns of the wire around a piece of 1/2" pipe instead of slack.
 - d. Where necessary to run wire in a separate trench, provide a minimum cover of 18" as detailed.
 2. Provide sufficient slack at site connections at remote control valve in control boxes and at all wire splices to allow raising the valve bonnet or splice to the surface without disconnecting the wires when repair is required.
 3. Connect each remote control valve to one station of a controller except as otherwise indicated.
 4. Connect each remote control valve to a common ground wire system independent of all other controllers.
 5. Make wire connection to remote control electric valves and splices of wire in the field, using wire connectors and sealing cement in accordance with manufacturer's recommendations.
 6. Provide tight joints to prevent leakage of water and corrosion build-up on the joint.
 7. Wire splices shall only be made in accessible valve boxes.
 8. Utilize sleeves for installation of the irrigation system where indicated on drawings.
 9. Provide new sleeves for all locations where existing sleeves are not indicated. Install new sleeve prior to paving installation wherever possible.
 10. Remove and replace existing concrete and asphalt surfaces where cutting is necessary. Obtain District's and Architect's permission before cutting existing concrete and asphalt.
- F. Flushing, testing, and adjustment:
1. After sprinkler piping and risers are installed and before sprinkler heads are installed, open control valves and flush out the system with full head of water.
 2. Perform system testing upon completion of each section. When main line installation has been completed, pressurize to 125 pounds for a period of 6 hours. Inspector and Landscape Architect shall observe test. Make necessary repair and re-test repaired sections as required.
 3. Adjust sprinklers after installation for proper and adequate distribution of the water over the coverage pattern. Adjust for the proper arc of coverage.
 4. Tighten nozzles on spray type sprinklers after installation. Adjust sprinkler adjusting screw on lateral line or circuit as required for proper radius.

Interchange nozzles patterns as directed by the Landscape Architect, to give best arc of coverage.

5. Adjust all electric remote control valve pressure regulators and flow control stems for system balance and optimum performance.
6. Test and demonstrate the controller by operating appropriate day, hour, and station selection features as required of each season per Service section below.

3.04 Disposal of Waste Material

- A. Stockpile, haul from site, and legally dispose of waste materials, including unsuitable excavated materials, rock, trash, and debris.
- B. Maintain disposal route clear, clean, and free of debris.

3.05 Acceptance

- A. Test and demonstrate to the Landscape Architect and District satisfactory operation of the system free of leaks.
- B. Instruct the District 's designated personnel in the operation of the system, including adjustment of sprinklers, controller(s), valves, pump controls, and moisture sensing controls.
- C. Upon acceptance the District will assume operation of the system.
- D. All record documents must be approved and submitted prior to final payment per the General Conditions.

3.06 Cleaning

- A. Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from irrigation system installation.
- B. Extreme care shall be taken by the landscape contractor when backfilling of trenches. They shall be left flush with the existing surrounding soil level. Tamp soil and rake level to make level bed for turf to re-establish.

END OF SECTION
05/09/2023

SODDING

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

Part 1 – General

1.01 Summary

A. Description of Work

1. All labor, materials, tools and the transportation and performance of all work required as per specifications
 - a. Place and rototill soil amendments
 - b. Prepare subgrade to receive soil amendments
 - c. Rake and level by fine grading to plans
 - d. Certification of existing grades
 - e. Install sod
 - f. Maintenance
 - g. Guarantee
 - h. Clean up of site

B. Related Work

1. General and supplemental conditions
2. Irrigation
3. Grading

1.02 Delivery, Storage and Handling

- A. Sod shall be delivered and installed within 24 hours of harvest at anytime of the year. Sod not installed within this period shall be inspected and approved by the Landscape Architect or the owner's representative prior to its installation.
- B. Sod strength shall be such that the sod rolls on slabs may be handled, lifted and moved w/o substantial breaking or tearing.
- C. Substitutions will not be permitted unless specified sod is not available. Any substitutions require the approval of the Landscape Architect.

1.03 Project Conditions

- A. Notify Landscape Architect at least 7 working days prior to start of installations operations.
- B. Contractor shall verify actual site conditions and report any discrepancies between the plans and actual conditions to the District and stop doing any work in areas to be sodded.
- C. Protect existing utilities, paving and other facilities from damage caused by sod installation operations.
- D. Perform sod installation work only after planting or other work affected ground surface has been completed
- E. Restrict and redirect all foot traffic from new grass before it is established by staking with colored tape, to indicate new sodded areas.
- F. At the completion of grading the Contractor shall install the irrigation system prior to installation of sod.

1.04 Quality Control

- A. Contractor is to be fully informed regarding the management and control of fugitive dust and shall comply with all current San Joaquin Valley Air Pollution Control District "Visible Dust Emissions" (VDE) requirements.
- B. Additionally, protect storage piles and bulk materials as required to comply w/VDE requirements.
- C. Contractor shall be a licensed C-27 Landscape Contractor and shall have a minimum of five years experience.

1.05 Warranty

- A. Provide a uniform stand of grass by watering, mowing and maintaining sod areas until final acceptance.
 - 1. Replace sod areas with specified materials which fail to provide a uniform stand of grass until all affected areas are accepted by the Landscape Architect.

Part 2 - Products

2.01 Materials

A. Sod

- 1. Sod shall be freshly harvested grown from high quality propagated material on Methyl Bromide fumigated soil with appropriate State and Federal regulatory agency approved pesticides and herbicides for control of disease, insects and weeds. Sod shall meet or exceed the standards of the State of California regulations for nursery inspection.
- 2. Cutting Sod
 - a. Sod shall be cut by machine to a thickness of between 1/4" and 5/8", not including top growth or thatch.
 - b. Size of rolls or slabs shall be consistent to the supplier's standards width and length and may not vary more than 2% in either dimension. Top growth shall be uniform in 1/2" to 3/4" and of good color, free of debris.
 - c. Sod moisture content shall be neither too wet nor too dry at the time of harvest to adversely affect its ability to be transplanted.

B. Soil Amendments

Areas to be planted with sod and irrigated shall receive soil amendments.

- 1. The following soil amendments shall be incorporated into the soil prior to planting.
 - a. Four (4) cubic yards compost shall be incorporated per 1000 sq. ft. of soil surface area and rotor-tilled to depth of 6".
 - b. Live Earth Liquid 6%- Drench at 32 oz. per 1000 sq. ft.
 - c. Humate soil conditioner - @ 300 lbs per 1000 sq. ft. spread evenly after tilling, grading, and before planting.
 - d. Live Earth Blitz 22 product - @ 20 lbs per 1000 sq. ft.
 - e. A copy of delivery slips on all materials used on the project shall be delivered to the authorized District representative.
- 2. Delivery slips shall be provided at time of material delivery to site. Delivery will not be allowed without delivery slips on any items.

C. Water

- 1. Water shall be clean, fresh and free of substances of matter that would inhibit growth of sod grass.

Part 3 – Execution

3.01 Grades, Soil Preparations and Certification

A. Finish Grades

- 1. Coordinate soil preparation work with the requirements for finish grading

B. Weed, Debris, Clods and Rock removal

- 1. All Areas to be planted shall be cleared of all weeds and debris prior to soil preparation and finish grading.
- 2. At time of planting areas to be sodded shall be free of stones, stumps, roots or other deleterious matter 1" in diameter or larger and shall be free from all

wire, plaster or similar objects that would be a hindrance to planting or maintenance.

- C. Protect existing underground improvements from damage.
- D. The contractor shall have the final grade certified by a surveyor licensed in the State of California. The final grades shall be within the tolerances specified in this section.

3.02 Installation

- A. After preparation of soil has been completed, the areas to receive sod shall be brought to finish grade.
 - 1. Contractor shall make the entire area smooth, even and well firmed.
 - 2. Contractor shall insure that finish grades are generally one (1) inch below the surface of walks, curbs, paved areas and boxes without abrupt changes in gradient.
- B. The ground surface shall be inspected by the Landscape Architect prior to sod installation to determine suitability for planting.
 - 1. The Contractor shall obtain such approval prior to installation.
- C. Sod type shall be Celebration bermuda grass sod, as specified on the plans, and shall be delivered and installed within 24 hours of harvest anytime of the year, unless approval is given for a specific preservation technique.
- D. Fertilize
 - 1. Apply fertilizer as specified in "Soils Amendments" section.
 - 2. Lightly water to aid the breakdown of the fertilizer.
 - 3. Apply fertilizer within 48 hours before laying sod.
- E. Laying Sod
 - 1. Lay sod as soon as possible after delivery to prevent deterioration.
 - 2. Lay sod closely knit together with no one joint visible and pieces not overlapped. Lay smooth and flush with adjoining paving, curbing or other sod strips.
 - 3. Immediately water sod areas after installation. Water in sufficient amounts to saturate sod and upper 6" of soil.
 - 4. After sod and soil has dried sufficiently to prevent damage, roll sod areas to insure a good bond between sod and soil and to remove minor depression and irregularities. Insure rolling equipment weight to be not more than 250 lbs. or less than 150 lbs.

3.03 Maintenance Period

- A. Maintain sod areas immediately after placement for a period of 90 days. This constitutes firm attachment to the soil by the sod and exhibits a vigorous growing condition as agreed to by the Landscape Architect and the District.
- B. Mow grass at regular intervals, weekly, or as required to maintain grass at a height of 1/2" to 1". Do not cut more than 1/3 of grass blade at any one mowing. Neatly trim edges and hand clip where necessary. Immediately remove all clippings after mowing and trimming. Contractor shall be responsible for a minimum of three mowings and more as required by the Landscape Architect depending on the growth of the lawn.
- C. Water when required and in sufficient quantities to prevent grass and underlying soil from drying out.
- D. Roll when required to remove minor depressions or irregularities.
- E. Control growth of weeds. When using herbicides, apply in accordance with manufacturer's recommendations. Remedy damage resulting from negligent or improper use of herbicides.
- F. Immediately repair or replace any areas that show deterioration or bare spots.
- G. Protect sod areas with warning signs during maintenance period.

H. Six weeks after installation begin fertilization program as indicated on the plans.

3.04 Acceptance

- A. Inspection to determine acceptance of sod lawns will be made by the Landscape Architect, upon Contractor's request.
 - 1. Provide notification, at least 10 working days before requesting inspection date.
 - 2. Sod areas will be acceptable provided all requirements, including maintenance, have been completed with, and a healthy uniform close stand of the specified grass is established free of weeds, undesirable grass species, disease and insects.
- B. Upon acceptance, the Owner will assume lawn maintenance.

3.05 Cleanup

- A. Perform cleanup during installation of the work and upon completion of the work.
 - 1. Remove from site all excess materials, debris and equipment.
 - 2. Repair damage resulting from sod installation operations.

END OF SECTION
05/09/2023

TREES, PLANTS AND GROUND COVER

DIVISIONS 00 AND 01 ARE A PART OF THIS SECTION

PART 1 GENERAL INFORMATION**1.01 SUMMARY**

- A. Inclusions:
 1. Provisions set forth in Divisions 0 and 1;
 2. Soil preparation;
 3. Trees, plants, and ground covers;
 4. Planting mixes;
 5. Mulch and planting accessories;
 6. Maintenance;
 7. Submittal preparation;
 8. Clean up.
- B. Related Sections:
 1. Section 02441: Irrigation Systems
 2. Section 02487: Sod

1.02 QUALITY ASSURANCE

- A. Plant names indicated shall comply with "Standardized Plant Names" as adopted by the latest edition of the American Joint Committee of Horticultural Nomenclature.
- B. Names of varieties not listed conform generally with names accepted by the nursery trade.
- C. Provide stock true to botanical name and legibly tagged.
- D. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock". A plant shall be measured as it stands in its natural position.
- E. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years.
- F. Stock furnished shall be at least the minimum size indicated.
 1. Larger stock is acceptable, at no additional cost, providing that the larger plants will not be cut back to size indicated.
- G. Plants may be inspected and approved at the place of growth, for compliance with specification requirements for quality, size, and variety.
 1. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
- H. Warranty:
 1. Warrant plant material to remain alive and be in healthy vigorous condition for a period of 1 year after completion and acceptance of entire project.
 - a. Inspection of plants will be made by the Landscape Architect at completion of planting.
 2. Replace plants that are dead as determined by the Landscape Architect, or are in an unhealthy or unsightly condition, or have lost their natural shape due to dead branches, or other causes, at the Contractor's expense.

- a. Warrant all replacement plants for 1 year after installation.

1.03 PROJECT CONDITIONS

- A. Notify Landscape Architect at least 7 working days prior to installation of plant material.
- B. Protect existing utilities, paving, and other facilities from damage caused by landscape operations.
- C. In the event that quantity discrepancies or material omissions occur in the plant materials list shown on the drawings, the planting plans shall govern.
- D. The irrigation system will be installed prior to planting.
 - 1. Locate, protect, and maintain the irrigation system during planting operations.
 - 2. Repair irrigation components damaged during planting operation at the Contractor's expense.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Provide plants typical of their species or variety; with normal, densely developed branches and vigorous root systems.
 - 1. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestation.
 - 2. Plants shall have a fully developed form without voids and open spaces.
 - a. Plants held in storage will be rejected if they show signs of growth during storage.
- B. Container-growth stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm, and whole.
 - 1. No plants shall be loose in the container.
 - a. Container stock shall not be pot bound.
- C. Provide tree species that mature at heights over 25'-0' with a single trunk. Trees that have the main trunk forming a "Y" shape are not acceptable.
- D. Plants planted in rows shall be matched in form.
- E. Plants larger than those specified in the plant list may be used when acceptable to the Landscape Architect.
- F. The height of the trees, measured from the crown of the roots to the top of the branch, shall not be less than Industry standard for each plant species and variety.
- G. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
 - 1. Evergreen trees shall be branched to the ground.
- H. Shrubs and small plants shall meet the requirements for the industry standard spread and height for said species and variety.
 - 1. The measurement for the height shall be taken from the ground level to the average height of the plant and not the longest branch.
 - 2. Single-stemmed or thin plants will not be accepted.
 - 3. Side branches shall be generous, well-twigged, and the plant as a whole well-

- bushed to the ground.
- 4. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other root or branch injuries.
- I. Replace plant materials found dead or not in a healthy growing condition.
 - 1. Plants that die or lose more than 30% of their original leaves shall be replaced under this Section.
 - 2. Replace plant materials of same size and species, with a new warranty commencing on date of replacement.
- J. Trees, Plants, and Ground Cover shall be species and size-identified in plant schedule, grown in climatic conditions similar to close locality of the work.
- K. Plants shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant disease, insect pests or their eggs, excessive abrasions or other objectionable disfigurements, and shall have healthy, normal root systems, well filling their containers, but not to the point of being root bound. Tree trunks shall be sturdy and well hardened off.
- L. Substitutions for the indicated plant materials will be permitted.
 - 1. Provided the substitute materials are approved in advance by the Landscape Architect and the substitutions are made at no additional cost to the Owner.
 - 2. Except for the variations so authorized, all substitute plant materials shall conform to the requirements of these specifications.
 - 3. If accepted, substitute materials are of less value than those indicated or specified, the Contract price will be adjusted in accordance with the provisions of the Contract.
- M. Plant Inspection and Rejection: Root condition of plants will be determined by the Landscape Architect through the removal of earth from the roots of at least two (2) plants but not more than 2% of the total number of species from each source.

2.02 SOIL AMENDMENTS

- A. Areas to be planted and irrigated shall receive soil amendments.
 - 1. The following soil amendments shall be incorporated into the soil prior to planting.
 - a. Four (4) cubic yards compost shall be incorporated per 1000 sq. ft. of soil surface area and rotor-tilled to depth of 6".
 - b. Live Earth Liquid 6%- Drench at 32 oz. per 1000 sq. ft
 - c. Humate soil conditioner - @ 300 lbs per 1000 sq. ft. spread evenly after tilling, grading, and before planting.
 - d. Live Earth Blitz 22 product - @ 20 lbs per 1000 sq. ft.
 - e. A copy of delivery slips on all materials used on the project shall be delivered to the authorized District representative.
 - 2. Delivery slips shall be provided at time of material delivery to site. Delivery will not be allowed without delivery slips on any items.
 - 3. If import soil is to be used, a soil suitability and fertility analysis of the soil shall be conducted by a soils laboratory. Submit test results and recommendations for soil amendment to the Landscape Architect for review. If recommendations for soil

amendment according to test results exceed the above quantities, the Contractor will be reimbursed for an extra based on unit costs submitted with original bid for soil amendments required in any of the above quantities.

PART 3 EXECUTION

3.01 PREPARATION

- A. Remove foreign materials, plants, roots, stones, and debris from areas to be planted.
 - 1. At time of planting, areas to be planted shall be free of stones, stumps, roots, or other deleterious matter 1" in diameter or larger and shall be free from all wire, plaster, or similar objects that would be a hindrance to planting or maintenance.
- B. Protect existing underground improvements from damage.
- C. Any and all contaminated soil shall be removed and replaced with acceptable fertile import soil as determined by soils analysis.
- D. Cultivate all planting areas by ripping to depth of 12 inches with an agricultural implement designed for that purpose. Rip area in two directions, perpendicular to each other.
 - 1. Repeat cultivation areas where equipment has compacted subgrade.
- E. Excavate circular plant pits with vertical sides, except for plants specifically indicated to be planted in beds.
 - 1. Provide plant pits twice the width of the diameter of the root system for all the trees and shrubs.
 - 2. Depth of pit shall accommodate the container root ball, such that the top of the root crown shall be 1" above finish grade.
 - 3. Scarify the bottom of the pit to a depth of 4".
 - 4. Remove excavated materials from the site.

3.02 DELIVERY, STORAGE, AND HANDLING

- A. Deliver fertilizer materials in original, unopened, and undamaged containers, showing weight, analysis, and the name of manufacturer.
- B. Store in manner to prevent wetting and deterioration.
- C. Take precautions in preparing plants for moving.
 - 1. Spray deciduous plants in foliage with an approved "Anti-Desiccant" immediately after digging to prevent dehydration.
 - 2. Dig, pack, transport, and handle plants with care to ensure protection against injury.
 - 3. Inspection certificates required by law shall accompany each shipment invoice or order to stock and on arrive, the certificate shall be filed with the Landscape Architect.
 - 4. Protect plants from drying out.
 - a. If plants cannot be planted immediately upon delivery, properly protect them with oil, wet peat moss, or in manner acceptable to the Landscape Architect.
 - b. Water heel-in plantings daily.
 - 5. No plant shall be bound with rope or wire in a manner that could damage or break the branches.
- D. Cover plants transported on open vehicles with protective covering to prevent wind burn.

- E. Reject plants when ball of earth surrounding roots has been cracked or broken preparatory to or during planting.
- F. Provide dry, loose topsoil for planting bed mixes. Frozen or muddy topsoil is not acceptable.

3.03 INSTALLATION

- A. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- B. Locate plants as indicated or as approved in the field after staking by the Contractor.
 - 1. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected.
- C. Set plant material in the planting pit to proper grade alignment.
- D. Set plants upright, plumb, and faced to give the best appearance or relationship to each other or adjacent structure.
- E. Set plant material 1" above the finished grade.
- F. No filling will be permitted around trunks or stems.
- G. Backfill the pit with planting mixture.
 - 1. Do not use frozen or muddy mixtures for backfilling.
 - 2. Form a ring of soil around the edge of each planting pit to retain water.
 - 3. Backfill mix shall be equal parts of native soil and sand, plus the soil amendments indicates below.
 - 4. The Backfill mix blend to contain the following:
 - a. Humate Soil Conditioner - 45% humic @ approx .5 lb or 1 cup.
per gallon container size.
 - b. 'Aquasmart Pro' moisture retention product at the following rates -

24" box-	2.5 cups
5 gallon-	1/3 cup
1 gallon-	2 tablespoons
- H. Space ground cover plants in accordance with the plans.
 - 1. Adjust spacing as necessary to evenly fill planting bed with indicated quantity of plants.
- I. Mulching:
 - 1. Install 3" thick layer of decomposed granite mulch within all shrub beds, immediately after planting. Thoroughly water mulched areas. After watering, rake mulch to provide a uniform finished surface.
 - 2. Tree and shrub root crowns shall not be covered with mulch material.
- K. Tree Staking:
 - 1. Inspect trees for injury to trunks, evidence of insect infestation, and improper pruning before wrapping.
 - 2. Staking:
 - a. Stake all trees immediately after lawn seeding or sodding operations, and prior to acceptance.
 - 3. All work shall be subject to acceptability of the Landscape Architect.

- L. Pruning:
 - 1. Pruning branches of deciduous stock after planting to balance the loss of roots and preserve the natural character appropriate to the particular plant requirements.
 - a. In general, remove 1/4 to 1/3 of the leaf bearing buds. Proportion shall, in all cases be acceptable to the Landscape Architect. Remove or cut back broken, damaged, and non-symmetrical growth of new wood.
 - 2. Multiple Leader Plants: Preserve the leader that will best promote the symmetry of the plant.
 - a. Cut branches flush with the trunk or main branch, at a point beyond a lateral shoot or bud a distance of not less than 1/2 the diameter of the supporting branch.
 - 1) Make cut on an angle.
 - 3. Prune evergreens only to remove broken or damaged branches.
- M. Care of Existing Trees:
 - 1. Water existing trees every 2 weeks until acceptance.
 - 2. Water thoroughly with a fine mist spray head, soaker hose, or hose at a low flow rate over the entire drip line area as required to allow water to penetrate to a depth of 12" to 18".

3.04 INSPECTION

- A. Examine proposed planting areas and conditions of installation.
 - 1. Do not start planting work until unsatisfactory conditions are corrected.

3.05 MAINTENANCE

- A. Planted and turf areas will be inspected at completion of installation and accepted to compliance with specified materials and installation requirements.
- B. After all work indicated on the drawings or herein specified has been completed, inspected, and approved by the Landscape Architect, the Contractor shall commence a ninety (90) day Maintenance Period.
 - 1. This ninety (90) day Maintenance Period shall occur within the specified project completion timeframe.

3.06 WORK IN PROGRESS

- A. Contractor shall continuously maintain areas included in the Contract during the progress of the work and until final acceptance of the work.
- B. During Maintenance Period the contractor shall maintain the site and this includes all mowing (at height approved by District), watering, reseeding, mulching, cultivating, spraying, and trimming necessary to bring the planted areas to a healthy growing condition, and any additional work needed to keep the areas neat, edged, and attractive.
 - 1. This shall be required on a weekly basis.
- C. During the maintenance period, the Contractor, at his own expense, shall replace any plant indicating weakness or the probability of dying.
- D. All basins around shrubs and trees shall be maintained at a four (4) inch depth throughout progress of the work, unless otherwise instructed by the District's authorized representative.

- E. Tree stakes that for any reason are damaged or rendered inadequate for support shall be repaired and restored to their original condition.
- F. Constant diligence shall be maintained for the advent of disease, insects, and/or rodent infestation, and proper preventative or control measures taken.
- G. All shrubs and trees shall be maintained in their natural shapes.
 - 1. Tall or scraggly branches shall be thinned out where necessary.
 - 2. In no case shall trees or shrubs be trimmed by heading or shearing.
 - 3. Any plants severely pruned in this manner shall be removed and replaced at the Contractor's expense.
- H. Liquid maintenance program to be applied with the installed fertigation unit:
 - 1. Live Earth Liquid 6% - @ 5 gallons per acre per month using the EZ-Flo System, 5 times per year.
 - 2. Live Earth Blitz 22 liquid @ 5 gallons per acre per month using the EZ-Flo System, 3 times per year.
 - 3. Live Earth Iron 10 granular (5-0-0) @ 15lbs per 1000sq ft. December and February applications.
- I. At completion of maintenance period, all areas included in the Contract shall be substantially clean and free of debris.
 - 1. All plant materials shall be alive, healthy, and free of infestations.
- J. The Contractor, at his expense, shall repair any erosions or slippage of soil caused by watering.

3.07 CLEAN UP

- A. All walks, curbs, and gutter shall be kept clear of debris, mud, dust, and standing water by sweeping, mopping, or hosing down, as required to maintain cleanliness throughout.

3.08 NOTICE

- A. The Contractor, within fourteen (14) days of written notification by the District's authorized representative, shall remove and replace all guaranteed plant materials that for any reason fail to meet the requirements of the guarantee.
 - 1. All plant material replaced shall be guaranteed for the original period, starting from the date of replacement.
- B. Written Notice:
 - 1. At the end of the specified Maintenance Period, the Contractor shall present written notice to the District's authorized representative that he has completed the required maintenance, and upon acceptance by District, any further maintenance will be the responsibility of the District.

END OF SECTION

05/09/2023

WATER DISTRIBUTION

DIVISION 00 AND 01 ARE A PART OF THIS SECTION

PART 1 - GENERAL**1.1 DESCRIPTION OF WORK:**

- a. Pipe and fittings for water piping.
- b. Valves.
- c. Valve boxes.
- d. Accessories.
- e. Refer to Division-31 Section "EARTHWORK"

1.2 REFERENCES

- A. ASTM Test Method D1557.
- B. ANSI/ASTM D2466 - Polyvinyl Chloride (PVC) Plastic Pipe Fittings, Schedule 40.
- C. ANSI/AWWA C110 - Ductile Iron and Grey-Iron Fittings, 3 inch through 48 inch, for Water and Other Liquids.
- D. ANSI/AWWA C151 - Ductile-Iron Pipe, Centrifugally Cast in Metal Molds or Sand-Lined Molds, for Water or Other Liquids.
- E. ANSI/AWWA C500 - Gate Valves, 3 through 48 in NPS, for Water and Sewage Systems.
- F. ANSI/AWWA C900 - Standard for Polyvinyl Chloride (PVC) Pressure Pipe, 4 inch through 12 inch, for Water.
- G. ASTM D1785 - Polyvinyl Chloride (PVC) Plastic Pipe, Schedules 40, 80, and DR 18.
- H. ASTM D2855 - Making Solvent-Cemented Joints with Polyvinyl Chloride (PVC) Pipe and Fittings.
- I. ASTM D3139 - Joints for Plastic Pressure Pipes using Flexible Elastomeric Seals.

1.3 SUBMITTALS

- A. Product Data: Provide data on pipe materials, pipe fittings, valves and accessories.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Project Record Documents: Submit under provisions of Division 01.
 - 1. Accurately record actual locations of piping mains, valves, connections, and appurtenances.
 - 2. Identify and describe discovery of uncharted utilities, or utilities found at locations different than indicated on plans.

1.4 QUALITY ASSURANCE

- A. Perform work in accordance with product manufacturer's recommendations and these Contract Documents.
- B. Valves: Manufacturer's name and pressure rating marked on valve body.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, protect and handle all products required.

PART 2 - PRODUCTS

2.1 PIPE MATERIALS

- A. Ductile Iron Pipe (for iron pipe larger than 3 inches in diameter, above ground): ANSI/AWWA C150/A21.50 and ANSI/AWWA C151/A21.51, thickness Class 50, with cement - mortar lining and seal coating per ANSI/AWWA C104/A21.4.
 - 1. Fittings: ANSI/AWWA C110/A21.10, ductile iron.
 - 2. Joints: Flanged.
- B. PVC Pipe (for pipe 3" and smaller, underground): ASTM D1785, Schedule 40; 1120 high impact.
 - 1. Fittings: ANSI/ASTM D2464, Schedule 80 PVC (Schedule 40 PVC for pipes 1 ½ inches and smaller).
 - 2. Joints: ASTM D2855, solvent weld.
- C. PVC Pipe (for pipe 4" and larger, underground): ANSI/AWWA C900 DR 18, 1120 high

impact.

1. Fittings: ANSI/AWWA C111, cast iron.
2. Joints: ASTM D3139 compression gasket ring.

2.2 VALVES

- A. General: Brass or Bronze body, non-rising stem, inside screw, single wedge or disc, IPS ends.
- B. Valves Up to 2 inches: Full port ball valves.
- C. Valves 2-1/2 inches and Larger: Gate valves, ANSI/AWWA C500, Iron body, bronze trim, non-rising stem with square nut or control handle wheel, resilient single wedge, threaded or flanged.

2.3 VALVE BOXES

- A. Valve Boxes and Covers: Precast reinforced concrete with cast iron lid marked for service, Christy No. G5 traffic box or approved equal. Cover marking shall read "Water".
 1. A one-piece PVC riser extension shall be provided as necessary to allow unobstructed access to valve operating nut.

2.4 ACCESSORIES

- A. Concrete for Thrust Blocks and Valve Box Surface Collars: Concrete type specified in Division 03.
- B. Solvent Cement and Primer for PVC Pipe and Fittings: Per ASTM F656 and ASTM D2564.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify existing conditions. All plot dimensions are approximate. Before proceeding with any work, carefully check and verify all dimensions and report any variations to the Inspector.
- B. Due to the scale of the drawings, it is not possible to indicate all offsets, fittings, etc., which may be required. Carefully investigate the structural and finished conditions affecting all work, and plan work accordingly, furnishing such fittings, etc., as may be required to meet such conditions. Drawings are generally diagrammatic and indicative of the work to be installed in the most direct and workmanlike manner, so that conflicts between water

systems, planting, and architectural features will be minimized.

- C. Do not install the facilities as indicated on the drawings when it is obvious in the field that unknown obstructions might not have been considered in the engineering. Such obstructions or differences should be brought to the attention of the Architect.

3.2 PREPARATION

- A. Prepare for pipe installation by assembling all needed materials.
- B. Cover all PVC pipe during storage.

3.3 TRENCHING

- A. Trenching shall be in accordance with Division 31 Section "Trenching."

3.4 BEDDING

- A. Where trench or pit has been overexcavated, place bedding material at bottom of excavations, level soil materials in continuous layers not exceeding 6 inches uncompacted depth.
- B. Backfill around sides and to a level six inches above the top of pipe with bedding sand, tamped in place.
- C. Maintain optimum moisture content of bedding material to attain required compaction density.

3.5 INSTALLATION, PIPE AND FITTINGS

- A. Install pipe at locations and depths indicated on Drawings.
- B. Install pipe, fittings, and associated materials in accordance with manufacturer's written recommendations.
- C. Route pipe in straight line, whenever possible. All changes in direction of pipes shall be made with fittings, not by bending.
- D. Install pipe to allow for expansion and contraction without stressing pipe or joints.
- E. Form and place concrete for thrust blocks at each elbow, tee, angle or other significant change of direction in loose-joint pipe as indicated on Drawings.

- F. Establish elevations of buried piping to ensure not less than 24 inches of cover for domestic water lines and 30 inches of cover for fire water lines, except at connections to existing lines, which may be shallower or deeper, or where shown otherwise on Drawings.
- G. When two water pipes are to be installed in same trench, maintain 4-inch horizontal clearance between pipes.
- H. Backfill trench or other excavation in accordance with Division 31 Section "Trenching and Backfilling".

3.6 INSTALLATION, VALVES

- A. Set valves on solid bearing.
- B. Where valves are installed below finish surface grade, center and plumb valve box and any necessary extensions over valve. Set box cover flush with finished grade.
- C. Pour concrete collar around top of valve box as indicated on Drawings.
- D. Furnish and install valves and valve boxes in addition to those shown on plans as required for isolation of lines for construction and disinfection, while minimizing disruption of service to buildings, at no additional cost to Owner.

3.7 INSTALLATION, THREADED CONNECTIONS

- A. Assemble all plastic and galvanized steel threaded pipe and fittings using an approved Teflon tape applied to the male threads only. A minimum of two (2) wraps and a maximum of three (3) wraps of an approved Teflon tape will be required.
- B. At all plastic (PVC) pipe connections, work the ductile iron connections first. Connections shall always be plastic into steel, never steel into plastic.
- C. A non-hardening sealant and lubricant similar to Permatex #51 or LASCO blue pipe sealant may be used in lieu of Teflon tape. Apply sealant to clean male threads brushing into grooves and to the first three threads of the female threads.

3.8 DISINFECTION OF DOMESTIC WATER PIPING SYSTEM

- A. Disinfect all domestic water piping systems in accordance with AWWA Standard C601, "AWWA Standard for Disinfecting Water Mains", and in accordance with administrative authority. Disinfection process shall be performed in cooperation with health department having jurisdiction and witnessed by a representative of the Architect. During procedure signs shall be posted at each water outlet stating, "Chlorination - Do No Drink". After disinfection, water samples shall be collected for bacteriological analysis. Certificate of Bacteriological Purity shall be obtained and delivered to the Owner through the Architect.

3.9 FIELD QUALITY CONTROL

- A. Test completed piping systems according to requirements of authorities having jurisdiction.
 - 1. Do not enclose, cover, or put into service before inspection and approval.
- B. Field inspection will be performed under provisions of Division 01 General Requirements Sections.
- C. Compaction testing will be performed in accordance with ASTM Test Method D1557.
- D. If compaction tests indicate Work does not meet specified requirements, recompact and retest at no additional cost to Owner.
- E. If tests indicate that Work does not meet specified requirements, remove work, replace and retest at no additional cost to Owner.

END OF SECTION
03/08/2023

SANITARY SEWAGE SYSTEMS

DIVISIONS 0 AND 1 ARE A PART OF THIS SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK:

- a. Extent of sanitary sewage systems work is indicated on drawings and schedules, and by requirements of this section.
- b. Refer to Division-03 sections for concrete work required for sanitary sewage systems.

1.02 QUALITY ASSURANCE:

- a. **Manufacturer's Qualifications:** Firms regularly engaged in manufacture of sanitary sewage system's products of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- b. **Installer's Qualifications:** Firm with at least 3 years of successful installation experience on projects with sanitary sewage work similar to that required for project.
- c. **Codes and Standards:**
 - 1. **Plumbing Code Compliance:** Comply with applicable portions of Uniform Plumbing Code and Kern County Standards.

1.03 SUBMITTALS:

- a. **Product Data:** Submit manufacturer's technical product data and installation instructions for sewage system materials and products.
- b. **Shop Drawings:** Submit shop drawings for sanitary sewage systems, showing piping materials, size, locations and inverts. Include details of underground structures, connections and manholes. Show interface and spatial relationships between piping and proximate structures.
- c. **Record Drawings:** At project closeout, submit record drawings of installed irrigation piping and products, in accordance with requirements of Division 1.
- d. **Maintenance Data:** Submit maintenance data and parts lists for sanitary sewage system materials and products. Include this data, product data, shop drawings, and record drawings in maintenance manual; in accordance with requirements of Division

PART 2 - PRODUCTS**2.01 IDENTIFICATION:**

- a. Underground-Type Plastic Line Marker: Manufacturer's standard permanent, bright-colored, continuous-printed plastic tape, intended for direct-burial service; not less than 6" wide x 4 mils thick. Provide green tape with black printing reading "CAUTION SEWER LINE BURIED BELOW".
 - 1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering identification markers which may be incorporated in the work include, but are not limited to, the following:

Allen Systems Inc.
 Emed Co., Inc.
 Seton Name Plate Corp.

2.02 PIPES AND PIPE FITTINGS:

- a. General: Provide pipes of one of the following materials, of weight/class indicated. Provide pipe fittings and accessories of same material and weight/class as pipes, with joining method as indicated.
- b. Cast-Iron Soil Pipe: ASTM A 74, hub and spigot ends, service weight unless otherwise indicated.
- c. Fittings: Cast-iron hub and spigot complying with ASTM A 74; lead/oakum caulked joints, or compression joints with rubber gaskets complying with ASTM C 564.
- d. Vitrified Clay Pipe: AASHTO M65, bell-and-spigot ends, extra strength unless otherwise indicated.
- e. Fittings: Vitrified clay bell and spigot, same strength as adjoining pipe, compression joints complying with ASTM C 425.
- f. P.V.C. Sewer Pipe: ASTM D 3043, SDR 35 for 3", 4", and 6".
- g. Joints: ASTM D 2564 gaskets, ASTM F 477 elastomeric seal.
- h. Pipe shall be made from PVC having a minimum cell classification of 12454-B, 12454-C or 13364-B, as defined by ASTM D1784.
- i. Pipe stiffness shall be 46 psi minimum when measured in accordance with ASTM D2142.
- j. Pipe and fittings shall conform to ASTM designations D3212 and F477.
- k. Fittings shall be made from PVC having a minimum cell classification of 12454B, 12454C or 13343C as defined by ASTM D1784.
- l. Each length of pipe shall be marked with the applicable ASTM, SCR (if applicable),

cell classification, nominal pipe size and manufacturer's name or trade mark.

- m. A certificate of compliance from the pipe manufacturer shall be provided for each type of material used.
- n. PVC pipe shall not deviate from straight by more than 1/16th inch per foot (camber) when the maximum offset is measured from the concave side of the pipe.
- o. PVC pipe shall be of the bell and spigot type. Bells shall be factory attached to the pipe. Wyes or tees for house service connections shall be complete fittings.

PART 3 - EXECUTION

3.01 INSTALLATION OF IDENTIFICATION:

- a. General: During back-filling/top-soiling of sanitary sewage systems, install continuous underground-type plastic line marker, located directly over buried line at 6" to 8" below finished grade.

3.02 INSTALLATION OF PIPE AND PIPE FITTINGS:

- a. General: Install piping in accordance with governing authorities having jurisdiction, except where more stringent requirements are indicated.
- b. Inspect piping before installation to detect apparent defects. Mark defective materials with white paint and promptly remove from site.
- c. Lay piping beginning at low point of system, true to grades and alignment indicated, with unbroken continuity of invert.
- d. Place bell ends or groove ends of piping facing upstream.
- e. Install gaskets in accordance with manufacturer's recommendations for use of lubricants, cements, and other special installation requirements.
- f. Cast-Iron Soil Pipe: Install in accordance with applicable provisions of CISPI "Cast Iron Soil Pipe & Fittings Handbook".
- g. Vitrified Clay Pipe: Install in accordance with ASTM C 12.
- h. Cleaning Piping: Clear interior of piping of dirt and other superfluous material as work progresses. Maintain swab or drag in line and pull past each joint as it is completed.
- i. In large, accessible piping, brushes and brooms may be used for cleaning.
- j. Place plugs in ends of uncompleted conduit at end of day or whenever work stops.
- k. Flush lines between manholes if required to remove collected debris.
- l. Joint Adapters: Make joints between different types of pipe with standard manufactured adapters and fittings intended for that purpose.

3.03 TAP CONNECTIONS:

- a. Make connections to existing piping and underground structures, so that finished work will conform as nearly as practicable to requirements specified for new work.
- b. Use commercially manufactured wyes for branch connections. Field cutting into piping will not be permitted. Spring wyes into existing line and encase entire wye, plus 6" overlap, with not less than 6" of 3000 psi 28-day compressive strength concrete.
- c. Branch connections made from side into existing 4" to 21" piping shall have wye sprung into existing line, and entire wye encased with not less than 6" of 3000 psi 28-day compressive strength concrete.
- d. Take care while making tap connections to prevent concrete or debris from entering existing piping or structure. Remove debris, concrete, or other extraneous material which may accumulate.

3.04 BACKFILLING:

- a. General: Conduct backfill operations of open-cut trenches closely following laying, jointing, and bedding of pipe, and after initial inspection and testing are completed. Bed plastic pipe with 2" sand. Backfill pipe with sand to 6" over pipe.

3.05 FIELD QUALITY CONTROL:

- a. Testing: Perform testing of completed piping in accordance with local authorities having jurisdiction. In addition: manholes and pipe shall be tested for watertightness. Leakage shall not exceed the rate of 200 gallons per 24 hours per inch diameter per 1,000 feet of sewer pipe.

END OF SECTION
07/30/2007

STORM DRAIN SYSTEMS

DIVISIONS 0 AND 1 ARE A PART OF THIS SECTION

PART 1 - GENERAL

1.01 DESCRIPTION OF WORK:

- a. Extent of storm drain systems work is indicated on drawings and schedules.
- b. Refer to Division-2 section "Earthwork" for excavation and backfill required for storm drain systems.
- c. Refer to Division-3 sections for concrete work required for storm drain systems.

1.02 QUALITY ASSURANCE:

- a. **Manufacturer's Qualifications:** Firms regularly engaged in manufacture of storm drain system's products of types, materials, and sizes required, whose products have been in satisfactory use in similar service for not less than 5 years.
- b. **Installer's Qualifications:** Firm with at least 3 years of successful installation experience on projects with storm drain work similar to that required for project.
- c. **Codes and Standards:**
 - 1. Comply with applicable portions of State of California Department of Transportation.

1.03 SUBMITTALS:

- a. **Product Data:** Submit manufacturer's technical product data and installation instructions for storm drain system materials and products.
- b. **Record Drawings:** At project closeout, submit record drawings of installed storm drain piping and products, in accordance with requirements of Division 1.

PART 2 - PRODUCTS

2.01 PIPES AND PIPE FITTINGS:

- a. **General:** Provide pipes of one of the following materials, of weight/class indicated. Provide pipe fittings and accessories of same materials and weight/class as pipes, with joining method as indicated.
- b. **Reinforced Concrete Pipe:** ASTM C76, Class III unless otherwise indicated with rubber gasket joints per ASTM F477 (12" and larger).
- c. **PVC Pipe:** SDR 35 per ASTM D3034 with rubber gasket joints conforming to ASTM F477 (18" and smaller).

PART 3 - EXECUTION**3.01 INSTALLATION OF PIPE AND PIPE FITTINGS:**

- a. General: Install piping in accordance with governing authorities having jurisdiction, except where more stringent requirements are indicated, and according to manufacturer's recommendations.
- b. Inspect piping before installation to detect apparent defects. Mark defective materials with white paint and promptly remove from site.
- c. Lay piping beginning at low point of system, true to grades and alignment indicated, with unbroken continuity of invert.
- d. Place bell ends or groove ends of piping facing upstream.
- e. Install gaskets in accordance with manufacturer's recommendation for use of lubricants, cements, and other special installation requirements. If plastic pipe is used, waterstop gaskets shall be provided at all plastic to concrete interfaces.
- f. Cleaning Piping: Clear interior of piping of dirt and other superfluous material as work progresses. Maintain swab or drag in line and pull past each joint as it is completed.
- g. Place plugs in ends of uncompleted conduit at end of day or whenever work stops.
- h. Interior Inspection: Inspect piping to determine whether line displacement or other damage has occurred.
- i. Make inspections after lines have been installed and approximately 2' of backfill is in place, and again at completion of project.
- j. If inspection indicates poor alignment, debris, displaced pipe, infiltration or other defects, correct such defects, and reinspect.

3.02 TAP CONNECTIONS:

- a. Make connections to existing piping and underground structures, so that finished work will conform as nearly as practicable to requirements specified for new work.

3.03 BACKFILLING:

- a. General: Conduct backfill operations of open-cut trenches closely following laying, jointing, and bedding of pipe, and after initial inspection and testing are completed.
- b. Lay PVS pipe on 2" sand bedding. Backfill around PVC with sand to 6" over pipe. Temp sand into the haunch area. Backfill remainder of pipe with native soils compacted to 90%.

3.04 FIELD QUALITY CONTROL:

- a. Testing: Perform testing of completed piping in accordance with local authorities having jurisdiction.

END OF SECTION

07/13/2009