PROJECT MANUAL

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Simi Valley Schools

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Dedicated to Quality Education

Santa Susana Elementary School Classroom Renovations

Bid #21D6BX357

MANDATORY JOB WALK: March 12, 2021, 9:00 a.m.

Meet at:

SVUSD Bond Management Field Office
2956 School Street, Simi Valley, Ca 93065

Simi Valley U.S.D.
Attn: Purchasing Department
101 W. Cochran St.
Simi Valley, Ca 93065
(805) 306-4500 ext. 4602

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Various	Technical Specifications Sections 01 1100, 02221, 06 1000, 09250, 09 84 14, 09 9013, 09 84 14, 26 0500 and 26 0513.
Hazardous Materials Survey Reports	Limited Asbestos Containing Materials and Lead- Based Paint Survey Report for the Santa Susana ES Classroom Renovation Project by Clark-Seif-Clark dated February 16, 2021. Limited Lead-Based Paint Survey for Buildings 4, 6, & 7 at Santa Susana ES by Millennium Consulting dated September 20, 2018. AHERA Reinspection Report for Santa Susana ES dated 7-18-2019, Limited Asbestos and Lead Report by Criterion Environmental for Santa Susana ES dated April 3, 2006.
	Calendars for the 2010/2021 and 2021/2022 school years.
Set of Drawings Provided separately from this Project Manual	11" x 17" Contract Drawings for the Santa Susana ES Classroom Renovations Project

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NOTICE CALLING FOR BIDS

DISTRICT	**SIMI VALLEY UNIFIED SCHOOL DISTRICT**
PROJECT DESCRIPTION	**SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS - BID NO. 21D6BX357**
LATEST TIME/DATE FOR SUBMISSION OF BID PROPOSALS	**10:00 A.M.** Tuesday, April 06, 2021
LOCATION FOR SUBMISSION OF BID PROPOSALS	**PURCHASING DEPARTMENT** **SIMI VALLEY UNIFIED SCHOOL DISTRICT** **101 WEST COCHRAN STREET** **SIMI VALLEY, CA 93065**
BID AND CONTRACT DOCUMENTS AVAILABLE ON MARCH 12, 2021 AT:	**SVUSD BOND MANAGEMENT FIELD OFFICE, 2956 SCHOOL STREET, SIMI VALLEY CA 93065 TEL (805) 306-4500 EXT. 4462**

NOTICE IS HEREBY GIVEN that the SIMI VALLEY UNIFIED SCHOOL DISTRICT (District), acting by and through its Board of Education, will receive up to, but not later than the above-stated date and time, sealed Bid Proposals from Prequalified Bidders for the Contract for the Work generally described as **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS - BID NO. 21D6BX357.**

1. Submittal of Bid Proposals. All Bid Proposals must be submitted on forms furnished by the District prior to the last time for submission of Bid Proposals and the District's public opening and reading of Bid Proposals.

2. The Project. The Project involves renovations to classrooms.

3. Funding Amount. The amount of funding for the Project, as that term is used at California Public Contract Code §20103.8(c), is Three-Hundred Thousand Dollars ($300,000.00).

4. Prequalification to Bid. In accordance with Public Contract Code section 20111.5: a) submits a Prequalification Application in accordance with the Instructions for Bidders at least seven (7) business days prior to the last date for the submission of Bid Proposals set forth above, and has been prequalified for at least one (1) business day prior to that date.

5. Documents Accompanying Bid Proposal. Each Bid Proposal shall be accompanied by: (a) Bid Security; (b) Subcontractors List; (c) Non-Collusion Declaration; (d) Certification of Contractor and Subcontractor(s) DIR Registration, and (e) Certification of Prevailing Wage & Related Labor Requirements. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

6. Contractors' License Classification. Bidders must possess the following classification(s) of California Contractors License at the time that the Bid Proposal is submitted and at time the Contract for the Work is awarded: **B - General Building**. The Bid Proposal of a Bidder who does not possess a valid and in good standing Contractors' License in the classification(s) set forth above will be rejected for non-responsiveness.

7. Bidder and Subcontractors DIR Registered Contractor Status. Each Bidder must be a DIR Registered Contractor when submitting a Bid Proposal. The Bid Proposal of a Bidder who is not a DIR Registered Contractor when the Bid Proposal is submitted will be rejected for non-responsiveness. All Subcontractors identified in a Bidder's Subcontractors' List must be DIR Registered contractors at the time the Bid Proposal is submitted. The foregoing notwithstanding, a Bid Proposal is not subject to rejection for non-responsiveness for listing Subcontractor the Subcontractors List who is/are not DIR Registered contractors if such Subcontractor(s) complete DIR Registration pursuant to Labor Code §1771.1(c)(1) or (2). Further, a Bid Proposal is not subject to rejection if the Bidder submitting the Bid Proposal listed any Subcontractor(s) who is/are not DIR Registered contractors and such Subcontractor(s) do not become DIR Registered pursuant to Labor Code §1771.1(c)(1) or (2), but the Bidder, if awarded the Contract, must request consent of the District to substitute a DIR Registered Subcontractor for the non-DIR Registered Subcontractor pursuant to Labor Code §1771.1(c)(3), without adjustment of the Contract Price or the Contract Time.

8. Prevailing Wage Rates. Pursuant to California Labor Code §1773, the Director of the Department of Industrial Relations of the State of California has determined the generally prevailing rates of wages in the locality in which the Work is to be performed. Copies of these determinations, entitled "PREVAILING WAGE SCALE" are maintained at the District's Administrative Offices at 101 West Cochran Street, Simi Valley, California 93065 and are available as a quick link at http://www.dir.ca.gov/dlsr/statistics_research.html. The Contractor awarded the Contract for the Work shall post a copy of all applicable prevailing wage rates for the Work at conspicuous locations at the Site of the Work. The Contractor and all Subcontractors performing any portion of the Work shall pay not less than the applicable prevailing wage rate for the classification of labor provide by their respective workers in execution of the Work.

9. Contract Time. Substantial Completion of the Work and of each Phase shall be achieved within the time set forth in Contract Documents. Failure to achieve Substantial Completion within the Contract Time will result in the assessment of Liquidated Damages as set forth in the Contract.

10. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in an amount equal to TEN PERCENT (10%) of the maximum amount of the Bid Proposal, inclusive of any additive Alternate Bid Item(s). Failure of any Bid Proposal to be accompanied by Bid Security in the form and in the amount required shall render such Bid Proposal to be non-responsive and rejected by the District.

11. No Withdrawal of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of ninety (90) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

12. Job-Walk. The District will conduct a MandatoryJob Walk on Friday, March 12, 2021 , beginning at 9:00 AM. Bidders are to meet at the Districts Bond Management Field Office located at 2956 School Street, Simi Valley, California 93065 for the Job Walk. All job walk attendees are required to wear face masks, and to practice social distancing during the Job Walk.

13. Waiver of Irregularities. The District reserves the right to reject any or all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

14. Award of Contract. The award of a contract for the Work, if awarded, will be by action of the District's Board of Education to the responsible Bidder submitting the lowest priced responsive Bid Proposal.

[END OF SECTION]

INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal.
   1.1. Bid Proposal Preparation. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where so indicated in the bid forms; conflicts between a number stated in words and in figures are governed by the words. Partially completed Bid Proposals or Bid Proposals submitted on other than the bid forms included herein are non-responsive and will be rejected. Bid Proposals not conforming to these Instructions for Bidders and the Notice to Contractors Calling for Bids ("Call for Bids") may be deemed non-responsive and rejected.
   1.2. Bid Proposal Submittal. Bid Proposals shall be submitted at the place designated in the Call for Bids in sealed envelopes bearing on the outside the Bidder's name and address along with an identification of the Work for which the Bid Proposal is submitted. Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Call for Bids.
   1.3. Date and Time of Bid Proposal Submittal. A Bid Proposal is submitted only if the outer envelope containing the Bid Proposal is marked with the Project title and is received by a District Purchasing Department representative for logging-in at (or before) the latest date and time for submittal of Bid Proposals. All bids will be time stamped immediately upon receipt by the District using time stamp machine located in the District Purchasing Office and such time stamp shall be controlling and determinative as to the time of the Bidder's submittal of the Bid Proposal. If Bidder challenges the time stamp at the time the Bid is received and time stamped, the District shall immediately verify the time using the official U.S. time-clock website: http://www.time.gov.

2. Bid and Contract Documents. The Bid and Contract Documents will be available at the mandatory job walk at the location identified on the Notice Calling for Bids.

3. Project Planholder List. The District's Project Planholder List will be compiled exclusively from the sign-in sheet at the Mandatory Job Walk. Any Bidder failing to sign-in at the Mandatory Job Walk will be excluded from Project Planholder List and their Bid Proposal will be rejected by the District as being non-responsive. All Project Planholders will receive e-mails from the District advising of any and all Project Addenda.

4. Bidder's Prequalification. As a precondition of bidding and in accordance with the provisions of Section 20111.5 of the California Public Contract Code, Simi Valley Unified School District requires that all prospective bidders on public works projects that involve a projected expenditure of more than One Hundred Seventy Five Thousand Dollars ($175,000.00) and less than One Million Dollars ($1,000,000.00), submit a completed Application for Prequalification on the forms supplied by the District.
   4.1. Time for Submission. To submit a bid on a District project, the prospective bidder must submit a completed Application for Prequalification to the District no less than seven (7) business days prior to the bid opening date for a particular project or other date established by and at the discretion of the District and must be prequalified at least one (1) business days prior to the date fixed for the public opening of sealed bids. The District will notify the applicant if, in the District's opinion, the applicant meets the prequalification requirements and may bid the project(s).
   4.2. Previously Pre-Qualified Bidders. A Bidder previously deemed a "Qualified Bidder" by the District but who is required, by the terms of the District's Pre-Qualification Questionnaire to submit updated or revised information relating to its Pre-Qualification Application must submit all such updated or revised information to the District not less than seven (7) business days prior to the latest date for submission of Bid Proposal; failure of such a Bidder to submit such

information within the time set forth above will result in rejection of the Bidder's Bid Proposal for non-responsiveness. Prior to the last day for submitting Bid Proposals, the District will notify such a Bidder of whether the updated or revised information has resulted in retention of the Bidder's "Qualified Bidder" status or renders the Bidder not to be a "Qualified Bidder."

4.3. Further Information. See Prequalification Application for further information and direction regarding completion and submission of the Prequalification Application.

5. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) cash, (ii) a certified or cashier's check made payable to the District or (iii) a Bid Bond, in the form and content attached hereto, in favor of the District executed by the Bidder as a principal and a Surety as surety (the "Bid Security") in an amount equal to Ten Percent (10%) of the Bid Proposal amount, inclusive of the price(s) proposed for additive Alternate Bid Items, if any. A Bid Proposal submitted without the required Bid Security is non-responsive and will be rejected. If the Bid Security is in the form of a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is in the form and content included herein, duly completed and executed (with notary acknowledgements) on behalf of the Bidder and Surety, and the Surety is an Admitted Surety Insurer under Code of Civil Procedure §995.120.

6. Documents Accompanying Bid Proposal; Signatures. Documents which must be submitted with each Bid Proposal are identified in the Call for Bids. Any document submitted with a Bid Proposal which is not complete, accurate and executed, as required by each document, will result in the Bid Proposal being deemed non-responsive.

7. Bidder Modifications; Withdrawal or Modification of Submitted Bid Proposal.
   7.1. Bidder Modifications to Bid Forms Prohibited. Modifications by a Bidder to the bid forms which are not specifically called for or permitted may result in the Bidder's Bid Proposal being deemed non-responsive and rejected.
   7.2. Erasures; Inconsistent or Illegible Bid Proposals. Bid Proposals must not contain any erasures, interlineations or other corrections unless the same are suitably authenticated by affixing in the margin immediately opposite such erasure, interlineations or correction the initials of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming to the foregoing may be deemed by the District to be non-responsive. If any Bid Proposal or portions thereof, is determined by the District to be illegible, ambiguous or inconsistent, whether by virtue of any erasures, interlineations, corrections or otherwise, the District may reject such a Bid Proposal as being non-responsive.
   7.3. Withdrawal or Modification of Submitted Bid Proposal. A Bidder may not withdraw or modify a Bid Proposal submitted to the District except in strict conformity to the following. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal submits a request for withdrawal or modification in writing to the District; and (ii) the written withdrawal or modification request is actually received by the District prior to the latest date/time for submittal of Bid Proposals. Requests for withdrawal of a Bid Proposal after the public opening of Bid Proposals pursuant to Public Contract Code §5100, et seq. will be considered only if in strict conformity with requirements of Public Contract Code §5100, et seq.

8. Examination of Site and Contract Documents. Each Bidder shall, at its sole cost and expense, inspect the Site and to become fully acquainted with the Contract Documents and conditions affecting the Work. Failure of a Bidder to receive or examine any of the Contract Documents or to inspect the Site shall not relieve such Bidder from any obligation with respect to the Bid Proposal, or the Work required under the Contract Documents. The District assumes no responsibility or liability to any Bidder for, nor shall the District be bound by, any understandings, representations or agreements of the District's agents, employees or officers concerning the Contract Documents or the Work made prior to execution of the Contract which are not in the form of Bid Addenda duly

issued by the District. The submission of a Bid Proposal shall be deemed prima facie evidence of the Bidder's full compliance with the requirements of this section.

9. Job-Walk.
   9.1. Mandatory and Non-Mandatory Job Walk. The District will conduct a Job-Walk at the time(s) and place(s) designated in the Call for Bids. If attendance at the Job Walk is indicated in the Call for Bids as being mandatory, the failure of any Bidder to have its authorized representative present at the entirety of the Job-Walk will render the Bid Proposal of such Bidder to be non-responsive. The attendance by representatives of the Bidder's Subcontractors at a Mandatory Job Walk without attendance by a representative of the Bidder shall not be sufficient to meet the Bidder's obligations hereunder and will render the Bid Proposal of such Bidder to be non-responsive. If a Job Walk is indicated in the Call for Bids as being Non-Mandatory, the Bid Proposal of a Bidder who does not attend the Non-Mandatory Job Walk will not be rejected for non-responsiveness. Notwithstanding the non-compulsory attendance of Bidders at a Non-Mandatory Job Walk, all Bidders are encouraged to attend Non-Mandatory Job Walks.
   9.2. District Additional Job Walk. The District may, in its sole and exclusive discretion, elect to conduct one or more Job-Walk(s) in addition to that set forth in the Call for Bids, in which event the District shall notify all Bidders who have attended a Job Walk. If the District elects to conduct any Job-Walk in addition to that set forth in the Call for Bids, the District shall, in its notice of any such additional Job-Walk(s), indicate whether Bidders' attendance at such additional Job-Walk(s) is/are mandatory.
   9.3. Bidder Requested Additional Job Walk. Any Bidder who has obtained the Bid Documents pursuant to the Call for Bids may, by written request to the District, request an additional Job Walk if the District has designated a Job Walk in the Call for Bids or a Job Walk if the District has not designated a Job Walk in the Call for Bids. The District may, in its sole and exclusive discretion, conduct such requested Job-Walk taking into consideration factors such as the time remaining prior to the scheduled opening of Bid Proposals. Any such requested Job Walk will be conducted only upon the requesting Bidder's agreement to reimburse the District for the actual and/or reasonable costs for the District's staff and its agents and representatives in arranging for and conducting such additional Job-Walk.

10. Agreement and Bonds. The Agreement which the successful Bidder, as Contractor, will be required to execute along with the forms Payment Bond, Performance Bond and other documents and instruments which are required to be furnished are included in the Contract Documents and shall be carefully examined by the Bidder. The required number of executed copies of the Agreement and the form and content of the Performance Bond and the Payment Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents.

11. Pre-Bid Questions; Contract Document Interpretation and Modifications.

    Bidder Pre-Bid Questions. Any Bidder in doubt as to the true meaning of any part of the Contract Documents; finds discrepancies, errors or omissions therein; or finds variances in any of the Contract Documents with the Laws ("Pre-Bid Questions"), shall submit a request for an clarification, interpretation or correction thereof using the form of Pre-Bid Inquiry included with the Contract Documents. Bidders are solely and exclusively responsible for submitting such inquiries or clarification requests not less than SEVEN (7) business days prior to the scheduled closing date for the receipt of Bid Proposals. The District will not respond to any bidder inquiries or clarification requests, unless such inquiries or clarification requests are timely submitted, in writing via email **to all the following three District representatives:** **Anthony.joseph@simivalleyusd.org, jeffery.kipp@simivalleyusd.org; Malihe.shokouhi@simivalleyusd.org.** Responses to Pre-Bid Questions will be by

written addendum issued by, or on behalf of, the District.

11.1. Addenda. A copy of any issued addenda will be e-mailed to each Bidder attending the mandatory Job Walk provided that, each Bidder who attended the mandatory job walk, provided their e-mail address on the sign-in sheet at the mandatory job walk. Bidders shall request inclusion of any other e-mail addresses from the District by email request to: anthony.joseph@simivalleyusd.org. The District will also post a copy of any addenda at the same location on the District's web site where the plans and specifications will be posted under www.simivalleyusd.org under DISTRICT/ BUSINESS & FACILITIES/ WELCOME TO PURCHASING/ BIDS/ RFQ/RFP. Failure to request interpretation or clarification of any portion of the Contract Documents pursuant to the foregoing is a waiver of any discrepancy, defect or conflict therein.

11.2. No Oral Interpretations. No person is authorized to: (i) render an oral interpretation or correction of any portion of the Contract Documents; or (ii) provide oral responses to Pre-Bid Questions. No Bidder is authorized to rely on any such oral interpretation, correction or response.

12. District's Right to Modify Contract Documents. Before the public opening and reading of Bid Proposals, the District may modify the Work, the Contract Documents, or any portion(s) thereof by the issuance of written addenda disseminated to all Bidders who have obtained a copy of the Specifications, Drawings and Contract Documents pursuant to the Call for Bids and/or attending the mandatory Job Walk. If the District issues any addenda during the bidding, the failure of any Bidder to acknowledge such addenda in its Bid Proposal will render the Bid Proposal non-responsive and rejected.

13. Bidder's Assumptions. The District is not responsible for any assumptions made or used by the Bidder in calculating its Bid Proposal Amount including, without limitation, assumptions regarding costs of labor, materials, equipment or substitutions/alternatives for any material, equipment, product, item or system incorporated into or forming a part of the Work which have not been previously expressly approved and accepted by the District. The successful Bidder, upon award of the Contract by the District, if any, will be required to complete the Work for the amount bid in the Bid Proposal within the Contract Time and in accordance with the Contract Documents.

14. Bidders Interested in More Than One Bid Proposal; Non-Collusion Affidavit. No person, firm, corporation or other entity shall submit or be interested in more than one Bid Proposal for the same Work; provided, however, that a person, firm or corporation that has submitted a sub-proposal to a Bidder or who has quoted prices for materials to a Bidder is not disqualified from submitting a sub-proposal, quoting prices to other Bidders or submitting a Bid Proposal for the proposed Work to the District. The form of Non-Collusion Affidavit included in the Contract Documents must be completed and duly executed on behalf of the Bidder; failure of a Bidder to submit a completed and executed Non-Collusion Affidavit with its Bid Proposal will render the Bid Proposal non-responsive.

15. Workers' Compensation Insurance. Pursuant to California Labor Code §3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall execute and deliver to the District the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to the District.

16. Determination of Lowest Responsive Responsible Bid/Award of Contract.

16.1. Waiver of Irregularities or Informalities. The District reserves the right to reject any and all Bid Proposals or to waive any irregularities or informalities in any Bid Proposal or in the bidding.

16.2. Award to Lowest Responsive Responsible Bidder. The award of the Contract for each Bid Package, if made by the District through action of its Board of Education, will be to the responsible Bidder submitting the lowest priced responsive Bid Proposal in accordance with these Instructions for Bidders.

16.3. Alternate Bid Items Proposal. (Not Used)

16.4. Determination of Lowest Responsive Bid. The lowest responsive bid for the Work shall be determined as follows:

The lowest bid shall be the lowest bid price, based on the lowest responsive Bid Proposal Amount.

16.5. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement in the form attached hereto within Seven (7) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Certificates of Insurance evidencing all insurance coverages the Bidder and its Subcontractors are required to obtain under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; (v) Drug-Free Workplace Certificate; (vi) Fingerprint Certificates and (vii) if a Project involves roof work the Roof Project Financial Disclosure Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.

16.6. Alternate Bid Items Not Included in Award of Contract. (Not Used)

16.7. Responsive Bid Proposal. A responsive Bid Proposal shall mean a Bid Proposal which conforms to and complies with requirements of the Bid and Contract Documents. A Bid Proposal that does not conform to material bidding requirements, as reasonably determined by the District, is subject to rejection for non-responsiveness.

16.8. Hearing re Rejected Bid. If a Bidder's bid is rejected by the District for responsiveness, but the Bidder contends that the basis of rejection is for responsibility, not responsiveness, the Bidder may request a responsibility hearing on that rejection: (i) if the District issues a notice of intent to award a contract to a Bidder whose bid is higher than the bid that was rejected; and (ii) the Bidder strictly complies with the following provisions relating to time limitations for requesting a responsibility hearing. To be considered by the District, such a request for a responsibility hearing must be in writing and submitted to the District's Assistant Superintendent, Business Services Division, and must be actually received by the District's Assistant Superintendent, Business Services Division by the earlier of: (i) 5:00 PM one (1) business day after the District's notice to the Bidder of the District's rejection of the Bidder's Bid Proposal; or (ii) 5:00 PM one (1) business day after the date of the District's notice of intent to award a contract. If a Bidder does not request a responsibility hearing in strict conformity with the foregoing, such Bidder shall be deemed to have knowingly and voluntarily waive rights to a hearing. The District will grant or deny such request for a hearing based on the holding of the California Court of Appeal in *Great West Contractors, Inc. v. Irvine Unified School District* (2010) 187 Cal. App. 4th 1425. If a Bidder timely requests a hearing pursuant to the foregoing, the District will notify such Bidder in writing by 5:00 PM two (2) business days after the date of the Bidder's request for hearing is submitted of the District grant or denial of such a hearing. If the District grants a hearing, the District will schedule the hearing for a date not less than three (3)

business days after the date of such notice to the Bidder requesting a hearing. If the District holds such a hearing, any Bidder may at its own expense: i) be represented at the hearing by legal counsel; ii) record the proceedings by court reporter; iii) present oral and/or written statements and/or other documents.

16.9. Responsible Bidder.

16.9.1. Bidder Capacity. Factors affecting the Bidder's capacity to perform and complete the Work will be assessed, including: (i) Bidder's access to labor, materials and other resources necessary to complete the Work; (ii) Bidder's ability to complete the Work within the time established for completion of the Work, or portions thereof; and (iii) Bidder's ability to complete warranty obligations.

16.9.2. Bidder Character, Integrity. Factors reflecting the character and integrity of the Bidder, including: (i) other public agency finding/determination, within the past five (5) years, that the Bidder is not responsible; (ii) currently debarred from bidding public works projects or debarment from bidding within past five (5) years; and (iii) false claims liability within the past five (5) years under local, state or federal laws.

16.9.3. Bidder Financial Capability. Factors considered include: (i) sufficiency of the Bidder's financial resources; (ii) whether the Bidder is current in payment of debts and performance of other financial obligations; and (iii) bankruptcy or insolvency proceedings have been instituted within the past five (5) years.

16.9.4. Bidder Prior Performance. The Bidder's prior performance on prior public works contracts, including without limitation: (i) cost overruns; (ii) compliance with general conditions and other contractual requirements, including schedule development, schedule updates and coordination of labor, material/equipment procurements and subcontractors; (iii) completion within allocated time; (iv) submittal of unsubstantiated, unsupported or excessive cost proposals, claims or contract adjustment requests; (iv) completion of a project by a surety; (vi) owner's exercise of default remedies; and (vii) finding or determination by any public agency that the Bidder is not a responsible bidder.

16.9.5. Safety. Factors include: (i) findings of serious or willful safety violations of safety laws, regulations or requirements by any local, state or federal agency within the past five (5) years; (ii) adequacy and implementation of safety plans, programs for on-site and off-site construction and construction related activities; and (iii) Workers Compensation Insurance EMR rating exceeding 1.25.

17. Subcontractors.

17.1. Designation of Subcontractors; Subcontractors List. In accordance with Public Contract Code §4104, the Subletting and Subcontracting Fair Practices Act (California Public Contract Code §§4100 et seq.), each Bidder shall submit, on the form of Subcontractors List included with the Contract Documents, a list of its proposed Subcontractors for the proposed Work, including any Alternate Bid Items, who will perform/provide portions of the Work valued at or more than one-half (1/2) of one percent (1%) of the amount proposed by the Bidder for the Work. The Subcontractors List consists of five (5) columns, each of which requires the Bidder's disclosure of information relating to each listed Subcontractor as follows:

Column A Name of Subcontractor
Column B Subcontractor's Address
Column C Subcontractor's Portion of the Work
Column D Subcontractor's California Contractors' License
Column E Subcontractor DIR Registration

Columns A, B, C and D of the Subcontractors List must be completed by the Bidder for each Subcontractor identified by the Bidder in its Subcontractors List submitted concurrently with the Bidder's Bid Proposal. If Column E of the Subcontractors List is/are not completed on the form

of Subcontractors List submitted by a Bidder concurrently with its Bid Proposal, such Bidder shall submit the information required by Column E, as applicable, of the Subcontractors List for each listed Subcontractor within twenty-four (24) hours after the latest date/time for submission of Bid Proposals. Failure of a Bidder to comply with the foregoing will render the Bidder's Bid Proposal non-responsive and rejected.

17.2. Work of Subcontractors. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be complimentary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. Accordingly, all Bidders are encouraged to disseminate all of the Specifications, Drawings and other Contract Documents to all persons or entities submitting sub-bids to the Bidder. The omission of any portion or item of Work from the Bid Proposal or from the sub-bidders' sub-bids which is/are necessary to produce the intended results and/or which are reasonably inerrable from the Contract Documents is not a basis for adjustment of the Contract Price or the Contract Time. Dissemination of the Contract Documents to sub-bidders and dissemination of addenda issued during the bidding process is solely the responsibility of each Bidder.

17.3. Subcontractor Bonds. Pursuant to California Public Contract Code §4108, if a Bidder requires a bond or bonds of its Subcontractor(s), whether the expense of procuring such bond or bonds are to be borne by the Bidder or the Subcontractor(s), such requirements shall be specified in the Bidder's written or published request for sub-bids. Failure of the Bidder to comply with these requirements shall preclude the Bidder from imposing bonding requirements upon its Subcontractor(s) or rejection of a Subcontractor's bid under California Public Contract Code §4108(b).

18. Department of Justice. Except when there are no pupils present at the Site, no employee or independent contractor to the Contractor, nor any employee or independent contractor to any Subcontractor, of any tier, shall be permitted access to the Site nor to perform any Work at the Site until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.

19. Workers' Compensation Insurance. Pursuant to California Labor Code § 3700, the successful Bidder shall secure Workers' Compensation Insurance for its employees engaged in the Work of the Contract. The successful Bidder shall execute and deliver to the District the form of Workers Compensation Certification included in the Contract Documents concurrently with such Bidder's delivery of the executed Agreement to the District.

20. Bid Security Return. The Bid Security of the Bidders submitting the three lowest priced Bid Proposals, the number being solely at the discretion of the District, will be held by the District for ten (10) days after the period for which Bid Proposals must be held open (which is set forth in the Call for Bids) or until posting by the successful Bidder(s) of the bonds, certificates of insurance required and return of executed copies of the Agreement, whichever occurs later, at which time the Bid Security of such other Bidders will be returned to them.

21. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within Seven (7) calendar days from the date of receiving notification that it is the Bidder to whom the Contract has been awarded, the District may declare the Bidder's Bid Security forfeited as damages caused by the failure of the Bidder to enter into the Contract and may thereupon award the Contract for the Work to the responsible Bidder submitting the next lowest Bid Proposal or may call for new bids, in its sole and exclusive discretion.

22. Contractors' License. No Bid Proposal will be considered from a Bidder who, at the time Bid Proposals are opened, is not licensed to perform the Work of the Contract Documents, in accordance with the Contractors' License Law, California Business & Professions Code §§7000, *et seq*. This requirement is not a mere formality and will not be waived by the District or its Board of Education. The required California Contractors' License classification(s) for the Work is set forth in the Call for Bids. Any Bidder not duly and properly licensed is subject to all penalties imposed by law. No payment shall be made for the Work unless and until the Registrar of Contractors verifies to the District that the Bidder awarded the Contract is properly and duly licensed for the Work.

23. Non-Discriminatory Employment Practices. It is the policy of the District that there be no discrimination against any prospective or active employee engaged in the Work because of race, color, ancestry, national origin, religious creed, sex, age, marital status or other legally protected classification. All Bidders agree to comply with the District's non-discrimination policy and all applicable Federal and California anti-discrimination laws including but not limited to the California Fair Employment & Housing Act beginning with California Government Code §§ 12940, *et seq.* and California Labor Code § 1735. In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

24. Sexual Harassment. It is the policy of the District to ensure that everyone complies with Education Code, Government Code, Title V of the Administrative Code, and all other related statues related to the prevention of Sexual Harassment. All Bidders agree to comply with the District's Sexual Harassment Prevention Program and all applicable Federal and California laws including but not limited to the California Fair Employment & Housing Act commencing with California Government Code §12950, *et seq.* In addition, all Bidders agree to require like compliance by any Subcontractor employed by them on the Work of the Contract.

25. Public Records. Bid Proposals and other documents responding to the Call for Bids become the exclusive property of the District upon submittal to the District. At such time as the District issues the Notice of Intent to award the Contract pursuant to these Instructions for Bidders, all Bid Proposals and other documents submitted in response to the Call for Bids become a matter of public record and shall be thereupon be considered public records, except for information contained in such Bid Proposals deemed to be Trade Secrets (as defined in California Civil Code § 3426.1) and information provided in response to the Statement of Qualifications. A Bidder that indiscriminately marks all or most of its Bid Proposal as exempt from disclosure as a public record, whether by the notations of "Trade Secret," "Confidential," "Proprietary," or other similar notations, may result in, or render, the Bid Proposal non-responsive and rejected. The District is not liable or responsible for the disclosure of such records, including those exempt from disclosure if disclosure is deemed required by law, by an order of Court, or which occurs through inadvertence, mistake or negligence on the part of the District or its officers, employees or agents. At such time as Bid Proposals are deemed a matter of public record, pursuant to the above, any Bidder or other party shall be afforded access for inspection and/or copying of such Bid Proposals, by request made to the District in conformity with the California Access to Public Records Act, California Government Code §§6250, et. seq. If the District is required to defend or otherwise respond to any action or proceeding wherein request is made for the disclosure of the contents of any portion of a Bid Proposal deemed exempt from disclosure hereunder, the Bidder submitting the materials sought by such action or proceeding

agrees to defend, indemnify and hold harmless the District in any action or proceeding from and against any liability, including without limitation attorneys' fees arising therefrom. The party submitting materials sought by any other party shall be solely responsible for the cost and defense in any action or proceeding seeking to compel disclosure of such materials; the District's sole involvement in any such action shall be that of a stakeholder, retaining the requested materials until otherwise ordered by a court of competent jurisdiction.

26. Drug Free Workplace Certificate. In accordance with California Government Code §§ 8350 et seq., the Drug Free Workplace Act of 1990, the successful Bidder will be required to execute a Drug Free Workplace Certificate concurrently with execution of the Agreement. The successful Bidder will be required to implement and take the affirmative measures outlined in the Drug Free Workplace Certificate and in California Government Code §§8350 et seq. Failure of the successful Bidder to comply with the measures outlined in the Drug Free Workplace Certificate and in California Government Code §§ 8350 et seq. may result in penalties, including without limitation, the termination of the Agreement, the suspension of any payment of the Contract Price otherwise due under the Contract Documents and/or debarment of the successful Bidder.

27. Roof Projects Certification Re Financial Relationships Disclosure. (Not Used)

28. Compliance with Immigration Reform and Control Act of 1986. The Bidder is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101, *et seq.* (the "IRCA"); the successful Bidder shall also require that any person or entity employing labor in connection with any of the Work of the Contract shall so similarly comply with the IRCA.

29. Notice of Intent to Award Contract. Following the public opening and reading of Bid Proposals, the District will issue a Notice of Intent to Award the Contract, identifying the Bidder to whom the District intends to award the Contract and the date/time/place of the District's Board of Education meeting at which award of the Contract will be considered.

30. Substitute Security. The successful Bidder may request substitution of eligible and equivalent securities for any monies withheld by the District to ensure the Contractor's performance under the Contract pursuant to California Public Contract Code §22300. The foregoing notwithstanding, the Bidder to whom the Contract is awarded shall make its written request to the District for substitute security not later than the date of the submission of the first Application for Progress Payment; failure to request substitute security on or prior to such date shall be deemed a waiver of rights under Public Contract Code §22300.

31. Bid Protest.
    31.1. Submittal of Bid Protest. Any Bidder submitting a Bid Proposal to the District may file a protest of the District's intent to award the Contract provided that all of the following are complied with: (i) the bid protest is in writing; (ii) the bid protest is filed and received by the District's Assistant Superintendent, Business Services Division, not more than five (5) calendar days after the date of issuance of the District's Notice of Intent to Award the Contract; and (iii) the written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest; any matters not set forth in the written bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and creditable evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.
    31.2. District Review and Disposition of Bid Protest. Provided that a bid protest is filed in strict conformity with the foregoing, the District's Assistant Superintendent, Business Services

Division, or such individual(s) as may be designated by him/her ("Designee") will review and evaluate the basis of the bid protest. The District's Assistant Superintendent, Business Services Division, or Designee shall provide the Bidder submitting the bid protest with a written statement concurring with or denying the bid protest ("Bid Protest Response"). The Bid Protest Response is deemed the final action of the District and not subject to appeal or reconsideration by any other employee or officer of the District or the Board of Education of the District. The issuance of the Bid Protest Response by the District's Assistant Superintendent, Business Services Division, or the Designee is an express condition precedent to the institution of any legal or equitable proceedings relative to the bidding process, the District's intent to award the Contract, the District's disposition of any bid protest or the District's decision to reject all Bid Proposals. If any such legal or equitable proceedings are instituted and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. Each Bidder shall acknowledge in the Bid Proposal that the foregoing is a binding attorneys' fee agreement pursuant to Civil Code §1717 and shall be enforceable against the Bidder and the District.

[End of Section]

BID PROPOSAL

Project: **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS**
Bid No. 21D6BX357

Bidder Name	_____	
Bidder Representative(s)	_____ Name and Title _____ Name and Title	
Bidder Representative(s) Contact Information	Email Address(es) _____ _____	Phone/Fax (_____) _____ Telephone (_____) _____ Fax
Bidder Mailing Address	_____ Address _____ City/State/Zip Code	
California Contractors' License	_____ Number _____ Classification(s) and Expiration Date	

1. Bid Proposal.

1.1 Bid Proposal Amount. The undersigned Bidder proposes and agrees to furnish and install the Work including, without limitation, providing and furnishing any and all labor, materials, tools, equipment and services necessary to complete, in a workmanlike manner in accordance with the Contract Documents, all of the Work described as: **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS Bid No. 21D6BX357** , for the sum of:

$ ☐☐ , ☐☐☐ , ☐☐☐ . ☐☐

_____ Dollars
(in words; printed or typed)

The Bid Proposal Amount includes the Allowance Amount set forth in Paragraph 1.2, below. The Bidder confirms that it has checked all of the above figures and understands that neither the District nor any of its agents, employees or representatives shall be responsible for any assumptions, errors or omissions on the part of the undersigned Bidder in preparing and submitting this Bid Proposal.

1.2 Allowance. The Bidder and District acknowledge that the **Bid Proposal Price set forth above includes an Allowance Amount in the aggregate amount of Thirty–Thousand Dollars ($30,000.00) for items described in in the Allowances section of the Special Conditions.**

Although included in the Bid Proposal Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Any Allowance Amount not fully consumed shall belong solely to

the District and shall be refunded to the District by a deductive change order. By submitting this Bid Proposal, the Bidder confirms that the Bid Price proposed in Paragraph 1.1 is inclusive of the Allowance Amount.

1.3 Acknowledgment of Bid Addenda. The Bidder confirms that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in Bid Addenda, if any, issued by or on behalf of the District.

_____ **Addenda Nos. _____** received, acknowledged
(initial) and incorporated into this Bid Proposal.

2. Documents Accompanying Bid Proposal. (a) Bid Security; (b) Subcontractors List; (c) Non-Collusion Declaration; (d) Certification of Contractor and Subcontractor(s) DIR Registration, and (e) Certification of Prevailing Wage & Related Labor Requirements. The Bidder acknowledges that if this Bid Proposal and the foregoing documents are not fully in compliance with applicable requirements set forth in the Call for Bids, the Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the undersigned will execute and deliver to the District the Agreement in the form attached hereto within Seven (7) calendar days after notification of award of the Contract. Concurrently with delivery of the executed Agreement to the District, the Bidder awarded the Contract shall deliver to the District: (i) Certificates of Insurance evidencing all insurance coverages required under the Contract Documents; (ii) Performance Bond; (iii) Labor and Material Payment Bond; (iv) Certificate of Workers' Compensation Insurance; and (v) Drug-Free Workplace Certificate. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescinding award of the Contract and/or forfeiture of the Bidder's Bid Security. In such event, the District may, in its sole and exclusive discretion elect to award the Contract to the responsible Bidder submitting the next lowest priced Bid Proposal or to reject all Bid Proposals.

4. Contractors' License. The Bidder certifies that: (i) it is possesses a valid and in good standing Contractors' License, in the necessary class(es), for performing the Work as set for in the Call for Bids; (ii) that such license shall be in full force and effect throughout the duration of the performance of the Work; and (iii) that all Subcontractors providing or performing any portion of the Work are properly licensed to perform their respective portions of the Work at the time of submitting this Bid Proposal and will remain so properly licensed at all times during their performance of the Work.

5. Agreement to Bidding Requirements and Attorney's Fees. The undersigned Bidder acknowledges and confirms its receipt, review and agreement with, the contractual requirements set forth in this Bid Proposal and the Contract Documents. By executing this Bid Proposal hereinbelow, the Bidder expressly acknowledges and agrees that if the Bidder institutes any legal or equitable proceedings in connection with this Bid Proposal and the District is named as a party thereto, the prevailing party(ies) shall recover from the other party(ies), as costs, all attorneys' fees and costs incurred in connection with any such proceeding, including any appeal arising therefrom. This provision shall constitute a binding attorneys' fee agreement in accordance with and pursuant to California Civil Code §1717 which shall be enforceable against the Bidder and the District. This attorneys' fee provision shall be solely limited to legal or equitable proceedings arising out of a bid protest or the bidding process and shall not extend to

or have any force and effect on the Contract for the Work or to modify the terms of the Contract Documents for the Work.

6. Acknowledgment and Confirmation. The undersigned Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The undersigned Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. The undersigned Bidder certifies that it has, or has available, all necessary equipment, personnel, materials, facilities and technical and financial ability to complete the Work for the amount bid herein within the Contract Time and in accordance with the Contract Documents.

By: _____
(Signature of Bidder's Authorized Officer or Representative)

_____
(Typed or Printed Name)

Title: _____

SEE NEXT PAGE FOR PRE-BID RFI FORM

(FOR PRE-BID USE ONLY)

PRE-BID REQUEST FOR INFORMATION
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Date of Pre-Bid RFI:_____
Project Name:
SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS
Bid No. 21D6BX357
Project No: _____

Bidder Name:
_____
_____

Bidder's Pre-Bid Request for Information (Include references to Drawing Sheet Numbers and/or Sections of the Specifications)

_____
_____
_____
_____
_____
_____
_____
_____
_____

Additional pages attached by Bidder: ___ Yes ___ No
Number of additional pages attached by Bidder: _____

Response to Bidder's Pre-Bid Request for Information

_____
_____
_____
_____
_____
_____
_____
_____

Additional pages of RFI Response attached: ___ Yes ___ No
Number of additional RFI Response pages attached: _____

Date of RFI Response:_____

Submitted By:

_____
(Bidder Name)

_____
(Signature of Bidder's Authorized Employee, Officer or Representative)

Submittal Date:_____

Bidder Contact Information:

_____
(Bidder Contact Name)

_____
(Phone and Fax)

_____
(Email Address)

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SUBCONTRACTORS LIST

Project **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS**
Bid No. 21D6BX357

Name of Bidder: _____

Authorized Signature: _____

(A) Licensed Name of Subcontractor	(B) Subcontractor Office, Mill or Shop Address	(C) Subcontractor Trade or Portion of Work	(D) Subcontractor Contractors' License No.	(E) Subcontractor DIR Registration [Submit within 24 hours of Bid Opening per Paragraph 17.1 of Instructions For Bidders]

Copy this form as needed for additional page(s)

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SIMI VALLEY UNIFIED SCHOOL DISTRICT

CERTIFICATION OF PREVAILING WAGE AND RELATED LABOR REQUIREMENTS

PROJECT: **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS**
Bid No. 21D6BX357

CONTRACTOR:_____
(company name)

I hereby certify that the firm identified above will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project including, without limitation, labor compliance monitoring and enforcement by the Department of Industrial Relations.

I hereby certify that I will also conform to the Federal Labor Standards Provisions regarding minimum wages, withholding, payrolls and basic records, apprentice and trainee employment requirements, equal employment opportunity requirements, Copeland Act requirements, Davis-Bacon and Related Act requirements, Contract Work Hours and Safety Standards Act requirements, and any and all other applicable requirements for federal funding for all Work on the above Project.

Date: _____

Company Name: _____

Contractor Signature: _____

Printed Name: _____

Title: _____

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SIMI VALLEY UNIFIED SCHOOL DISTRICT

PUBLIC WORKS

APPLICATION FOR PRE-QUALIFICATION
[Projects over $175,000 and less than $1,000,000]

1. **Introduction**

1.1. Simi Valley Unified School District, "District" will be soliciting bids for modernization, reconstruction, technology, and new construction projects. As a precondition of bidding and in accordance with the provisions of Section 20111.5 of the California Public Contract Code, Simi Valley Unified School District requires that all prospective bidders on public works projects that involve a projected expenditure of more than One Hundred Seventy-Five Thousand Dollars ($175,000.00) and less than One Million Dollars ($1,000,000.00), submit a completed Application for Prequalification on the forms supplied by the District.

1.2. To submit a bid on a District project, the prospective bidder must submit a completed Application for Prequalification to the District no less than at least seven (7) business days prior to the bid opening date for a particular project or other date established by and at the discretion of the District and must be prequalified at least one (1) business day prior to the date fixed for the public opening of sealed bids. The District will notify the applicant if, in the District's opinion, the applicant meets the prequalification requirements and may bid the project(s).

1.3. Prequalification by the District is valid for one (1) year from the date that the District notifies the Applicant of same and shall be limited to public works projects that involve a projected expenditure of more than One Hundred Seventy-Five Thousand Dollars ($175,000.00) and less than One Million Dollars ($1,000,000.00).

2. **Submission of Completed Application**

An original and one (1) copy of the fully completed Prequalification Application with all required documentation should be submitted to the District in a sealed envelope labeled in the lower left-hand corner "CONFIDENTIAL– Prequalification Application" and submitted to:

Simi Valley Unified School District
Bond Management Office
101 West Cochran Street
Simi Valley, CA 93065

3. Bids for projects requiring prequalification will not be accepted from prospective bidders who do not have a prequalification statement on file with the District.

PREQUALIFICATION APPLICATION

Simi Valley Unified School District ("District") has determined that all prospective bidders must be pre-qualified prior to submitting bids for all public works projects with a Project Contract Price of more than One Hundred Seventy-Five Thousand Dollars ($175,000.00) and less than One Million Dollars ($1,000,000.00). If a Contractor does not already have a current and valid prequalification letter on file with the District, it is mandatory that all licensed Contractors who intend to submit bids complete this Prequalification Application, provide all materials requested herein, and be approved by the District to be on the Prequalified Bidder's list. No Bid will be accepted from a prospective bidder that has failed to comply with these requirements. If two or more business entities submit a bid on a project as a Joint Venture, or expect to submit a bid as part of a Joint venture, each entity within the Joint Venture must be separately qualified to bid. Contractors are encouraged to submit prequalification packages as soon as possible, so that they may be notified of omissions of information to be remedied or of their prequalification status well in advance of the bid advertisement for any given project.

1. Contents of Prequalification Application; Responsiveness.

A Prequalification Application consists of the following:

- Prequalification Application
- DIR Registration Verification
- Construction Projects Completed
- Construction Projects in Progress
- Reference Evaluations
- Financial Statement and Accountant's Release Letter
- Notarized Statement of Bondability
- Notarized Statement of Insurability

Any Prequalification Application not containing the above-referenced requisite documents completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury may render the Prequalification Application non-responsive. All information or responses of a prospective Bidder in its Prequalification Application and other documents accompanying the Prequalification Application shall be complete, accurate and true. Any statement which is proven to be false shall be grounds for immediate disqualification.

2. Questions Regarding Prequalification Application.

All questions regarding the Prequalification Application or Prequalification process must be submitted no later than seven business days prior to the latest date for submission of bid proposals. Questions will only be accepted in writing and sent via email to the SVUSD Bond Program Manager, Anthony Joseph to anthony.joseph@simivalleyusd.org.

3. **Prequalification Application.**
The District requires all prospective bidders to answer the questions contained in this Prequalification Application and submit the requisite documentation. These documents will be the basis of rating bidders to determine whether a bidder is qualified to bid on District Projects. The District reserves the right to determine qualification on the basis of additional information secured from any source. The District's decision will be based on objective evaluation criteria and scorable questions. Not all questions in the questionnaire are scorable; some questions simply ask for information about the contractor firm's structure, officers and history. Omission of requested information may result the Prequalification Application being deemed non-responsive.

4. **DIR Registration Verification.**
To qualify as a Prequalified Bidder, each Contractor must be a DIR Registered Contractor and complete and submit the DIR Registration Verification, attached to the Prequalification Application as Attachment 1. The Pre-Qualification Application of a Bidder who is not a DIR Registered Contractor will be rejected as non-qualified.

5. **Construction Projects Completed; Construction Projects in Progress Forms; Reference Evaluations.**
Using the forms attached as Attachments 2, 2A and 3 to this Prequalification Application, Applicant shall provide the required information for: (i) its six (6) most recently completed public works projects and its three (3) largest completed private projects within the last five (5) years; and (ii) all construction projects Applicant's organization currently has in progress. Names and references must be current and verifiable. For its three (3) largest completed public works projects within the last five years, Applicant shall send a copy of the completed Attachment 2, together with Attachment 2A Reference Questionnaire, to each Project Owner for Owner's verification and submission of all pages to the District.

6. **Financial Statement and Accountant's Release Letter.**
The certificate of a licensed Certified Public Accountant will be required in all cases. A suggested form of a certificate for both an audit and a review is attached hereto. One of these may be used if appropriate. It will be acceptable for the accountant to submit a certificate in the accountant's own words. However, such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the District. Accountant's Release Letter will also be required. The District will verify financial statement validity with responsible accountant.

7. **Notarized Statement of Bondability.**
The prospective bidder must attach a notarized statement from an admitted surety insurer authorized to issue bonds in the State of California that has an A.M. Best rating of A- or better which states the bidder's current available bonding capacity, bonding capacity for a single contract, and total bonding capacity. Bonding capacity for a single contract must be at least One Million Dollars ($1,000,000), and total bonding capacity must be at least Two Million Dollars ($2,000,000).

8. Notarized Statement of Insurability.

The prospective bidder must attach a notarized statement from a qualified insurer which states the current insurability of Applicant. The Applicant must show insurability of at least $2,000,000 per occurrence/$2,000,000 aggregate in Comprehensive General Liability Insurance. Notarized Statement of Insurability will be accepted by the District only if the insurer is: (i) A.M. Best rated A- or better; (ii) A.M. Best Financial Size Category VII or higher; and (iii) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California.

9. Waiver of Irregularities.

The District reserves the right to waive minor irregularities and omissions in the information contained in the Prequalification Application submitted, to make all final determinations.

10. Late Applications.

The District may refuse to grant prequalification where the requested information and materials are not provided by the specified date and time. There is no appeal from a failure to submit a complete application or from submission of a late application. The closing time for prequalification will not be changed to accommodate supplementation of an incomplete submission of an application, or a late submission of an application.

11. Confidentiality.

The completed Prequalification Applications submitted by Applicants are not public records and are not open to public inspection. All information provided will be kept confidential to the extent permitted by law. However, the contents may be disclosed to third parties for purpose of verification, or investigation of substantial allegations, or in the appeal process. State law requires, however, that the names of Applicants applying for prequalification status shall be subject to disclosure, and the first page of the questionnaire will be used for that purpose.

12. Notification of Prequalification Results.

Applicants will be notified by fax or e-mail of their prequalification rating. Prequalification approval will remain valid for 1-year (365 calendar days) from the date that the District notifies the Applicant, except that the District reserves the right during the calendar year to adjust, increase, limit, suspend or rescind the prequalification ratings based on subsequently learned information and after giving notice of the proposed action to the prequalified Bidder and affording the prequalified Bidder an opportunity to rebut any evidence used as a basis for disqualification and to present evidence to the District as to why the prequalified Bidder's prequalification status should not be altered or rescinded.

13. Post-Bid Determination of Responsibility.

While it is the intent of this Prequalification Application to assist the District in determining bidder responsibility prior to bid, neither the fact of prequalification, nor any prequalification rating, will preclude the District from a post-bid consideration and determination of whether a bidder is responsible and has the quality, fitness, capacity and experience to satisfactorily perform the proposed work, and has demonstrated the requisite trustworthiness.

14. Prequalification Requirements/Scoring.

To prequalify, each prospective bidder must meet or exceed the requirements outlined in the sections below:

i) Pass/Fail Section

Part IV, Section I – Essential Requirements for Qualification. The questions within this section are evaluated utilizing pass or fail approach. Bidders that do not meet all requirements in this section will not be qualified to bid. Bidders receiving a fail score in this section will not be evaluated any further.

ii) Scoring Sections.

Part III: Reference Evaluations. The Reference Evaluations will be used to evaluate the Applicants past performance. The Applicant shall send this questionnaire to the owner references listed for each of Contractor's three largest public works projects completed within the last five years and shall ensure that the three (3) completed questionnaires are sent directly from the references to Simi Valley Unified School District. If more than three responses are received by the District the three (3) lowest scored questionnaires will be utilized in calculating the points from this section. A score of zero will be assigned for any questionnaires less than three (3) not received by the District, and a maximum score of ten (10) for each received questionnaire. The highest possible score for this part is thirty (30) Points. *Please be advised that all references are subject to verification.*

Part IV, Section II - Evaluation Criteria. The questions in this section are evaluated utilizing a points system. The points from this section will be added to the points from section III. There are 167 possible points in this section.

Total Scoring - Parts III and IV. Bidders must achieve a minimum score of 147 out of 197 possible on questions that are scored and the reference questionnaires contained in parts II and III. Note that meeting the minimum score on the scored sections does not guarantee prequalification as there are non-scored questions that will also be objectively evaluated.

15. Disqualification.

Failure or refusal to complete all questions and provide all information requested within this pre-qualification application form shall be a basis for disqualification. Further, any statement which is proven to be false shall be grounds for immediate disqualification.

16. Appeal of Prequalification Rating.

Where a timely and completed Prequalification Application results in a rating below that necessary to prequalify or an Applicant is deemed disqualified based upon the essential elements, an appeal can be made. An appeal is begun by the Applicant delivering notice to Director of Purchasing, Simi Valley Unified School District of its appeal of the decision with respect to its prequalification rating, no later than two (2) business days after the District provides notice to the Applicant of the Applicant prequalification status for District Projects. The written appeal shall set forth in detail all grounds for the appeal, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the appeal. Any matters not set forth in the written appeal may be deemed invalid. All factual contentions must

be supported by competent, admissible and credible evidence.

Unless the Applicant submits a timely appeal, the Applicant waives any and all rights to challenge the decision of the District, whether by administrative process, judicial process or any other legal process or proceeding.

Upon receipt of a timely written appeal from Applicant, the District shall have five (5) business days within which to prepare and forward to Applicant a written response to Applicant's Appeal which advises Applicant of the basis for the District's prequalification determination. If Applicant disputes the District's response, Applicant may submit to the District a written request for an appeal hearing, provided such request is made no later than two (2) business days after the District serves its written response on Applicant. Applicant's failure to submit a written request for an appeal hearing within the two (2) working day period shall be deemed to have waived its right to an appeal hearing and shall also waive any and all rights to challenge the decision of the District, whether by administrative process, judicial process or any other legal process or proceeding.

If the Applicant gives the required notice of appeal and requests a hearing, the hearing shall be conducted so that it is concluded no later than five business days after Public Entity's receipt of the notice of appeal. The hearing shall be an informal process conducted by a panel to whom the District's Board of Education has delegated responsibility to hear such appeals (the "Appeals Panel"). The Applicant will be given the opportunity to present information and present reasons in opposition to the rating. After the conclusion of the hearing, a decision will be rendered and the Applicant shall be notified in writing of the decision. It is the intention of the District that the date for the submission and opening of bids will not be delayed or postponed to allow for completion of an appeal process.

An Applicant may be found not pre-qualified for bidding on a specific public works contract to be let by the District, or on all contracts to be let by the District until the Applicant meets the District's requirements. In addition, an Applicant may be found not pre-qualified for either: (1) omission of requested information or (2) falsification of information.

Any appeal not conforming to the foregoing may be rejected by the District as invalid. The foregoing notwithstanding, Applicant's waiver of an appeal hearing shall not render this appeal process invalid.

SIMI VALLEY UNIFIED SCHOOL DISTRICT
PREQUALIFICATION APPLICATION

PART I. ***CONTACT INFORMATION***

Firm Name: _____ Check One: ☐ Corporation
(as it appears on license) ☐ Partnership
☐ Sole Prop.

Contact Person (Name/Title): _____

Address: _____

Phone: _____ Fax: _____ E-Mail: _____
(Mandatory Notification Fax)

If firm is a sole proprietor or partnership:

Owner(s) of Company _____

Contractor's License Classifications and License Numbers: _____

_____

PART II. ***STATEMENT OF EXPERIENCE***

A. Current Organization and Structure of the Business

For Firms That Are Corporations:

1a. Date incorporated: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each person who is either (a) an officer of the corporation (president, vice president, secretary, treasurer), or (b) the owner of at least ten percent (10%) of the corporation's stock.

Name	Position	Years with Co.	% Ownership	Social Security #

1d. Identify every construction firm that any person listed above has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years. ***NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or***

more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Firm	Dates of Person's Participation with Firm

For Firms That Are Partnerships:

1a. Date of formation: _____

1b. Under the laws of what state: _____

1c. Provide all the following information for each partner who owns ten percent (10%) or more of the firm.

Name	Position	Years with Co.	% Ownership	Social Security #

1d. Identify every construction company that any partner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten percent or more of the business, or ten percent or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Are Sole Proprietorships:

1a. Date of commencement of business. _____

1b. Social security number of company owner. _____

1c. Identify every construction firm that the business owner has been associated with (as owner, general partner, limited partner or officer) at any time during the last five years.
NOTE: For this question, "owner" and "partner" refer to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock, if the business is a corporation.

Person's Name	Construction Company	Dates of Person's Participation with Company

For Firms That Intend to Make a Bid as Part of a Joint Venture:

1a. Date of commencement of joint venture. _____

1b. Provide all of the following information for each firm that is a member of the joint venture that expects to bid on one or more projects:

(i) Name of firm	% Ownership of Joint Venture

B. History of the Business and Organizational Performance

2. Has there been any change in ownership of the firm at any time during the last three years?
NOTE: A corporation whose shares are publicly traded is not required to answer this question.
☐ Yes ☐ No
If "yes," explain on a separate signed page.

3. Is the firm a subsidiary, parent, holding company or affiliate of another construction firm?
NOTE: Include information about other firms if one firm owns fifty percent(50%) or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
If "yes," explain on a separate signed page.

4. Are any corporate officers, partners or owners connected to any other construction firms?
NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.
☐ Yes ☐ No
If "yes," explain on a separate signed page.

5. If your organization has conducted business under a name or name style different than your organization's present name, identify all prior name(s) or name style(s):

_____

_____

6. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years

7. Was your firm in bankruptcy at any time during the last five years?
☐ Yes ☐ No
If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.

8. Your organization's Federal Tax Identification Number: _____

9. State your firm's gross revenues for each of the last three years:
_____ _____ _____

10. State your firm's net revenues for each of the last three years:
_____ _____ _____

11. The Contractor has the following net worth, computed as total assets minus current liabilities:

Contractor's Total Assets: $ _____

Contractor's Current Liabilities: < _____ >

Contractor's Net Worth: $ _____

12. Bonding capacity: Provide documentation from your surety confirming your firm has sufficient bonding capacity for this Project and identifying the following:
Name of bonding company/surety: _____

Name of surety agent, address and telephone number:
_____
_____
_____
Total bonding capacity: _____

13. List all other sureties (name and full address) that have written bonds for your firm during the last five years, including the dates during which each wrote the bonds:
_____
_____
_____

14. In what type of construction does your firm specialize?
_____

Licenses

9. List all California construction license numbers, classifications and expiration dates of the California contractor licenses held by your firm:

_____

_____

_____

10. If any of your firm's license(s) are held in the name of a corporation or partnership, list below the names of the qualifying individual(s) listed on the CSLB records who meet(s) the experience and examination requirements for each license.

_____

_____

_____

11. Has your firm changed names or license number in the past five years?
☐ Yes ☐ No
If "yes," explain the reason for the change on a separate signed page.

12. Has any owner, partner or (for corporations) officer of your firm operated a construction firm under any other name in the last five years?
☐ Yes ☐ No
If "yes," explain the reason for the change on a separate signed page.

13. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes ☐ No
If "yes," please explain on a separate signed sheet.

DIR Registration

14. **DIR Registration Verification Form**. Each Contractor and Subcontractor must complete and submit with its Pre-Qualification Application the form of DIR Registration Verification included with the Contract Documents. A Pre-Qualification Application submitted without the DIR Registration Verification duly completed and executed by the Contractor/Subcontractor will result in rejection of the Pre-Qualification Application as non-qualified.

PART III. CONTRACTOR'S PERFORMANCE/EXPERIENCE AND REFERENCE EVALUATION

Using the forms attached hereto (Attachments 2 and 3), Contractor shall provide the information regarding its completed construction projects and construction projects in progress:

1. **Attachment 2: Completed Construction Projects**. Contractor shall identify and provide information about its six most recently completed public works projects and its three largest completed private projects within the last five (5) years. Names and references must be current

and verifiable.

2. **Attachment 2A: Reference Evaluation**. Contractor shall send a copy of the completed Attachment 2, together with Attachment 2A Reference Questionnaire, to each Project Owner for its three (3) largest completed public works projects within the last five years for Owner's verification and submission of all pages to the District. District will verify all Reference Questionnaires submitted. Each Reference Questionnaire submitted to District shall be valued at up to 10 points. No more than three (3) Reference Questionnaires shall be permitted or evaluated.
3. **Attachment 3: Construction Projects in Progress**. Contractor shall identify and provide information about all construction projects your organization currently has in progress.

ATTACHMENT 1 TO PREQUALIFICATION APPLICATION
(SUBMIT WITH BID)
DIR REGISTRATION VERIFICATION

I am the _____ of _____ ("Bidder")
(Title/Position) (Bidder Name)
submitting the accompanying Bid Proposal for the Work described as _____.

1. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

2. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is _____, 20___.

3. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

4. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

5. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

6. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

7. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

8. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of _____, 20___ at _____.
(City and State)

_____
(Signature)

_____
(Name, typed or printed)

ATTACHMENT 2 TO PREQUALIFICATION APPLICATION
CONSTRUCTION PROJECTS COMPLETED

Contractor Name: _____

Project Name: _____
Location: _____
Owner: _____

Owner Contact (name, title, address, current phone number and e-mail address):

_____
_____
_____

Project Type: DSA: ☐ Yes ☐ No

☐ New Construction ☐ Modernization ☐ Classroom Modernization ☐ Infrastructure

Procurement: ☐ General Contractor ☐ Multi-Prime ☐ Lease/Leaseback ☐ Design-Build
Contractor's Role: ☐ General/Prime Contractor, License Classification(s):_____
☐ Subcontractor. Trade _____; License Classification: _____

Architect or Engineer (name, company name, current phone number and e-mail address):

_____
_____
_____

Construction Manager (name, company name, current phone number and e-mail address):

_____
_____
_____

Description of Project, Scope of Work Performed:_____
_____
_____
_____

Completed Projects	
Original Contract Price:	
Total Adjusted Contract Price:	
Dollar Value of Work Performed by Contractor:	
Original Duration:	
Date of Completion **and** Actual Duration	/
Time Extensions Granted (no. of days):	

ATTACHMENT 2A TO PREQUALIFICATION APPLICATION
REFERENCE QUESTIONNAIRE

Contractor Name: _____

Reference: Please confirm Project information identified on preceding page and then rate the contractor from 0 to 10, with 0 being the least and 10 being the highest, using the following questions. Once completed please sign and send all pages directly to Simi Valley Unified School District, Attention: Director of Purchasing, via fax at (805) 520-6679 or e-mail derrick.hoffman@simivalleyusd.org.

1. How did the contractor perform in preventing or resolving any stop notices or liens?
   0 1 2 3 4 5 6 7 8 9 10
2. Did the contractor provide adequate personnel?
   0 1 2 3 4 5 6 7 8 9 10
3. How was the contractor's performance in adequately planning, coordinating, and implementing the work?
   0 1 2 3 4 5 6 7 8 9 10
4. How cooperative was the contractor in working with the Owner?
   0 1 2 3 4 5 6 7 8 9 10
5. Rate the contractor's timeliness in providing reports and paperwork, including change order paperwork?
   0 1 2 3 4 5 6 7 8 9 10
6. Was the contractor timely in completing the project?
   0 1 2 3 4 5 6 7 8 9 10
7. How did the contractor perform in mitigating or preventing change orders on the job?
   0 1 2 3 4 5 6 7 8 9 10
8. How fair was the contractor in pricing changes?
   0 1 2 3 4 5 6 7 8 9 10
9. How has the contractor been in taking care of warranty items?
   0 1 2 3 4 5 6 7 8 9 10
10. How fair was the contractor when dealing with claims?
    0 1 2 3 4 5 6 7 8 9 10
11. Rate the effectiveness of the safety program provided by the contractor.
    0 1 2 3 4 5 6 7 8 9 10
12. Rate the contractor's timeliness in paying their suppliers/subcontractors.
    0 1 2 3 4 5 6 7 8 9 10

13. How proactive was the contractor in resolving problems?

0 1 2 3 4 5 6 7 8 9 10

14. How would you rate the contractor's overall performance?

0 1 2 3 4 5 6 7 8 9 10

15. Would you work with this contractor again?

0 1 2 3 4 5 6 7 8 9 10

* * * * * * *

Dated: _____

Printed Name of Reference:_____

Title of Reference:_____

_____

(Signature of Reference)

ATTACHMENT 2 TO PREQUALIFICATION APPLICATION
CONSTRUCTION PROJECTS IN PROGRESS

Contractor Name: _____

Project Name: _____
Location: _____

Owner: _____

Owner Contact (name, address, current phone number and e-mail address):

_____
_____
_____

Project Type: DSA: ☐ Yes ☐ No

☐ New Construction ☐ Modernization ☐ Classroom Modernization ☐ Infrastructure

Procurement: ☐ General Contractor ☐ Multi-Prime ☐ Lease/Leaseback ☐ Design-Build
Contractor's Role: ☐ General/Prime Contractor, License Classification(s): _____
☐ Subcontractor. Trade _____; License Classification: _____

Architect or Engineer (name, company name, current phone number and e-mail address):

_____
_____
_____

Construction Manager (name, company name, current phone number and e-mail address):

_____
_____
_____

Description of Project, Scope of Work Performed: _____
_____
_____
_____

Projects in Progress	
Original Contract Price:	
Value of Change Orders to date:	
Value of Work to be Performed by Contractor:	
Planned Completion Date:	
Current Scheduled Completion Date:	
Time Extensions Granted (no. of days):	
Percent Complete:	

PART IV, SECTION I. ESSENTIAL REQUIREMENTS FOR QUALIFICATION

Contractor will be immediately disqualified if the answer to any of questions 1 through 9 is "no."
Contractor will be immediately disqualified if the answer to any of questions 10 through 18 is "yes."

NOTE: ESSENTIAL REQUIREMENTS 1 AND 2 APPLY TO GENERAL CONTRACTORS ONLY.

1. Contractor is a DIR Registereed Contractor.
   ☐ Yes ☐ No, not qualified

2. Has your firm completed two (2) public works projects with a contract price of at least Five Hundred Thousand Dollars ($500,000.00) that were subject to review, approval, and inspection by the California Department of the General Services, Division of State Architect within the last five (5) years?
   ☐ Yes ☐ No, not qualified

3. Does your firm have a miniumum of three (3) years experience in public school/community college construction as a prime general contractor?
   ☐ Yes ☐ No, not qualified

4. Contractor possesses a valid and current California Contractor's license for the Project for which it intends to submit a bid?
   ☐ Yes ☐ No, not qualified

5. Contractor has a liability insurance policy with a policy limit of at least $2,000,000 per occurrence and $2,000,000 aggregate from an insurer with an A.M. Best rated A- or better; A.M. Best Financial Size Category VII or higher; authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California?
   ☐ Yes ☐ No, not qualified

6. Contractor has current workers' compensation insurance policy as required by the Labor Code or is legally self-insured pursuant to Labor Code section 3700, et. seq.?
   ☐ Yes ☐ No, not qualified
   ☐ Contractor is exempt from this requirement, it has no employees

7. Have you attached a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) authorized to issue bonds in the State of California having an A.M. Best rating of A- or better which states: (a) current available bonding capacity (b) bonding capacity for a single contract of at least One Million Dollars ($1,000,000), and (c) total bonding capacity of at least Two Million Dollars ($2,000,000)?
   NOTE: Notarized statement must be from the surety company, not an agent or broker.
   ☐ Yes ☐ No, not qualified

8. Have you attached your latest copy of a reviewed or audited financial statement with accompanying notes and supplemental information?
☐ Yes ☐ No, not qualified

9. Is the Contractor's current Workers Compensation Insurance EMR 1.25 or lower?
☐ Yes ☐ No, not qualified

10. Has your contractor's license been revoked at any time in the last five years?
☐ Yes, not qualified ☐ No

11. Has a surety firm completed a contract on your behalf, or paid for completion because your firm was terminated for cause or default by the project owner within the last five (5) years?
☐ Yes, not qualified ☐ No

12. At the time of submitting this Prequalification form, is your firm ineligible to bid on or be awarded a public works contract, or perform as a subcontractor on a public works contract, pursuant to either Labor Code section 1777.1 or Labor Code section 1777.7?
☐ Yes, not qualified ☐ No

13. At any time during the last five years, has your firm or any of its owners or officers been convicted of a crime involving the awarding of a contract of a government construction project, or the bidding or performance of a government contract?
☐ Yes, not qualified ☐ No

14. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes, not qualified ☐ No

15. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.
☐ Yes, not qualified ☐ No

16. Is your firm currently the debtor in a bankruptcy case?
☐ Yes, not qualified ☐ No

17. At any time during the last five years, has your firm or any of its owners, officers or partners ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or material misrepresentation to any public agency or entity?
☐ Yes, not qualified ☐ No

18. Applicant's Net Worth, calculated as the difference between Applicant's Total Assets and Current Liabilities, is less than Four-Hundred Thousand Dollars ($400,000.00).
☐ Yes, not qualified ☐ No

SECTION II: EVALUATION CRITERIA

1. How many years has your organization been in business in California as a contractor under your present business name and license number? _____ years
5 points for 6 years or more ***4 points for 5 years***
3 points for 4 years ***2 points for 3 years or less***

2. Was your firm or any predecessor to your firm, or any of its owners, officers or partners at any time during the last five years in bankruptcy? (This question refers only to a bankruptcy action that was not described in answer to question 7, above)
☐ Yes ☐ No
If "yes," please attach a copy of the bankruptcy petition, showing the case number and the date on which the petition was filed, and a copy of the Bankruptcy Court's discharge order, or of any other document that ended the case, if no discharge order was issued.
10 points for "No"
0 points for "Yes"

3. Has any CSLB license held by your firm or its Responsible Managing Employee (RME) or Responsible Managing Officer (RMO) been suspended within the last five years?
☐ Yes ☐ No
5 points for "No"
0 points for "Yes"

4. At any time in the last five years has your firm been assessed and paid liquidated damages after completion of a project under a construction contract with either a public or private owner?
☐ Yes ☐ No
If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.
10 points for "No"
4 points for "Yes" indicating one project with liquidated damages of more than $50,000
0 points for "Yes" indicating two projects or more projects with liquidated damages of more than $50,000
0 points for any other answer

5. In the last five years has your firm, or any firm with which any of your company's owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?
NOTE: "Associated with" refers to another construction firm in which an owner, partner or

officer of your firm held a similar position, and which is listed in response to question 1c or 1d on this form.

☐ Yes ☐ No

5 points for "No"

0 points for "Yes"

6. In the last five years, has your firm been denied an award of a public works contract based on a finding by a public agency that your company was not a responsible bidder?

☐ Yes ☐ No

10 points for "No"

0 points for "Yes"

7. Has your organization ever refused to sign a construction contract awarded to it?

☐ Yes ☐ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your refusal to sign such contract.

10 points for "No"

0 points for "Yes"

8. Has your organization ever failed to complete or been precluded from completing a construction contract or been terminated for convenience?

☐ Yes ☐ No

If so, on a separate attachment, state the following: (i) describe each such contract; (ii) the owner's name, address, telephone number and contact person; and (iii) the circumstances of your failure to complete such contract.

10 Points for "No"

7 points for "Yes" if termination for convenience or if precluded due to events beyond Contractor's control

0 Points for "Yes" indicating any other reason

* * * * *

NOTE: The following two questions refer only to disputes between your firm and the owner of a project. You need not include information about disputes between your firm and a supplier, another contractor, or subcontractor. You need not include information about "pass-through" disputes in which the actual dispute is between a sub-contractor and a project owner. Also, you may omit reference to all disputes about amounts of less than $50,000.

If the firm's average gross revenue for the last three years was less than $50 million, scoring is as follows:

10 points for either "No" or "Yes" indicating 1 such instance.

5 points for "Yes" indicating 2 such instances.

0 points for "Yes" if more than 2 such instances.

If your firm's average gross revenue for the last three years was more than $50 million, scoring is as follows:

10 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
5 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

9. In the past five years has your firm made any claim against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?
   ☐ Yes Number of instances: ___ ☐ No

10. In the past five years has any claim **against** your firm concerning your firm's work on a construction project been **filed in court or arbitration?**
    ☐ Yes Number of instances: ___ ☐ No

11. At any time during the past five years, has any surety company made any payments on your firm's behalf as a result of a default, to satisfy any claims made against a performance or payment bond issued on your firm's behalf in connection with a construction project, either public or private?
    ☐ Yes ☐ No
    5 ***points for either "No" or "Yes" indicating 1 such claim.***
    3 points for "Yes" indicating no more than 2 such claims
    Subtract five points for "Yes" if more than 2 such claims

12. In the last five years has any insurance carrier, for any form of insurance, refused to renew the insurance policy for your firm?
    ☐ Yes ☐ No
    5 points for "No"
    3 points for "Yes" indicating 1 such instance
    0 points for "Yes" or if 2 or more such instances

13. Are there any judgments, orders, decrees or arbitration awards pending, outstanding against your organization or any of the officers, directors, employees or principals of your organization?
    ☐ Yes ☐ No
    If so, describe each such judgment, order, decree or arbitration award and the present status of the satisfaction or discharge thereof.
    10 points for "No"
    0 points for "Yes"

14. Has your firm or any of its owners, officers or partners ever been convicted of a crime involving any federal, state, or local law related to construction?
    ☐ Yes ☐ No

5 points for "No"
0 points for "Yes"

15. Has your firm or any of its owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

☐ Yes ☐ No

5 points for "No"
0 points for "Yes"

16. Was your firm required to pay a premium of more than one percent for a performance and payment bond on any project(s) on which your firm worked at any time during the last three years, state the percentage that your firm was required to pay.

☐ Yes Bond Premium Paid: _____ ☐ No

3 points if the rate is no more than one percent
0 points if the rate is more than one percent

17. During the last five years, has your firm ever been denied bond coverage by a surety company, or has there ever been a period of time when your firm had no surety bond in place during a public construction project when one was required?

☐ Yes ☐ No

5 points for "No"
0 points for "Yes"

18. During the last five years, has a claim or other demand been made against your organization's California Contractors License Bond?

☐ Yes ☐ No

5 points for "No"
0 points for "Yes"

19. During the last five years, has a complaint been filed against your organization's California Contractors License with the California Contractors State License Board?

☐ Yes ☐ No

5 points for "No"
0 points for "Yes"

20. Within the last five years has there ever been a period when your firm had employees but was without workers' compensation insurance or state-approved self-insurance?

☐ Yes ☐ No

5 points for "No"
3 points for "Yes" indicating 1 such instance
0 points for "Yes" if 2 or more such instances

21. Has there been more than one occasion during the last five years in which your firm was required to pay either back wages or penalties for your own firm's failure to comply with the **state's** prevailing wage laws or with the **federal** Davis-Bacon prevailing wage requirements?

NOTE: This question refers only to your own firm's violation of prevailing wage laws, not to violations of the prevailing wage laws by a subcontractor.

☐ Yes ☐ No

If "yes," attach a separate signed page or pages, describing the nature of each violation, identifying the name of the project, the date of its completion, the public agency for which it was constructed; the number of employees who were initially underpaid and the amount of back wages and penalties that you were required to pay.

5 points for "No"
3 points for "Yes" indicating no more than 3 such instances
0 points for "Yes" indicating 4 or more such instances

* * * * *

NOTE: The scoring for the following four (4) questions shall be as follows:

If the firm's average gross revenues for the last three years was less than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1 such instance.
3 points for "Yes" indicating 2 such instances.
0 points for "Yes" if more than 2 such instances.

If the firm's average gross revenues for the last three years was more than $50 million, scoring is as follows:

5 points for either "No" or "Yes" indicating 1, 2, or 3 such instances.
3 points for "Yes" indicating either 4 or 5 such instances.
0 points for "Yes" if more than 5 such instances.

22. Has CAL OSHA cited and assessed penalties against your firm for any "serious," "willful" or "repeat" *violations of its safety or health regulations in the past five years?*

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

23. Has the federal Occupational Safety and Health Administration cited and assessed penalties against your firm in the past five years?

Note: If you have filed an appeal of a citation and the appropriate appeals Board has not yet ruled on your appeal, you need not include information about it.

☐ Yes ☐ No

If yes, attach a separate signed page describing each citation.

24. Has the EPA or any Air Quality Management District or any Regional Water Quality Control Board cited and assessed penalties against either your firm or the owner of a project on which your firm was the contractor, in the past five years?
NOTE: If you have filed an appeal of a citation and the Appeals Board has not yet ruled on your appeal, or if there is a court appeal pending, you need not include information about the citation.
☐ Yes ☐ No
If "yes," attach a separate signed page describing each citation.

25. At any time during the last five years, has your firm been found to have violated any provision of California apprenticeship laws or regulations, or the laws pertaining to use of apprentices on public works?
☐ Yes ☐ No
If yes, provide the date(s) of such findings, and attach copies of the Department's final decision(s).

26. List your firm's Experience Modification Rate (EMR) (California workers' compensation insurance) for each of the past three premium years:
NOTE: An Experience Modification Rate is issued to your firm annually by your workers' compensation insurance carrier.

Current year: _____

Previous year: _____

Year prior to previous year: _____

4 points for three-year average EMR of .95 or less
3 points for three-year average of EMR of more than .95 but no more than 1.10
2 points for three-year average of EMR of more than 1.10 but no more than 1.25
0 points for any other EMR

* * * * * * *

The individual executing this Prequalification Application on behalf of the Contractor is duly and fully authorized to execute this Prequalification Application and hereby certifies and declares:

I have read all of the responses to this Prequalification Application and the supporting documentation attached hereto and know their contents. The matters stated in the Prequalification Application responses and supporting documentation are true of my own knowledge and belief, except as to those matters stated on information and belief, and as to those matters I believe them to be true. I declare under penalty of perjury under the laws of the State of California, that the foregoing is correct.

Dated: _____

Printed Name: _____
Title: _____

_____
(Signature)

PART V: FINANCIAL STATEMENT / ACCOUNTANT'S RELEASE LETTER

The certificate of a licensed Certified Public Accountant will be required in all cases. A suggested form of a certificate for both an audit and a review is attached hereto. One of these may be used if appropriate. It will be acceptable for the accountant to submit a certificate in the accountant's own words. However, such qualifications shall not be so extensive as to nullify the value of the statement or its usefulness to the District.

Accountant's Release Letter will be required. Simi Valley Unified School District will verify financial statement validity with responsible accountant.

Term of Financial Statements. A Contractor's financial information shall be valid until the date shown is more than one year old from the time the prequalification application is approved. Statements will be held on file until the financial information is fifteen (15) months old at which time it will be destroyed. All applicable portions of the form should be completed with schedules attached if the space provided does not suffice.

FINANCIAL INFORMATION

COMPLETE THIS CERTIFICATE FOR AN AUDIT OF FINANCIAL STATEMENT:

STATE OF: _____

We have examined the Financial Statement of _____ as of _____, a copy of which is attached hereto. Our examination was made in accordance with generally accepted auditing standards, and accordingly included such tests of the accounting records and such other auditing procedures as we considered necessary in the circumstances.

In our opinion, the accompanying financial statement included on pages ____ to ____ inclusive, sets forth fairly the financial condition of _____ as of _____ , in conformity with generally accepted accounting principles.

_____ _____

Type Name of Firm ***Accountant must sign here***

_____ _____

Telephone No. ***License No.***

COMPLETE THIS CERTIFICATE FOR A REVIEW ONLY OF FINANCIAL STATEMENT:

I (we) have reviewed the accompanying financial statement of _____ as of _____, a copy of which is attached hereto. The information included in the financial statement is the representation of the management of the above firm.

Based on my (our) review with the exception of the matter(s) described in the following paragraphs(s), I am (we are) not aware of any material modifications that should be made to the accompanying financial statements in order for them to be in conformity with generally accepted accounting principles.

_____ _____

Type Name of Firm ***Accountant must sign here***

_____ _____

Telephone No. ***License No.***

(Note this review consists principally of inquiries of management and appropriate analytical procedures applied to this financial data. It is substantially less in scope than an examination in accordance with generally accepted auditing standards, the objective of which is the expression of opinion regarding the financial statements taken as a whole. Accordingly, we have not expressed such an opinion.)

Special note to Accountant:

The above Certificates of Accountant shall not be made by any individual who is in the regular employ of the individual, partnership or corporation submitting the statement; nor by any individual who is a member of the firm with more than a ten percent financial interest.

ACCOUNTANT'S RELEASE LETTER

By signing the form below, I authorize Simi Valley Unified School District to contact our company's licensed accounting firm to verify our most recent audited **or reviewed** financial statement. I understand the financial statement is confidential information and is not open to public inspection.

_____

Name

_____

Title

_____

Company Name

_____

Date

Verified by Simi Valley Unified School District

_____ _____

Name ***Date***

END OF APPLICATION

NON-COLLUSION DECLARATION

PROJECT: SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS Bid No. 21D6BX357

The undersigned declares:

I am _____,

_____
(Insert "Sole Owner", "Partner", "President, "Secretary", or other proper title)

of _____
(Insert name of bidder)

As the party submitting a Bid Proposal for the above-identified Project, the undersigned declares, states and certifies that:

1. The Bid Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization or corporation.

2. The Bid Proposal is genuine and not collusive or sham.

3. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

4. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

5. All statements contained in the Bid Proposal and related documents are true.

6. The Bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any person, corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed this ____ day of _____, 20__ at _____.
(City, County and State)

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

_____ _____
Signature (Address)

_____ _____
Name Printed or Typed (City, County and State)

(_____) _____
(Area Code and Telephone Number)

SEE NEXT PAGE FOR DIR REGISTRATION VERIFICATION FORM

ATTACHMENT 1 TO PREQUALIFICATION APPLICATION (SUBMIT WITH BID) DIR REGISTRATION VERIFICATION

I am the _____ of _____ ("Bidder") submitting the
(Title/Position) (Bidder Name)
accompanying Bid Proposal for the Work described as _____.

9. The Bidder is currently registered as a contractor with the Department of Industrial Relations ("DIR").

10. The Bidder's DIR Registration Number is: _____. The expiration date of the Bidder's DIR Registration is _____, 20___.

11. If the Bidder is awarded the Contract for the Work and the expiration date of the Bidder's DIR Registration will occur: (i) prior to expiration of the Contract Time for the Work; or (ii) prior to the Bidder completing all obligations under the Contract for the Work, the Bidder will take all measures necessary to renew the Bidder's DIR Registration so that there is no lapse in the Bidder's DIR Registration while performing Work under the Contract.

12. The Bidder, if awarded the Contract for the Work will remain a DIR registered contractor for the entire duration of the Work.

13. The Bidder has independently verified that each Subcontractor identified in the Subcontractors List submitted with the Bid Proposal of the Bidder is currently a DIR registered contractor.

14. The Bidder has provided the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors' List or within twenty-four (24) hours of the opening of Bid Proposals for the Work, the Bidder will provide the District with the DIR Registration Number for each subcontractor identified in the Bidder's Subcontractors List.

15. The Bidder's solicitation of subcontractor bids included notice to prospective subcontractors that: (i) all sub-tier subcontractors must be DIR registered contractors at all times during performance of the Work; and (ii) prospective subcontractors may only solicit sub-bids from and contract with lower-tier subcontractors who are DIR registered contractors.

16. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, the Bidder's Bid Proposal is subject to rejection for non-responsiveness.

I have personal first hand-knowledge of all of the foregoing. I declare under penalty of perjury under California law that the foregoing is true and correct.

Executed this ____ day of _____, 20___ at _____.
(City and State)

_____
(Signature)

_____
(Name, typed or printed)

SEE NEXT PAGE FOR CERTIFICATE OF WORKERS COMP. INSURANCE FORM

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

PROJECT: SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS
Bid No. 21D6BX357

I,_____ the _____of
(Name) (Title)
_____, declare, state and certify that:
(Contractor Name)

1. I am aware that California Labor Code § 3700(a) and (b) 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 in one or more insurers duly authorized to write compensation insurance in this state.

6. (b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or one employer in a group of employers, 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 or her employees."

2. I am aware that the provisions of California Labor Code §3700 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 this Contract.

_____
(Contractor Name)

By:_____
(Signature)

_____
(Typed or printed name)

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DRUG-FREE WORKPLACE CERTIFICATION

PROJECT: SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS Bid No. 21D6BX357

I, _____, am the _____ of
(Print Name) (Title)

_____
(Contractor Name)

I declare, state and certify to all of the following:

1. I am aware of the provisions and requirements of California Government Code §§8350 et seq., the Drug Free Workplace Act of 1990.

2. I am authorized to certify, and do certify, on behalf of Contractor that a drug free workplace will be provided by Contractor 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 Contractor's workplace and specifying actions which will be taken against employees for violation of the prohibition;

   B. Establishing a drug-free awareness program to inform employees about all of the following:

      i. The dangers of drug abuse in the workplace;

      ii. Contractor's policy of maintaining a drug-free workplace;

      iii. The availability of drug counseling, rehabilitation and employee-assistance programs; and

      iv. The penalties that may be imposed upon employees for drug abuse violations;

   C. Requiring that each employee engaged in the performance of the Contract be given a copy of the statement required by subdivision (A), above, and that as a condition of employment by Contractor in connection with the Work of the Contract, the employee agrees to abide by the terms of the statement.

   D. Contractor agrees to fulfill and discharge all of Contractor's obligations under the terms and requirements of California Government Code §8355 by, inter alia, publishing a statement notifying employees concerning: (i) the prohibition of any controlled substance in the workplace, (ii) establishing a drug-free awareness program, and (iii) requiring that each employee engaged in the performance of the Work of the Contract be given a copy of the statement required by California Government Code §8355(a) and requiring that the employee agree to abide by the terms of that statement.

3. Contractor and I understand that if the District determines that Contractor has either: (i) made a false certification herein, or (ii) violated this certification by failing to carry out and to implement the requirements of California Government Code §§8355, the Contract awarded herein is subject to termination, suspension of payments, or both. Contractor and I further understand

that, should Contractor violate the terms of the Drug-Free Workplace Act of 1990, Contractor may be subject to debarment in accordance with the provisions of California Government Code §§8350, et seq.

4. Contractor and I acknowledge that Contractor and I are aware of the provisions of California Government Code §§8350, et seq. and hereby certify that Contractor and I will adhere to, fulfill, satisfy and discharge all provisions of and obligations under the Drug-Free Workplace Act of 1990.

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

Executed at _____ this ____day of
(City and State)
_____, 20____.

_____
(Signature)

_____
(Printed or Typed Name)

FINGERPRINT CERTIFICATE

I, _____, am the _____ of
(Print Name) (Title)

_____. I declare, state, and certify all of the following:
(Entity/Contractor Name)

1. I am aware of the provisions and requirements of California Education Code §45125.1 and §45125.2, regarding fingerprinting of persons providing services to school districts. As such, I understand that as a public works contractor, California Education Code §45125.2 details three (3) methods for ensuring the safety of pupils as described below.
   A. Installation of a physical barrier.
   B. Continual supervision and monitoring of all of contractor's employees by an employee of the contractor whom the Department of Justice has ascertained has not been convicted of a violent or serious felony.
   C. Surveillance of contractor's employees by school personnel.

   The District requires Entity/Contractor to be able to comply with method (B) above. As such, **Entity/Contractor must have a California Department of Justice issued ORI number** under which Entity's/Contractor's employees have been fingerprinted, allowing the California Department of Justice to notify Entity/Contractor upon ascertaining that an individual whose fingerprints were submitted to it has been convicted of a violent or serious felony. Upon such notification, Entity/Contractor shall immediately remove individual identified from District sites.

   Additional Fingerprint Certificates shall be provided to District as Entity's/Contractor's supervisory staff changes.

   Entity/Contractor DOJ issued ORI ➡ [ ] ⬅ **If your entity does not have an ORI #, STOP** and contact the School District's Purchasing Director at 805-

   As an alternative to Entity/Contractor having an ORI number, the District may allow Entity's/Contractor's supervisory employees to be fingerprinted under the District's ORI number. Contact the District's Purchasing Director at 805-306-4500 x4601.

2. I have personal knowledge of and/or have made due and diligent inquiry with respect to the following, and based on said knowledge and/or inquiry I certify that:
   A. The fingerprints of each person identified on Attachment B-1, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the ORI number provided above pursuant to Education Code §45125.1 and §45125.2; and,
   B. The California Department of Justice has issued written or electronic verification that each person identified on Attachment B-1 has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.
3. Entity/Contractor and I understand that if the District determines that Entity/Contractor has either: (a) made a false certification herein, or (b) violates this certification by failing to carry out and to implement the requirements of California Education Code §45125.1, the Contract is subject to termination, suspension of payments, or both.
4. I am authorized to execute this Fingerprint Certificate on behalf of the Entity/Contractor. All of the statements set forth above and all of the information provided in Attachment B-1 are true, correct, complete, and accurate. Further, there are no omissions or misstatements of material fact in the foregoing statements or in the information set forth in Attachment B-1 which would render such statements and/or information to be false or misleading.

Unsupervised Contact with students means contact that provides the person opportunity and probability for personal communication or touch with students when not under direct District supervision. Entity/Contractor shall ensure that Entity/Contractor, any subcontractors of all tiers, and their officers, employees, and agents will have no Unsupervised Contact with students while on District property. Entity/Contractor will work with the District and with Entity's/Contractor's subcontractors to ensure compliance with this requirement and shall take all measures necessary to ensure compliance with this requirement, without compromising the day-to-day educational operations at each school site where Entity/Contractor is performing work. If Entity/Contractor is unable to ensure through a security plan (which includes but is not limited to provision of an on-site Superintendent who has passed DOJ fingerprinting, and is present at the work areas whenever work is being performed, installation of temporary barriers and fencing, isolation of the work areas or rooms from the rest of the campus or building, provision of separate sanitation and break areas for the workers, and provision of a separate path or supervised escort to and from the work for construction employees) that prevention of unsupervised contact with students in a particular circumstance, cannot be achieved, then Entity/Contractor shall immediately notify the District before commencing or continuing any work that could result in Unsupervised Contact, and shall refrain from commencing or continuing the work until Entity/Contractor has remedied the issues which may lead to Unsupervised Contact with students.

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

Executed at _____ this ____ day of _____, 20_____.
(City and State)

_____ _____
(Signature) (Handwritten or Typed Name)

(ATTACHMENT B-1 MUST BE COMPLETED IN ACCORDANCE WITH THE FINGERPRINT CERTIFICATE)

FINGERPRINT CERTIFICATE

ATTACHMENT B-1

The fingerprints of each person identified below, providing continual supervision and monitoring of all of Entity's/Contractor's staff, including subcontractors of all tiers, while Entity/Contractor/subcontractor(s) are on District Sites, have been submitted to the California Department of Justice under the Entity's/Contractor's ORI number pursuant to Education Code §45125.1 and §45125.2; and,

The California Department of Justice has issued written or electronic verification that each person identified has not been convicted of a felony, as defined in Education Code §45122.1, and has no criminal felony proceedings, as defined in Education Code §45122.1, pending against him or her.

LIST OF FINGERPRINTED PERSONNEL

AGREEMENT

THIS AGREEMENT is entered into April 21, 2021 in the City of Simi Valley, County of Ventura, State of California, by and between **SIMI VALLEY UNIFIED SCHOOL DISTRICT**, a California Unified School District hereinafter "District" and **CONTRACTOR** ("Contractor").

WITNESSETH, that the District and the Contractor in consideration of the mutual covenants contained herein agree as follows:

1. The Work. Within the Contract Time and for the Contract Price, subject to adjustments thereto pursuant to the Contract Documents, the Contractor shall perform and provide all necessary labor, materials, tools, equipment, utilities, services and transportation to complete in a workmanlike manner all of the Work required in connection with the work of improvement commonly referred to as **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS Bid No. 21D6BX357**. Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by Simi Valley Unified School District, and other Contract Documents enumerated in Article 8 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. Contract Time. The Contractor shall achieve Substantial Completion the Work within the Contract Time, which is REFER TO SPECIAL CONDITIONS (0) calendar days after the date established in the Notice to Proceed issued by or on behalf of the District for commencement of the Work.

3. Contract Price. The District shall pay the Contractor as full consideration for the Contractor's full, complete and faithful performance of the Contractor's obligations under the Contract Documents, subject to adjustments of the Contract Price in accordance with the Contract Documents, the Contract Price of **Dollars ($0.00)**. The District's payment of the Contract Price shall be in accordance with the Contract Documents. The Contract Price is based upon the Contractor's Base Bid Proposal, authorized allowances and the following Alternate Bid Items, if any: None.

4. Allowances. The Contractor and District acknowledge that the Contract Price set forth above includes an Allowance Amount in the aggregate amount of REFER TO SPECIAL CONDITIONS DOLLARS ($), which is allocated for additional work as set forth in the Special Conditions. Although included in the Contract Price, Allowances belong solely to the District and shall be expended only upon written direction by the District, to be granted or denied in its sole discretion. Any Allowance amount not fully consumed shall belong solely to the District and shall be refunded to the District by a deductive change order.

5. Unit Price Items. (Not Used)

6. Liquidated Damages. The Contractor shall be subject to assessment of Liquidated Damages set forth in the Special Conditions if the Contractor: (i) fails to submit each Submittal required by the Contract Documents in accordance with the Submittal Schedule incorporated into the Contractor's Construction Schedule; or (ii) fails to achieve Substantial Completion of the Work within the Contract Time, subject to adjustments thereto in accordance with the Contract Documents; and/or (iii) fails to complete all Punchlist items within the time established pursuant to the Contract Documents.

7. Limitation on Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by said breach or default of the District and shall exclude any and all special or consequential damages, if any, suffered by the Contractor. By executing this Agreement,

the Contractor expressly acknowledges the foregoing limitation to the recovery only of general damages from the District if the District is in breach or default of its obligations under the Contract Documents. The Contractor expressly waives any right to and foregoes the recovery of any special or consequential damages from the District including, without limitation, damages for: i) lost or impaired bonding capacity; and/or, ii) lost profits arising out of or in connection with any past, present, or future work of improvement, except for the Project which is the subject of the Contract Documents.

8. The Contract Documents. The documents forming a part of the Contract Documents consist of the following:

00 11 13	Notice Calling for Bids, including Bid Addendum No(s)
00 21 13	Instructions for Bidders
00 41 00	Bid Proposal
00 42 13	Alternate Bid Items Proposal
00 43 24	Pre-Bid Inquiry Form
00 45 00	Subcontractors List
00 45 11	Prevailing Wages Certification
00 45 19	Non-Collusion Affidavit
00 45 10	DIR Registration Verification
00 45 26	Certificate of Workers Compensation
00 45 27	Drug-Free Workplace Certification
00 45 46	Fingerprint Certificate
00 52 00	Agreement
00 61 10	Bid Bond
00 61 13	Performance Bond
00 61 14	Labor and Material Payment Bond
00 62 90	Verification of Certified Payroll Form to Labor Commissioner
00 65 36	Guarantee Form
00 72 00	General Conditions
00 73 00	Special Conditions and Attachments
	Rules of Conduct
	Certification of Non-Asbestos, Non-Lead
	Construction Forms, Waivers and Releasees, Owner's Assessment Summary
	Project Drawings and Specifications

9. Notices. Notices of the District and Contractor to the other shall be transmitted in accordance with the Contract Documents. The effective date of notices transmitted in accordance with the Contract Documents shall be as set forth in the Contract Documents. Notices under the Contract Documents shall be addressed as follows:

If to the District:
Ron Todo, Associate Superintendent, Business Services Division
Simi Valley Unified School District
101 West Cochran Street
Simi Valley, CA 93065

If to the Contractor:
Contractor Authorized Representative, Title
Contractor Company Name
Address

10. Authority to Execute. The individual(s) executing this Agreement on behalf of the Contractor is/are duly and fully authorized to execute this Agreement on behalf of Contractor and to bind the Contractor to each and every term, condition and covenant of the Contract Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. QUESTIONS CONCERNING A CONTRACTOR MAY BE REFERRED TO THE REGISTRAR, CONTRACTORS' STATE LICENSE BOARD, P.O. BOX 2600, SACRAMENTO, CALIFORNIA 95826

IN WITNESS WHEREOF, this Agreement has been duly executed by the District and the Contractor as of the date set forth above.

"DISTRICT" **SIMI VALLEY UNIFIED SCHOOL DISTRICT**	**"CONTRACTOR"** **COMPANY NAME**
By _____ Ron Todo	By: _____
Title _____ Associate Superintendent, Business & Facilities	Title: _____

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BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("the Obligee") for payment of the penal sum hereof in lawful money of the United States, as more particularly set forth herein.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Principal has submitted the accompanying Bid Proposal to the Obligee for the Work commonly described as **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS Bid No. 21D6BX357** .

WHEREAS, subject to the terms of this Bond, the Surety and the Principal are jointly and severally firmly bound unto the Obligee in the penal sum equal to Ten Percent (10%) of the maximum amount of the Bid Proposal submitted by the Principal to the Obligee, inclusive of amounts proposed for additive Alternate Bid Items, if any.

NOW THEREFORE, if the Principal shall not withdraw said Bid Proposal within the period specified therein after the opening of the same, or, if no period be specified, for sixty (60) days after opening of said Bid Proposal; and if the Principal is awarded the Contract, and shall within the period specified therefore, or if no period be specified, within five (5) days after the prescribed forms are presented to him for signature, enter into a written contract with the Obligee, in accordance with the Bid Proposal as accepted and give such bond(s) with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract and for the payment for labor and materials used for the performance of the Contract, or in the event of the withdrawal of said Bid Proposal within the period specified for the holding open of the Bid Proposal or the failure of the Principal to enter into such Contract and give such bonds within the time specified, if the Principal shall pay the Obligee the difference between the amount specified in said Bid Proposal and the amount for which the Obligee may procure the required Work and/or supplies, if the latter amount be in excess of the former, together with all costs incurred by the Obligee in again calling for Bids, then the above obligation shall be void and of no effect, otherwise to remain in full force and effect.

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, the Work to be performed there under, the Drawings or the Specifications accompanying the same, or any other portion of the Contract Documents shall in no way affect its obligations under this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of said Contract, the Call for Bids, the Work, the Drawings or the Specifications, or any other portion of the Contract Documents.

In the event suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee all costs, expenses and fees

[CONTINUED NEXT PAGE]

incurred by the Obligee in connection therewith, including without limitation, attorney's fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20___ by their duly authorized agents or representatives.

_____
(Bidder/Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS Bid No. 21D6BX357** .

WHEREAS, the Principal, has entered into an agreement with the Obligee for performance of the Work; the Agreement and all other Contract Documents set forth therein are incorporated herein and made a part hereof by this reference.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond ensuring the Principal's prompt, full and faithful performance of the Work of the Contract Documents.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully perform each and all of the obligations and things to be done and performed by the Principal in strict accordance with the terms of the Contract Documents as they may be modified or amended from time to time; and if the Principal shall indemnify and save harmless the Obligee and all of its officers, agents and employees from any and all losses, liability and damages, claims, judgments, liens, costs, and fees of every description, which may be incurred by the Obligee by reason of the failure or default on the part of the Principal in the performance of any or all of the terms or the obligations of the Contract Documents, including all modifications, and amendments, thereto, and any warranties or guarantees required thereunder; then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The Surety, for value received, hereby stipulates and agrees that no change, adjustment of the Contract Time, adjustment of the Contract Price, alterations, deletions, additions, or any other modifications to the terms of the Contract Documents, the Work to be performed thereunder, or to the Specifications or the Drawings shall limit, restrict or otherwise impair Surety's obligations or Obligee's rights hereunder; Surety hereby waives notice from the Obligee of any such changes, adjustments of Contract Time, adjustments of Contract Price, alterations, deletions, additions or other modifications to the Contract Documents, the Work to be performed under the Contract Documents, or the Drawings or the Specifications.

In the event of the Obligee's termination of the Contract due to the Principal's breach or default of the Principal's obligations thereunder, within twenty (20) days after written notice from the Obligee to the Surety of the Principal's breach or default of the Contract Documents and Obligee's termination of the Contract, the Surety shall notify Obligee in writing of Surety's assumption of obligations hereunder by its election to either remedy the default or breach of the Principal or to take charge of the Work of the Contract Documents and complete the Work at its own expense ("the Notice of Election"); provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this

[CONTINUED NEXT PAGE]

Bond shall be subject to the advance written approval of the Obligee, which approval shall not be unreasonably withheld, limited or restricted. The insolvency of the Principal or the Principal's denial of a failure of performance or default under the Contract Documents shall not by itself, without the Surety's prompt, diligent inquiry and investigation of such denial, be justification for Surety's failure to give the Notice of Election or for its failure to promptly remedy the failure of performance or default of the Principal or to complete the Work.

In the event the Surety fails to issue its Notice of Election to Obligee within the time provided for hereinabove, the Obligee may thereafter cause the cure or remedy of the Principal's failure of performance or default or to complete the Work. The Principal and the Surety shall be jointly and severally liable to the Obligee for all damages and costs sustained by the Obligee as a result of the Principal's failure of performance under the Contract Documents or default in its performance of obligations thereunder, including without limitation the costs of cure or completion of the Work exceeding the then remaining balance of the Contract Price; provided that the Surety's liability hereunder for the costs of performance, damages and other costs sustained by the Obligee upon the Principal's failure of performance or default under the Contract Documents shall be limited to the penal sum hereof, which shall be deemed to include the costs or value of any Changes to the Work which increases the Contract Price.

In the event that suit or other proceeding is brought upon this Bond by the Obligee, the Surety and Principal shall be jointly and severally liable for payment to the Obligee of all costs, expenses and fees incurred by the Obligee therewith, including without limitation, attorneys' fees.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____day of _____, 20____ by their duly authorized agent or representative

_____
(Contractor-Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature.)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Surety and _____, as Principal, are jointly and severally, along with their respective heirs, executors, administrators, successors and assigns, held and firmly bound unto **SIMI VALLEY UNIFIED SCHOOL DISTRICT** ("the Obligee") for payment of the penal sum the penal sum of _____ Dollars ($_____) in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT:

WHEREAS, the Obligee, by resolution of its Board of Education has awarded to the Principal a Contract for the Work described as **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS Bid No. 21D6BX357**.

WHEREAS, the Principal, has entered into an Agreement with the Obligee for performance of the Work, the Agreement and all other Contract Documents set forth therein are incorporated herein by this reference and made a part hereof.

WHEREAS, by the terms of the Contract Documents, the Principal is required to furnish a bond for the prompt, full and faithful payment to any Claimant, as hereinafter defined, for all labor materials or services used, or reasonably required for use, in the performance of the Work.

NOW THEREFORE, if the Principal shall promptly, fully and faithfully make payment: (i) to any Claimant for all labor, materials or services used or reasonably required for use in the performance of the Work; (ii) of amounts due under the Unemployment Insurance Code for work or labor performed under the Contract; and (iii) of amounts required to be deducted, withheld and paid to the Employment Development Department from wages of the employees of the Principal and its Subcontractors under Section 13020 of the Unemployment Insurance Code with respect to work and labor under the Contract then this obligation shall be void; otherwise, it shall be, and remain, in full force and effect.

The term "Claimant" shall refer to any person, corporation, partnership, proprietorship or other entity including without limitation, all persons and entities described in California Civil Code §1900, providing or furnishing labor, materials or services used or reasonably required for use in the performance of the Work under the Contract Documents, without regard for whether such labor, materials or services were sold, leased or rented. This Bond shall inure to the benefit of all Claimants so as to give them, or their assigns and successors, a right of action upon this Bond.

In the event that suit is brought on this Bond by any Claimant for amounts due such Claimant for labor, materials or services provided or furnished by such Claimant, the Surety shall pay for the same and reasonable attorney's fees pursuant to California Civil Code §9554.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, deletion, addition, or any other modification to the terms of the Contract Documents, the Work to be performed thereunder, the Specifications or the Drawings, or any other portion of the Contract Documents, shall in any way limit, restrict or otherwise affect its obligations under this Bond; the Surety hereby waives notice from the Obligee of any such change, extension of time, alteration, deletion, addition or other modification to the Contract Documents, the Work to be performed under the Contract Documents, the Drawings or the Specifications of any other portion of the Contract Documents.

IN WITNESS WHEREOF, the Principal and Surety have executed this instrument this _____ day of _____, 20__ by their duly authorized agent or representative.

_____
(Contractor-Principal Name)

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

(Attach Notary Public Acknowledgement of Principal's Signature)

_____
(Surety Name)

By: _____
(Signature of Attorney-In-Fact for Surety)

_____
(Typed or Printed Name of Attorney-In-Fact)

(Attach: (i) Attorney-In-Fact Certification; (ii) Notary Public Acknowledgment of Authorizing Signature on Attorney-Fact Certification; and (iii) Notary Public Acknowledgement of Attorney-In-Fact's Signature)

Contact name, address, telephone number and email address for notices to the Surety

_____
(Contact Name)

_____
(Street Address)

_____
(City, State & Zip Code)

(_____) _____ (_____) _____
Telephone Fax

_____
(Email address)

VERIFICATION OF CERTIFIED PAYROLL RECORDS SUBMITTAL TO LABOR COMMISSIONER

I am the _____ for _____ in
(Superintendent/Project Manager) (Contractor)
connection with _____.
(Project Name)

1.This Verification is submitted to Simi Valley Unified School District concurrently with the Contractor's submittal of an Application for Progress Payment to the District, identified as Application For Progress Payment No. _____ ("the Pay Application").

2. The Pay Application requests the District's disbursement of a Progress Payment for the value of Work performed between _____, 20___ and _____, 20___.

3. The Contractor has submitted Certified Payroll Records ("CPR") to the Labor Commissioner for all employees of the Contractor engaged in performance of Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.

4. All Subcontractors who are entitled to any portion of payment to be disbursed pursuant to the Pay Application have submitted their CPRs to the Labor Commissioner for all of their employees performing Work subject to prevailing wage rate requirements for the period of time covered by the Pay Application.

5.I have reviewed the Contractor's CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Contractor are complete and accurate for the period of time covered by the Pay Application.

6. I have reviewed the Subcontractors' CPRs submitted to the Labor Commissioner. The CPRs submitted to the Labor Commissioner by the Subcontractors are complete and accurate for the period of time covered by the Pay Application.

I declare under penalty of perjury under California law that the foregoing is true and correct. I executed this Certification on the ____ day of _____, 20___ at
_____.
(City and State)

By: _____

_____
(Typed or Printed Name)

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GUARANTEE

Project: **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS**
BID NO. 21D6BX357

The Contractor hereby warrants and guarantees to the District that all work, materials, equipment and workmanship provided, furnished or installed by or on behalf of Contractor in connection with the above referenced Project (the "Work") have been provided, furnished and installed in strict conformity with the Contract Documents for the Work, including without limitation, the Drawings and the Specifications. Contractor further warrants and guarantees that all work, materials, equipment and workmanship as provided, furnished and/or installed are fit for use as specified and fulfill all applicable requirements of the Contract Documents including without limitation, the Drawings and the Specifications. Contractor shall, at its sole cost and expense, repair, correct and/or replace any or all of the work, materials, equipment and/or workmanship of the Work, together with any other items which may be affected by any such repairs, corrections or replacement, that may be unfit for use as specified or defective within **a period of two (2) years** from the date of the District's Final Acceptance of the Work, ordinary wear and tear and unusual abuse or neglect excepted.

In the event of the Contractor's failure and/or refusal to comply with the provisions of this Guarantee, within the period of time set forth in the Contract Documents after the District's issuance of the Notice to the Contractor of any defect(s) in the Work, materials, equipment or workmanship, Contractor authorizes the District, without further notice to Contractor, to repair, correct and/or replace any such defective item at the expense of the Contractor. The Contractor shall reimburse the District for all costs, expenses or fees incurred by the District in providing or performing such repairs, corrections or replacements within ten (10) days of the District's presentation of a demand to the Contractor for the same.

The provisions of this Guarantee and the provisions of the Contract Documents for the Work relating to the Contractor's Guarantee(s) and warranty(ies) relating to the Work shall be binding upon the Contractor's Performance Bond Surety and all successors or assigns of Contractor and/or Contractor's Performance Bond Surety.

The provisions of this Guarantee are in addition to, and not in lieu of, any provisions of the Contract Documents for the Work relating to the Contractor's guarantee(s) and warranty(ies) or any guarantee(s) or warranty(ies) provided by any material supplier or manufacturer of any equipment, materials or other items forming a part of, or incorporated into the Work, or any other guarantee or warranty obligation of the Contractor, prescribed, implied or imposed by law.

The undersigned individual executing this Guarantee on behalf of Contractor warrants and represents that he/she is duly authorized to execute this Guarantee on behalf of Contractor and to bind Contractor to each and every provision hereof.

Contractor

_____
(Contractor Name)

_____
(Signature of Contractor's Authorized Employee, Officer Or Representative)

_____
(Printed Name and Title)

_____
(Date)

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GENERAL CONDITIONS

GENERAL CONDITIONS
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GENERAL CONDITIONS

ARTICLE 1: DEFINITIONS

1.1 District. "District" refers to **SIMI VALLEY UNIFIED SCHOOL DISTRICT** and unless otherwise stated, includes the District's authorized representatives, including the Construction Manager, if a Construction Manager is designated, the District's Board of Education and the District's officers, employees, agents and representatives.

1.2 Contractor. The Contractor is the person or entity identified as such in the Agreement; references to "Contractor" include the Contractor's authorized representative.

1.3 Architect. The Architect is the person or entity identified as such in the Agreement; references to the "Architect" include, as required by context of usage, the Architect or Engineer of Record, the Architect's or Engineer's employees and authorized representative(s) and the Architect's or Engineer's Consultants and their employees and authorized representative(s).

1.4 The Work. The Work is the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment or services provided or to be provided by the Contractor to fulfill the Contractor's obligations under the Contract Documents. The Work may constitute the whole or a part of the Project.

1.5 The Project. The Project is the total construction of which the Work performed by the Contractor under the Contract Documents may be the whole or a part of the Project and which may include construction by the District or by separate contractors.

1.6 Surety. The Surety is the person or entity that executes, as surety, the Contractor's Labor and Material Payment Bond and/or Performance Bond.

1.7 Subcontractors; Sub-Subcontractors. A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work. "Subcontractor" does not include a separate contractor to the District or subcontractors of any separate contractor. A Sub-Subcontractor is a person or entity of any tier, who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. References to "Subcontractor" shall include Sub-Subcontractors.

1.8 Material Supplier. A Material Supplier is any person or entity who only furnishes materials, equipment or supplies for the Work without fabricating, installing or consuming them in the Work.

1.9 Drawings and Specifications. The Drawings are the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing generally, the design, location and dimensions of the Work and may include without limitation, plans, elevations, sections, details, schedules or diagrams. The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards, criteria and workmanship for the Work and related services. The Drawings and Specifications are intended to delineate and describe the Work and its component parts so as to permit skilled and competent contractors to bid upon the Work and prosecute the same to completion.

1.10 Special Conditions; Supplemental Conditions. Special Conditions and/or Supplemental Conditions, if any are special or supplemental provisions, not otherwise provided for in the

Agreement or the General Conditions.

1.11 Contract Documents. The Contract Documents consist of the Agreement between the District and the Contractor, Conditions of the Contract (whether General, Special, Supplemental or otherwise), Drawings, Specifications, including addenda thereto issued prior to execution of the Agreement and any other documents listed in the Agreement. The Contract Documents shall include modifications issued after execution of the Agreement. The Contract Documents form the Contract for Construction.

1.12 Intent and Correlation of Contract Documents.

1.12.1 Work of the Contract Documents. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable therefrom as being necessary to produce the intended results. Organization of the Specifications into divisions, sections or articles, and the arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade. Where any portion of the Contract Documents is silent and information appears elsewhere in the Contract Documents, such other portions of the Contract Documents shall control.

1.12.2 Technical Terms. Unless otherwise stated in the Contract Documents, words or terms which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

1.12.3 Conflict in Contract Documents. Conflicts, inconsistencies or ambiguities in the Contract Documents shall be resolved by the Architect in accordance with Article 3.1.9 of the General Conditions; where conflicts or inconsistencies arise between the Drawings and the Specifications, in resolving such conflicts or inconsistencies, the Architect will be governed generally by the following standards: the Drawings are intended to describe matters relating to placement, type, quantity and the like; the Specifications are intended to describe matters relating to quality, materials, compositions, manufacturers and the like. If conflicts exist between portions of the Contract Documents regarding the quality of any item, product, equipment or materials, unless otherwise directed or authorized by the District, the Contractor shall provide the item, product, equipment or material of the highest or more stringent quality.

1.13 Shop Drawings; Samples; Product Data ("Submittals"). Shop Drawings are diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Material Supplier, or others to illustrate some portion of the Work. Samples are physical examples of materials, equipment or workmanship forming a part of, or to be incorporated into the Work. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work. Shop Drawings, Samples and Product Data prepared or furnished by the Contractor, Subcontractors or Material Suppliers are collectively referred to as "Submittals".

1.14 Division of State Architect ("DSA"). DSA is the California Division of the State Architect including without limitation the DSA's Office of Construction Services, Office of Design Services and the Office of Regulatory Services; references to the DSA in the Contract Documents shall mean the DSA, its offices and its authorized employees and agents. The authority of the DSA over the Work and the performance thereof shall be as set forth in the Contract Documents and Title 24 of the California Code of Regulations.

1.15 Project Inspector. The Project Inspector is the individual designated and employed by the District in accordance with the requirements of Title 24 of the California Code of Regulations. The Project Inspector shall be authorized to act on behalf of the District as provided for in the Contract Documents and in Title 24 of the California Code of Regulations, as the same may be amended from time to time.

1.16 Contract Document Terms. The term "provide" means "provide complete in place" or to "furnish and install" such item. Unless otherwise provided in the Contract Documents, the terms "approved;" "directed;" "satisfactory;" "accepted;" "acceptable;" "proper;" "required;" "necessary" and "equal" shall mean as approved, directed, satisfactory, accepted, acceptable, proper, required, necessary and equal, in the opinion of the Architect. The term "typical" as used in the Drawings shall require the installation or furnishing of such item(s) of the Work designated as "typical" in all other areas similarly marked as "typical"; Work in such other areas shall conform to that shown as "typical" or as reasonably inferable therefrom.

1.17 Contractor's Superintendent. The Contractor's Superintendent is the individual employed by the Contractor whose principal responsibility shall be the supervision and coordination of the Work; the Contractor's Superintendent shall not perform routine construction labor.

1.18 Record Drawings. The Record Drawings are a set of the Drawings marked by the Contractor during the performance of the Work to indicate completely and accurately the actual as-built condition of the Work. The Record Drawings shall be sufficient for a capable and qualified draftsman to modify the Drawings to reflect and indicate the Work actually in place at Final Completion of the Work.

1.19 Construction Manager. The Construction Manager, if any, is the individual or entity designated as such in the Special Conditions. The Construction Manager is an independent contractor retained by the District and shall be authorized and empowered to act on behalf of the District. In the event that a Construction Manager is not designated in the Special Conditions, the District reserves the right to designate a Construction Manager at any time during Contractor's performance of the Work. The District reserves the right to remove or replace the Construction Manager during Contractor's performance of the Work. The designation of a Construction Manager, if one has not been designated in the Special Conditions, or the removal or replacement of the designated Construction Manager shall not result in adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder.

1.20 Construction Equipment. Construction Equipment is equipment utilized for the performance of any portion of the Work, but which is not incorporated into the Work.

1.21 Site. The Site is the physical area designated in the Contract Documents for Contractor's performance, construction and installation of the Work.

1.22 Field Clarifications. A written or graphic document consisting of supplementary details, instructions or information issued on behalf of the District which clarifies or supplements the Contract Documents and which becomes a part of the Contract Documents upon issuance. Field Clarifications do not constitute an adjustment of the Contract Time or the Contract Price, unless a Change Order relating to a Field Clarification is authorized and issued under the Contract Documents.

1.23 Defective or Non-Conforming Work. Defective or Non-Conforming Work is any Work

which is unsatisfactory, faulty or deficient by: (i) not conforming to the requirements of the Contract Documents; (ii) not conforming to the standards of workmanship of the applicable trade or industry; (iii) not being in compliance with the requirements of any inspection, reference, standard, test, or approval required by the Contract Documents; or (iv) damage occurring prior to Final Completion of all of the Work.

1.24 Delivery. Delivery used in conjunction with any equipment, materials or other items to be incorporated into the Work shall mean the unloading and storage in a protected condition at the Site pending incorporation into the Work.

1.25 Notice to Proceed. The Notice to Proceed is the written notice issued by or on behalf of the District to the Contractor authorizing the Contractor to proceed with commencement of the Work and which establishes the date for commencement of the Contract Time.

1.26 Project Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work or any designated portion thereof (whether described as milestones, phases, segments or other similar terms) is complete in accordance with the Contract Documents so the District can occupy or use the Work or designated portion thereof for its intended purpose.

1.27 Final Completion. The term "Final Completion" means the Work has been fully completed in accordance with the requirements of the Contract Documents.

1.28 Progress Reports; Verified Reports. Progress Reports, if required, are written reports prepared by the Contractor and periodically submitted to the District in the form and content as required by the Contract Documents. Verified Reports are periodic written reports prepared by the Contractor and submitted to the DSA; Verified Reports shall be in such form and content as required by the applicable provisions of Title 24 of the California Code of Regulations. A material obligation of the Contractor is the preparation of complete and accurate Progress Reports, if required, and Verified Reports as well as the timely submission of the same.

1.29 Laws. Laws refer to all laws, ordinances, codes, rules and/or regulations promulgated by any governmental or quasi-governmental agency with jurisdiction over any portion of the Work and which apply to any portion of the Work, including those in effect as of the execution of the Agreement, amendments thereto and subsequently enacted Laws that take effect during the performance of the Work. No adjustment of the Contract Time or the Contract Price shall be allowed for the Contractor's compliance with the Laws.

1.30 Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District to the Contractor directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. A material obligation of the Contractor is timely performance of Work noted in a Construction Change Directive.

ARTICLE 2: DISTRICT

2.1 Information Required of District.

2.1.1 Surveys; Site Information. Information, if any, concerning physical characteristics of the Site, including without limitation, surveys, soils reports, and utility locations, to be provided by the District are set forth in the Contract Documents. Information not provided by the District or necessary information in addition to that provided by the District concerning physical characteristics of the Site which is required shall be obtained by Contractor without adjustment to the Contract Price or the Contract Time.

2.1.2 Permits, Approvals. Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities which relate to the Work. If permits, licenses, approvals or similar approvals relating to the Work, or the installation/construction thereof are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall obtain the same without adjustment of the Contract Price or the Contract Time.

2.1.3 Drawings and Specifications. Except as otherwise provided for in the Contract Documents, the District shall furnish the Contractor, free of charge, the number of copies of the Drawings and the Specifications as set forth in the Special Conditions. All of the Drawings and the Specifications provided by the District to the Contractor remain the property of the District; the Contractor shall not use the Drawings or the Specifications in connection with any other work of improvement other than the Work.

2.1.4 Furnishing of Information. Information or services to be provided by the District under the Contract Documents shall be furnished by the District with reasonable promptness to avoid delay in the orderly progress of the Work. Information about existing conditions furnished by the District under the Contract Documents is obtained from sources believed to be reliable, but the District neither guarantees nor warrants that such information is complete and accurate. The Contractor shall verify all information provided by the District. If the Contract Documents depict existing conditions on or about the Site, or the Work involves the renovation, removal or remodeling of existing improvements or the Work involves any tie-in or other connection with existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. The Contractor shall bear the risk of any variations between conditions or existing improvements depicted in the Contract Documents and those conditions or existing improvements actually encountered in the performance of the Work. The existence of any variations between conditions or existing improvements depicted in the Contract Documents and those actually encountered in the performance of the Work shall not result in any District liability therefor, nor shall any such variations result in an adjustment of the Contract Time or the Contract Price.

2.2 District's Right to Stop the Work. In addition to the District's right to suspend the Work or terminate the Contract pursuant to the Contract Documents, the District, may, by written order, direct the Contractor to stop the Work, or any portion thereof, until the cause for such stop work order has been eliminated if the Contractor: (i) fails to correct Work which is not in conformity and in accordance with the requirements of the Contract Documents, or (ii) otherwise fails to carry out the Work in conformity and accordance with the Contract Documents. The right of the District to stop the Work hereunder shall not be deemed a duty on the part of the District to exercise such right for the benefit of the Contractor or any other person or entity, nor shall the District's exercise of such right: (i) waive or limit the exercise of any other right or remedy of the District under the Contract Documents or the Laws; or (ii) result in adjustment of the Contract Time or Contract Price.

2.3 Partial Occupancy or Use.

2.3.1 District's Right to Partial Occupancy. The District may occupy or use any completed or partially completed portion of the Work, provided that: (i) the District has obtained the consent of, or is otherwise authorized by, public authorities with jurisdiction thereof, to so occupy or use such portion of the Work and (ii) the District and the Contractor have accepted, in writing, the responsibilities assigned to each of them for security, maintenance, utilities, damage to the Work, insurance, the period for correction of the Work and commencement of warranties required by the Contract Documents for

such portion of the Work partially used or occupied by the District. If the Contractor and the District are unable to agree upon the matters set forth in (ii) above, the District may nevertheless use or occupy any portion of the Work, with the responsibility for such matters subject to resolution in accordance with the Contract Documents. Immediately prior to such partial occupancy or use of the Work, or portions thereof, the District, the Project Inspector, the Construction Manager, the Contractor and the Architect shall jointly inspect the portions of the Work to be occupied or to be used to determine and record the condition of the Work. Repairs, replacements or other corrective action noted in such inspection shall be promptly performed and completed by the Contractor so that the portion of the Work to be occupied or used by the District is in conformity with the requirements of the Contract Documents and the District's occupancy or use thereof is not impaired. The District's use or occupancy of the Work or portions thereof pursuant to the preceding shall not be deemed "completion" of the Work as that term is used in Public Contract Code §7107.

2.3.2 No Acceptance of Defective or Nonconforming Work. The District's partial occupancy or use of the Work, or any portion thereof, shall not constitute the District's acceptance of the Work which is defective or non-conforming.

2.4 The Project Inspector.

2.4.1 Authority of Project Inspector. In addition to the authority and rights of the Project Inspector as provided for elsewhere in the Contract Documents and/or the Laws, all of the Work shall be performed under the observation of the Project Inspector. The foregoing notwithstanding, the Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed defective or non-conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time. The performance of the duties of the Project Inspector shall not relieve or limit the Contractor's performance of its obligations under the Contract Documents.

2.4.2 Limitations on Project Inspector. The Project Inspector does not have authority to interpret the Contract Documents or to modify the Work depicted in the Contract Documents. The Project Inspector has no authority relative to the content or scope of the Contractor's safety plan/program. The Contractor shall not perform any Work deviating from the Contract Documents solely on the basis of direction by the Project Inspector; such deviations shall be deemed Defective or Non-Conforming Work subject to correction or replacement at the sole cost of the Contractor and without adjustment of the Contract Time.

2.4.3 Contractor Access for Project Inspector. The Contractor shall provide the Project Inspector with access to all parts of the Work at any time, wherever located and whether partially or completely fabricated, manufactured, furnished or installed.

2.4.4 Contractor and District Responsibilities for Costs and Fees of Project Inspector. The District is responsible only for payment of the fees of the Project Inspector for standard eight (8) hour work day Mondays through Fridays, excepting holiday days ("Project Inspector Standard Workdays"). All services provided by the Project Inspector exceeding an eight (8) hour workday Mondays through Fridays and/or the first eight (8) hours on Saturday shall be at 1½ times the Project Inspector's basic hourly rate. All hours of service provided by the Project Inspector in excess of eight (8) hours on Saturdays, and all hours of service provided by the Project Inspector on holiday days or on Sundays are at two (2) times the Project Inspector's basic hourly rate. Fees for services provided by the Project Inspector beyond the Project Inspector Standard Workdays set forth above are the sole responsibility of the Contractor; the District may deduct fees for the Project Inspector which exceeds the Project Inspector Standard

Workdays from the Contract Price.

ARTICLE 3: ARCHITECT; CONSTRUCTION MANAGER

3.1 Architect's Administration of the Contract.

3.1.1 Role of the Architect and Construction Manager. The Architect and the Construction Manager will provide administration of the Contract as described in the Contract Documents, and will be the District's representatives during construction until the time that Final Payment is due the Contractor under the Contract Documents. The Architect and Construction Manager will advise and consult with the District and the Project Inspector with respect to the administration of the Contract and the Work. The Architect is authorized to act on behalf of the District to the extent provided for in the Contract Documents; and shall have the responsibilities and powers established by the Laws, including Title 24 of the California Code of Regulations. The Architect and Construction Manager are authorized to stop the Work, direct/authorize takeover of the Contractor's Work or supplement the Contractor's labor, materials or equipment whenever deemed necessary in the sole discretion of the Architect or the Construction Manager to ensure that the Work is completed in accordance with the Contract Documents for the Contract Price and within the Contract Time. All fees, costs or expenses arising out of or associated in any manner with the take-over of the Work or to supplement the Contractor's labor, materials or equipment shall be at the sole cost and expense of the Contractor; the District may deduct such costs, fees or expenses from any portion of the Contract Price then or thereafter due the Contractor.

3.1.2 Periodic Site Inspections. The Architect will visit the Site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine, in general, if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. The Architect is not required to make exhaustive or continuous Site inspections to check quality or quantity of the Work. On the basis of Site observations as an architect, the Architect will keep the District informed of the progress of the Work, and will endeavor to guard the District against defects and deficiencies in the Work.

3.1.3 Contractor Responsibility for Construction Means, Methods and Sequences. Neither the District, Project Inspector, Architect nor the Construction Manager will have control over or charge of and be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, these being solely the Contractor's responsibility. Neither the District, Project Inspector, Architect nor Construction Manager will have control over or charge of and be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work. The Contractor shall be solely responsible for: (i) construction means, methods and sequences to perform and complete the Work; (ii) safety of persons and property at the Site; and (iii) the acts, omissions or other conduct of Subcontractors and the personnel of the Contractor and Subcontractors.

3.1.4 Review of Applications for Payment. Pursuant to Article 8 hereof, the Architect will review the Contractor's Payment Applications and for Application For Final Payment, evaluate the extent of Work performed and verify to the District the amount properly due the Contractor.

3.1.5 Rejection of Work. The Architect is authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect considers it necessary or advisable, for implementation of the intent of the Contract Documents, the Architect is authorized to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed.

Neither this authority of the Architect nor a decision made in good faith by the Architect to exercise or not to exercise such authority shall modify requirements of the Contract Documents or any obligation of the Contractor under the Contract Documents.

3.1.6 Submittals.

3.1.6.1 Processing of Submittals. Submittals required by the Contract Documents shall be prepared by or on behalf of the Contractor in accordance with the requirements of the Contract Documents. If the District retains a Construction Manager for the Work, Submittals shall be transmitted by the Contractor to the Construction Manager for distribution by the Construction Manager to the Architect and the District. Upon completion of the Architect's review of a Submittal, the Construction Manager shall transmit the reviewed Submittal to the Contractor for the Contractor's distribution to its Subcontractor(s) and other affected parties. If the District does not retain a Construction Manager for the Work, Submittals shall be submitted by the Contractor to the Architect or such other party designated in the Contract Documents or by the Architect for review and processing.

3.1.6.2 Architect's Review. The Architect will review and approve or take other appropriate action upon the Contractor's Submittals, but only for the limited purpose of checking for general conformance with information given and the design concept expressed in the Contract Documents. Review of Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's Submittals shall not relieve the Contractor of its obligations under the Contract Documents. The Architect's review of Submittals shall not constitute approval of safety measures, programs or precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item in a Submittal shall not indicate approval of an assembly of which the item is a component with the Submittal(s) required and relating to such assembly have been reviewed by the Architect.

3.1.6.3 Time for Architect's Review. The Architect's review of Submittals will be conducted promptly so as not to delay or hinder the progress of the Work or the activities of the Contractor, the District or the District's separate contractors while allowing sufficient time, in the Architect's reasonable professional judgment, to permit adequate review of Submittals. The foregoing notwithstanding, the Architect's review and return of Submittals will conform with the time limits and other conditions, if any, set forth in the Specifications or the Submittal Schedule if the Submittal Schedule is required by other provisions of the Contract Documents, but shall, under no circumstance, be less than fifteen (15) days.

3.1.7 Issuance of Construction Change Directive. The Architect is authorized to issue Construction Change Directives.

3.1.8 Changes to the Work; Change Orders. The Architect and Construction Manager will prepare Change Orders, and may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price.

3.1.9 Completion. In conjunction with the District, Project Inspector, Construction Manager, if any, and the Contractor, the Architect will conduct observations of the Work to determine the date(s) of Substantial Completion and Final Completion. If the District does not designate a Construction Manager for the Work, the Architect shall: (i) be authorized to enforce the Contractor's close-out obligations; and (ii) receive from the

Contractor and the records, written warranties and related close-out materials assembled by the Contractor in accordance with the Contract Documents. The Architect, Project Inspector and Construction Manager will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

3.1.10 Interpretation of Contract Documents. The Architect will interpret and decide matters concerning the requirements of the Contract Documents on written request of either the District or the Contractor. The Architect's response to such requests will be made with reasonable promptness and within the time limits agreed upon, if any. If no agreement is reached establishing the time for the Architect's review and response to requests under this Article 3.1.10, the Architect shall be afforded a fifteen (15) day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will: (i) be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions; (ii) endeavor to secure faithful performance by both the District and the Contractor; (iii) not show partiality to either the District or Contractor; and (iv) not result in liability for results of interpretations or decisions so rendered in good faith. The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

3.1.11 Request for Information. If the Contractor encounters any condition which the Contractor believes, in good faith and with reasonable basis, is the result of an ambiguity, conflict, error or omission in the Contract Documents (collectively "the Conditions"), Contractor shall timely notify the Architect, in writing, of the Conditions encountered and to request information from the Architect necessary to address and resolve any such Conditions before proceeding with any portion of the Work affected or which may be affected by such Conditions. If the Contractor fails to timely notify the Architect in writing of any Conditions encountered and the Contractor proceeds to perform any portion of the Work containing or affected by such Conditions the Contractor shall bear all costs associated with or required to correct, remove, or otherwise remedy any portion of the Work affected thereby without adjustment of the Contract Time or the Contract Price. In requesting information of the Architect to address and resolve any Conditions the Contractor shall act with promptness in submitting any such written request so as to allow the Architect a reasonable period of time to review, evaluate and respond to any such request, taking into account the then current status of the progress and completion of the Work and the actual or potential impact of any such Conditions upon the completion of the Work within the Contract Time. The Contract Time shall not be subject to adjustment in the event that the Contractor shall fail to timely request information from the Architect. The Architect's responses to any such Contractor request for information shall conform to the standards and time frame set forth in Article 3.1.10 of these General Conditions. The foregoing provisions notwithstanding, if the Architect reasonably determines that any of Contractor's request(s) for information: (i) does not reflect adequate or competent supervision or coordination by the Contractor or any Subcontractor; (ii) does not reflect the Contractor's adequate or competent knowledge of the requirements of the Work or the Contract Documents; or (iii) is not justified for any other reason, Contractor shall be liable to the District for all costs incurred by the District associated with the processing, reviewing, evaluating and responding to any such request for information, including without limitation, fees of the Architect. In responding to any of Contractor's request(s) for information, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the costs to be borne by the Contractor for the processing, review, evaluation and response to the request for information. Thereafter, the District is authorized to

deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

3.2 Communications; Role of Construction Manager and Architect. All communications regarding the Work, the performance thereof or the Contract Documents shall be in writing; verbal communications shall be reduced to writing. Communications between the Contractor and the District or the Architect shall be through the Construction Manager. Communications between separate contractors, if any, shall be through the Construction Manager. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. If the District does not designate a Construction Manager for the Work, communications between the Contractor and the District shall be through the Architect, and communications between separate contractors, if any, shall be through the Architect. Failure or refusal of the Contractor to permit the District, the Construction Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder.

3.3 Termination of Architect or Construction Manager; Substitute Architect or Construction Manager. In case of termination of employment of the Architect or the Construction Manager, the District shall appoint a substitute architect or substitute Construction Manager whose status under the Contract Documents shall be that of the Architect or the Construction Manager, as applicable.

3.4 Construction Manager. If a Construction Manager is designated for the Work, the Construction Manager shall be a representative of the District until Final Completion is achieved and Final Payment is due the Contractor. The Construction Manager is authorized to act on behalf of the District and in connection with the Work as set forth in the Contract Documents, including without limitation: (i) review of the Contractor's Construction Schedule and updates thereto; (ii) review of the Contractor's Applications for Payment and verification of the amount due the Contractor under an Application for Payment; (iii) conducting the Pre-Construction Meeting, Progress Meetings and/or Special Meetings and maintaining minutes thereof; and (iv) enforcement of the Contractor's obligations under the Contract Documents, including the Contractor's close-out obligations.

ARTICLE 4: THE CONTRACTOR

4.1 Contractor Review of Contract Documents.

4.1.1 Examination of Contract Documents. The Contractor shall carefully study and compare the Contract Documents with each other and with information furnished by the District pursuant to the Contract Documents and shall at once report to the Architect any errors, inconsistencies or omissions discovered. If the Contractor performs any Work knowing, or with reasonable diligence should have known that, it involves an error, inconsistency or omission in the Contract Documents without prior notice to the Architect of the same, the Contractor shall assume full responsibility for such performance and shall bear all costs for correction of the same without adjustment of the Contract Price.

4.1.2 Field Measurements. Prior to commencement of the Work, or portions thereof, the Contractor shall take field measurements and verify field conditions at the Site and shall carefully compare such field measurements and conditions with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be immediately reported to the Architect along with request for clarification or direction.

4.1.3 Dimensions; Layouts and Field Engineering. Unless otherwise expressly provided, dimensions indicated in the Drawings are intended for reference only. The Drawings are intended to be diagrammatic and schematic in nature; the Contractor is solely responsible for dimensioning and coordinating the Work of the Contract Documents. All field engineering required for laying out the Work and establishing grades for earthwork operations shall be by the Contractor at its expense. Any field engineering or other engineering to be provided or performed by the Contractor under the Contract Documents and required or necessary for the proper execution or installation of the Work shall be provided and performed by the an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work.

4.1.4 Work in Accordance With Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents, the Laws and Architect accepted Submittals.

4.2 Site Investigation; Subsurface Conditions.

4.2.1 Contractor Investigation. The Contractor is responsible for, and by executing the Agreement acknowledges, that it has carefully examined the Site and has taken all steps it deems reasonably necessary to ascertain all conditions which may affect the Work, or the cost thereof, including, without limitation, conditions bearing upon transportation, disposal, handling or storage of materials; availability of labor or utilities; access to the Site; and the physical conditions and the character of equipment, materials, labor and services necessary to perform the Work. Any failure of the Contractor to do so will not relieve it from the responsibility for fully and completely performing all Work without adjustment to the Contract Price or the Contract Time. The District assumes no responsibility to the Contractor for any understandings or representations concerning conditions or characteristics of the Site, or the Work, made by any of its officers, employees or agents prior to the execution of the Agreement, unless such understandings or representations are expressly set forth in the Contract Documents.

4.2.2 Subsurface Data. By executing the Agreement, the Contractor acknowledges that it has examined the boring data and other subsurface data available and satisfied itself as to the character, quality and quantity of surface and subsurface materials, including without limitation, obstacles which may be encountered in performance of the Work, insofar as this information is reasonably ascertainable from an inspection of the Site, review of available subsurface data and analysis of information furnished by the District under the Contract Documents. Subsurface data or other soils investigation report provided by the District hereunder are not a part of the Contract Documents. Information contained in such data or report regarding subsurface conditions, elevations of existing grades or below grade elevations are approximate only and are neither guaranteed or warranted by the District to be complete and accurate. The Contractor shall examine all boring and other subsurface data to make its own independent interpretation of the subsurface conditions and acknowledges that its bid is based upon its own opinion of the conditions which may be encountered. The District assumes no responsibility for any conclusions or interpretations made by Contractor on the basis of available subsurface data or other information furnished by District under the Contract Documents.

4.2.3 Subsurface Conditions. 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 Project Inspector, in writing, of any: (i) material that the Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I or Class II or Class III disposal site in accordance

with provisions of existing law; (ii) subsurface or latent physical conditions at the site differing from those indicated; or (iii) unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Work or the character provided for in the Contract Documents. If upon notice to the District of the conditions described above and upon the District's investigation thereof, the District determines that the conditions so materially differ or involve such hazardous materials which require an adjustment to the Contract Price or the Contract Time, the District shall issue a Change Order in accordance with Article 9 hereof. In accordance with California Public Contract Code §7104, any dispute arising between the Contractor and the District as to any of the conditions listed in (i), (ii) or (iii) above, shall not excuse the Contractor from the completion of the Work within the Contract Time and the Contractor shall proceed with all Work to be performed under the Contract Documents. The District reserves the right to terminate the Contract pursuant to Article 15.2 hereof should the District determine not to proceed because of any condition described in (i), (ii) or (iii) above.

4.3 Supervision and Construction Procedures.

4.3.1 Supervision of the Work. The Contractor shall supervise and direct performance of the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract Documents, unless Contract Documents give other specific instructions concerning these matters. The Contractor shall be responsible for inspection of completed or partially completed portions of Work to determine that such portions are in proper condition to receive subsequent Work.

4.3.2 Responsibility for the Work. The Contractor is responsible to the District for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and all other persons performing any portion of the Work under a contract with the Contractor. The Contractor is not relieved from its obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Construction Manager, Project Inspector or the Architect, or by tests, inspections or approvals required or performed by persons other than the Contractor.

4.3.3 Layouts Surveys. The Contractor is solely responsible for laying-out the Work so that construction of the Work conforms to the requirements of the Contract Documents and so that all component parts of the Work are coordinated. The Contractor shall prepare or cause to be prepared all detailed surveys necessary for performance of the Work, including without limitation, slope stakes, points, lines and elevations. The Contractor is responsible for the establishment, location, maintenance and preservation of benchmarks, reference points and stakes for the Work without adjustment of the Contract Price. The Contractor is solely responsible for all loss or costs resulting from the loss, destruction, disturbance or damage of benchmarks, reference points or stakes.

4.3.4 Waste Materials. Every effort should be made by the contractor to recycle all waste materials removed from the District. The State requires 50% of all waste (by weight) to be recycled. In an effort to maintain this compliance, Contractor shall submit all weight tickets, bill of ladings or tonnage reports of any waste materials sent out for recycling from a work site within the District. Copies of the documents shall be submitted to the Construction Manager. Final payment will be contingent upon receipt of these documents.

4.3.5 Construction Utilities. The District will furnish and pay the costs of utility services for the Work as set forth in the Special Conditions; all other utilities necessary to complete the Work and the Contractor's obligations hereunder shall be obtained by the Contractor without adjustment of the Contract Price or the Contract Time. The

Contractor shall furnish and install necessary or appropriate temporary distributions of utilities, including utilities furnished by the District. Any such temporary distributions shall be removed by the Contractor upon completion of the Work. The costs of all such utility services, including the installation, relocations and removal of temporary distributions thereof, shall be borne by the Contractor and included in the Contract Price.

4.3.6 Existing Utilities; Removal, Relocation and Protection.

4.3.6.1 Contractor Responsibility for Locating Utilities. The Contractor is responsible for locating all below grade drainage lines, storm drains, sewers, domestic water, gas, electrical, hot water and irrigation utility services, vaults, duct banks and other similar items or utilities services (collectively "Underground Facilities") which are shown in the Drawings or other portions of the Contract Documents; or (ii) which are identified in information relating to Underground Facilities maintained by the regional notification center, "Underground Service Alert" ("USA"). Contractor shall locate and mark locations of the Underground Facilities shown in the Contract Documents and information relating to Underground Facilities maintained by USA before proceeding with Work that may: (i) damage, destroy or impair Underground Facilities; or (ii) limit, disrupt or interrupt utility services provided through Underground Facilities. Prior to commencing Work in the proximity of Underground Facilities or other underground structures that can be readily inferred from adjacent surface improvements, Contractor shall further locate, by carefully excavating with small equipment, potholing and principally by hand, such utilities or installations that are to remain and that are subject to damage, destruction or disruption.

4.3.6.2 Contractor Responsibility for Damage to Underground Facilities. Without adjustment of the Contract Time or the Contract Price, the Contractor shall repair or replace all damage to or destruction of Underground Facilities occurring during performance of the Work. All such repairs or replacements shall be with materials, equipment and other items consistent with those in place prior to commencement of the Work and when the repair or replacement is completed, the Underground Facilities shall be in the same functional and operational condition as prior to the damage or destruction.

4.3.6.3 Contractor Responsibility for Maintaining Utility Services. The Contractor shall maintain in service all utility services provided through the Underground Facilities unless the Contractor has notified the District and Construction Manager in writing of utility service disruptions at least two (2) business days in advance of the anticipated disruption of utility services. Notwithstanding the Contractor's notice pursuant to the foregoing, the District may, in the sole discretion of the District, direct alternative times/days for the anticipated utility service disruption as necessary for conduct of on-going activities or operations of the District at and about the Site. The Contractor shall be liable for all costs, fees or charges incurred by the District to provide utility services if there is disruption, interruption or limitation of any utility services for which the Contractor has not provided the advance written notice of utility disruption pursuant to the foregoing. The District may deduct such costs, fees or charges from the Contract Price then or thereafter due the Contractor.

4.3.6.4 Unmarked; Unknown Utilities. Additional Underground Facilities not shown in the Contract Documents or USA data may exist on or about the Site. The Contractor shall be alert to their existence; if they are encountered, Contractor shall immediately report such Underground Facilities to the Project Inspector, Construction Manager and District for disposition of the same prior to disturbing any existing condition. In accordance with California Government Code §4215, the District is responsible for the timely removal, relocation, or

protection of existing main or trunkline utility facilities located on the Site which are not identified in the Contract Documents. Contractor shall be compensated for the costs of locating, repairing damage not due to the Contractor's failure to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Contract Documents with reasonable accuracy, and for equipment on the Site necessarily idled during such work. Contractor shall not be assessed Liquidated Damages for delay in completion of the Work when such delay is caused by the failure of the District or the District of the utility to provide for removal or relocation of such utility facilities. Nothing in this Article 4.3.6 shall be deemed to require the District to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings, meters and junction boxes, on or adjacent to the Site. If such utility facilities are owned by a public utility, the public utility shall have the sole discretion to perform repairs or relocation work or permit the Contractor to do such repairs or relocation work at a reasonable price.

4.3.7 Conferences and Meetings. A material obligation of the Contractor under the Contract Documents is the attendance at meetings and conferences relating to the Work by the Contractor's supervisory personnel for the Work and the Contractor's management personnel as required by the Contract Documents or as requested by the District. The Contractor's personnel participating in conferences and meetings relating to the Work shall be authorized to act on behalf of the Contractor and to bind the Contractor. The Contractor is solely responsible for arranging for the attendance by Subcontractors, Material Suppliers at meetings and conferences relating to the Work as necessary, appropriate or as requested by the District.

4.3.7.1 Pre-Construction Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District) shall attend a Pre-Construction Conference at such time and place as designated by the District. The Pre-Construction Conference will generally address the requirements of the Work and Contract Documents, and to establish construction procedures. Subject matters of the Pre-Construction Conference will include as appropriate: (i) administrative matters, including an overview of the respective responsibilities of the District, Architect, Construction Manager, Contractor, Subcontractors, Project Inspector and others performing any part of the Work or services relating to the Work; (iii) Submittals; (iv) Changes and Change Order processing; (v) employment practices, including Certified Payroll preparation and submission, prevailing wage rate responsibilities of the Contractor and Subcontractors, compliance with apprenticeship standards and Division of Labor Standards ("DSLE") monitoring and enforcement of prevailing wage rate requirements; (vi) Progress Schedule development and maintenance; (vii) development of Schedule of Values and payment procedures; (viii) communications procedures, including the handling of Requests for Interpretation; (ix) conduct of pre-installation meetings to plan and coordinate work of new contractors, separate contractors and to plan for utility outages; (x) emergency and safety procedures; (xi) Site visitor policies; (xii) conduct of Contractor/Subcontractor personnel at the Site; (xiii) punchlist/close-out procedures; and (xiv) Contractor and Subcontractor DIR Contractor Registration.

4.3.7.2 Progress Meetings. Progress meetings will be conducted on regular intervals (weekly unless otherwise expressly indicated elsewhere in the Contract Documents). The Contractor's representatives and representatives of Subcontractors (as requested by the District) shall attend Progress Meetings. Progress Meetings will be chaired by the Architect or the Construction Manager

and will generally include as agenda items: Site safety, field issues, coordination of Work, construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include without limitation: a formal and regular forum for discussion of the status and progress of the Work by all Project participants, a review of progress or resolution of previously raised issues and action items assigned to the Project participants, and reviews of the Construction Schedule and Submittals.

4.3.7.3 Pre-Installation Conference. The Contractor's representatives (and representatives of Subcontractors as requested by the District or the Construction Manager) shall attend a Pre-Installation Conference prior to the initiation of a new phase of Work or in connection with the delivery and installation of major items of equipment incorporated into the Work. Pre-Installation Conferences will generally address the requirements of the new phase of Work and Contract Documents, and/or to coordinate delivery and installation of major equipment items.

4.3.7.4 Special Meetings. As deemed necessary or appropriate by the District, Special Meetings will be conducted with the participation of the Contractor, Subcontractors and other Project participants as requested by the District.

4.3.7.5 Minutes of Meetings. Following conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Architect or the Construction Manager will prepare and distribute minutes reflecting the items addressed and actions taken at a meeting or conference. Unless the Contractor notifies the Architect or the Construction Manager in writing of objections or corrections to minutes prepared hereunder within five (5) days of the date of distribution of the minutes, the minutes as distributed shall constitute the official record of the meeting or conference. No objections or corrections of any Subcontractor or Material Supplier shall be submitted directly to the Architect or the Construction Manager; such objections or corrections shall be submitted to the Architect and the Construction Manager through the Contractor. If the Contractor timely interposes objections or notes corrections, the resolution of such matters shall be addressed at the next scheduled Progress Meeting.

4.3.8 Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at or about the Site.

4.3.9 Noise and Dust Control

4.3.9.1 Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.9.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors

and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the Laws, including, without limitation, the EPA, OSHA and Cal-OSHA,. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damaged property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the school, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.3.9.3 Air Pollution. The Contractor shall comply with all applicable air pollution control rules, regulations, ordinances, or statutes. Neither the Contract Time nor the Contract Price shall be subject to adjustment for measures of the Contractor to comply with air pollution control requirements. The Contractor shall be solely responsible for implementing measures required by any governmental or quasi-governmental agency with jurisdiction and/or authority to enforce air pollution control measures without adjustment of the Contract Time or the Contract Price. If in performance of the Work, the Contractor violates applicable air pollution control requirements, the Contractor shall be solely responsible for discharging and satisfying any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures. The scope of the Contractor's indemnity obligations under the Contract Documents shall include, without limitation, the defense, indemnity and hold harmless of the Indemnified Parties from any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures as a result of the Contractor's failure or refusal to comply with its obligations hereunder.

4.3.9.4 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, District Inspector or Construction Manager are each authorized to notify the Contractor in writing of such failure and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct

such amounts from the Contract Price then or thereafter due the Contractor.

4.4 Labor and Materials.

4.4.1 Payment for Labor, Materials and Services. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, Construction Equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

4.4.2 Employee Discipline. The Contractor shall enforce strict discipline and good order among the Contractor's employees, the employees of any Subcontractor or Sub-subcontractor, and all other persons performing any part of the Work at the Site. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. The Contractor shall dismiss from its employ and direct any Subcontractor or Sub-subcontractor to dismiss from their employment any person deemed by the District to be unfit or incompetent to perform Work and thereafter, the Contractor shall not employ nor permit the employment of such person for performance of any part of the Work without the prior written consent of the District, which consent may be withheld in the reasonable discretion of the District.

4.4.3 Compliance with Immigration Reform and Control Act of 1986. The Contractor is solely and exclusively responsible for employment of individuals for the Work of the Contract in conformity with the Immigration Reform and Control Act of 1986, 8 USC §§1101 et seq. (the "IRCA"); the Contractor shall also require Subcontractors and any other person or entity employing labor in connection with any of the Work to so similarly comply with the IRCA. The foregoing includes without limitation, verification that individuals engaged in any Work are legally entitled to do so.

4.4.4 Contractor's Project Manager and Superintendent

4.4.4.1 Qualifications of Contractor Superintendent and Contractor Project Manager. Prior to start of Work at the Site, the Contractor shall submit in writing to the District and Construction Manager, the qualifications of the Contractor's proposed superintendent ("Contractor Superintendent") and the Contractor's proposed Project Manager ("Contractor PM") for acceptance by the Construction Manager and District. The Contractor's proposed Contractor Superintendent and proposed Contractor PM shall each have recent experience in similar types of construction to the Work. The Contractor's proposed Contractor Superintendent and Contractor PM shall be satisfactory to the District and Construction Manager and shall not be changed during the Work unless the Contractor's employment of the Contractor Superintendent or Contractor PM is terminated by the Contractor for cause or the Contractor Superintendent or Contractor PM voluntary ceases employment by the Contractor. The Contractor shall dismiss the Contractor Superintendent or the Contractor PM if they are deemed, in the sole reasonable judgment of the District, to be unfit, incompetent or incapable of performing the functions assigned to them. In such event, the District shall have the right to approve of the replacement Contractor Superintendent or Contractor Project Manager, as applicable.

4.4.4.2 Contractor Superintendent. Competency of the Contractor Superintendent shall include, without limitation, a minimum of three (3) years prior experience as a superintendent for a general contractor on projects similar in size, scope and complexity to the Work and be proficient in English (speaking, reading and writing). The Contractor's communications relating to the Work or

the Contract Documents shall be through the Contractor Superintendent. The Contractor Superintendent shall represent the Contractor and communications given to the Contractor Superintendent shall be binding as if given to the Contractor.

4.4.4.3 Contractor Project Manager. The Contractor shall employ a Contractor PM who shall be a senior management employee of the Contractor. The Contractor PM shall be at the Site periodically to observe the progress and quality of the Work in progress and in place. Competency of the Contractor's PM shall include, without limitation, a minimum of five (5) years prior experience as a project manager for a prime contractor on projects similar in size, scope and complexity as the Work and be proficient in English (speaking, reading and writing). The Contractor PM shall be responsible for directing and coordinating human and material resources of the Contractor and Subcontractors throughout the course of the Work using management techniques so that the Work is completed for the Contract Price and within the Contract Time. Prohibition on Harassment.

4.4.5 District's Policy Prohibiting Harassment. The District is committed to providing a campus and workplace free of sexual harassment and harassment based on factors such as race, color religion, national origin, ancestry, age, medical condition, marital status, disability, veteran status or other legally protected classification. Harassment includes without limitation, verbal, physical or visual conduct which creates an intimidating, offensive or hostile environment such as racial slurs; ethnic jokes; posting of offensive statements, posters or cartoons or similar conduct. Sexual harassment includes without limitation the solicitation of sexual favors, unwelcome sexual advances, or other verbal, visual or physical conduct of a sexual nature.

4.4.5.1 Contractor's Adoption of Anti-Harassment Policy. Contractor shall adopt and implement all appropriate and necessary policies prohibiting any form of discrimination in the workplace, including without limitation harassment on the basis of any classification protected under local, state or federal law, regulation or policy. Contractor shall take all reasonable steps to prevent harassment from occurring, including without limitation affirmatively raising the subject of harassment among its employees, expressing strong disapproval of any form of harassment, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment and informing complainants of the outcome of an investigation into a harassment claim. Contractor shall require that any Subcontractor or Sub-subcontractor performing any portion of the Work to adopt and implement policies in conformity with this Article 4.4.5.

4.4.5.2 Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, or any other person or entity, performing any Work at or about the Site to engage in any prohibited form of harassment. Any such person engaging in a prohibited form of harassment directed to any individual performing or providing any portion of the Work at or about the Site shall be subject to appropriate sanctions in accordance with the anti-harassment policy adopted and implemented pursuant to Article 4.4.5.1 above. Any person, performing or providing Work on or about the Site engaging in a prohibited form of harassment directed to any student, faculty member or staff of the District or directed to any other person on or about the Site shall be subject to immediate removal and shall be prohibited thereafter from providing or performing any portion of the Work. Upon the District's receipt of any notice or complaint that any person employed directly or indirectly by Contractor in performing or providing the Work has engaged in a prohibited form

of harassment, the District will promptly undertake an investigation of such notice or complaint. If the District, after such investigation, reasonably determines that a prohibited form of harassment has occurred, the District shall promptly notify the Contractor of the same and direct that the person engaging in such conduct be immediately removed from the Site. Unless the District's determination that a prohibited form of harassment has occurred is grossly negligent or without reasonable cause, District shall have no liability for directing the removal of any person determined to have engaged in a prohibited form of harassment nor shall the Contract Price or the Contract Time be adjusted on account thereof. Contractor and the Surety shall defend, indemnify and hold harmless the District and its employees, officers, Board of Education, agents, and representatives from any and all claims, liabilities, judgments, awards, actions or causes of actions, including without limitation, attorneys' fees, which arise out of, or pertain in any manner to: (i) the assertion by any person dismissed from performing or providing work at the direction of the District pursuant to this Article 4.4.5.2; or (ii) the assertion by any person that any person directly or indirectly under the employment or direction of the Contractor has engaged in a prohibited form of harassment directed to or affecting such person. The obligations of the Contractor and the Surety under the preceding sentence are in addition to, and not in lieu of, any other obligation of defense, indemnity and hold harmless whether arising under the Contract Documents, at law or otherwise; these obligations survive completion of the Work or the termination of the Contract.

4.5 Taxes. The Contractor shall pay, without adjustment of the Contract Price, all sales, consumer, use and other taxes for the Work or portions thereof provided by the Contractor under the Contract Documents.

4.6 Permits, Fees and Notices; Compliance With Laws.

4.6.1 Payment of Permits, Fees. The Contractor shall secure and pay for permits, approvals governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work which are designated in the Contract Documents as the responsibility of the Contractor.

4.6.2 Compliance With Laws. The Contractor shall comply with and give notices required by the Laws and other orders of public authorities bearing on performance of the Work.

4.6.3 Notice of Variation From Laws. If the Contractor knows, or has reason to believe, that any portion of the Contract Documents are at variance with the Laws, the Contractor shall promptly notify the Architect, Construction Manager and the Project Inspector, in writing, of the same. If the Contractor performs Work knowing, or with reasonable diligence should have known, it to be contrary to the Laws without such notice to the Architect, Construction Manager and the Project Inspector, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs arising or associated therefrom, including without limitation, the removal, replacement or correction of the same.

4.7 Submittals.

4.7.1 Purpose of Submittals. Submittals are not Contract Documents. Submittals are for the purpose of demonstrating, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such item of the Work in conformity with the information given and the design concept expressed in the Contract Documents.

4.7.2 Contractor's Submittals.

4.7.2.1 Prompt Submittals. The Contractor shall review, approve and submit to the Architect or such other person or entity designated by the District or the Contract Documents, the number of copies of Submittals required by the Contract Documents. All Submittals required by the Contract Documents shall be prepared, assembled and submitted by the Contractor within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. If the Contractor fails or refuses to deliver Submittals in accordance with the Submittal Schedule, the Contractor shall be subject to per diem assessments in the amount set forth in the Special Conditions for each day of delayed submission for any Submittal beyond the date set forth in the Submittal Schedule for Contractor's submission of such Submittal. Contractor and the District acknowledge and agree that the per diem assessment for delayed submission of Submittals set forth in the Special Conditions represents a reasonable estimate of costs and expenses the District will incur as a result of delayed submission of Submittals and that the same is not a penalty. Notwithstanding Contractor's submission of all required Submittals in accordance with the Submittal Schedule, in the event that the District or the Architect reasonably determines that all or any portion of such Submittals fail to comply with the requirements of Articles 4.7.2.2, 4.7.2.3 and 4.7.2.4 of these General Conditions and/or such Submittals are not otherwise complete and accurate so as to require re-submission, Contractor shall bear all costs associated with the review and approval of resubmitted Submittals, including without limitation Architect's fees incurred in connection therewith; provided that such costs are in addition to, and not in lieu of, Liquidated Damages imposed under this Article 4.7.2.1 for Contractor's delayed submission of Submittals. If Liquidated Damages are assessed for the Contractor's delayed submission of Submittals or if the Contractor is assessed Architect fees to review incomplete or inaccurate Submittals, the District may deduct the same from any portion the Contract Price then or thereafter due the Contractor. Submittals not required by the Contract Documents or which do not otherwise conform to the requirements of the Contract Documents may be returned without action. No adjustment to the Contract Time or the Contract Price shall be granted to the Contractor on account of its failure to timely submit of any Submittal.

4.7.2.2 Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect for review. Any Submittal not bearing the Contractor's written approval shall be subject to return to the Contractor for re-submittal in conformity herewith, with the same being deemed to not have been submitted. Any delay, impact or cost associated therewith shall be the sole and exclusive responsibility of the Contractor without adjustment to the Contract Time or the Contract Price.

4.7.2.3 Verification of Submittal Information. By approving and submission of Submittals, the Contractor represents to the District and Architect that the Contractor has determined and verified materials, field measurements, field construction criteria, catalog numbers and similar data related thereto and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents. The Contractor has also verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity to the Contract Documents.

4.7.2.4 Information Included in Submittals. All Submittals shall be

accompanied by a written transmittal or other writing by the Contractor providing an identification of the portion of the Drawings or the Specifications pertaining to the Submittal, with each Submittal numbered consecutively for ease of reference along with the following information: (i) date of submission; (ii) project name; (iii) name of submitting Subcontractor; and (iv) if applicable, the revision number. The foregoing information is in addition to, and not in lieu of, any other information required by the Contract Documents for the Architect's review, evaluation and acceptance of the Contractor's Submittals.

4.7.2.5 Contractor Responsibility for Deviations. The Contractor shall not be relieved of responsibility for correcting deviations from the requirements of the Contract Documents by the Architect's review of Submittals unless the Contractor has specifically informed the Architect in writing of such deviation at the time of submission of the Submittal and the Architect has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Submittals by the Architect's review thereof.

4.7.2.6 No Performance of Work Without Architect Review. The Contractor shall perform no portion of the Work requiring the Architect's review of Submittals until the Architect has completed its review and returned the Submittal to the Contractor indicating "No Exception Taken" to such Submittal. The Contractor shall not perform any portion of the Work forming a part of a Submittal or which is affected by a related Submittal until the entirety of the Submittal or other related Submittal has been fully processed. Such Work shall be in accordance with the final action taken by the Architect in review of Submittals and other applicable portions of the Contract Documents.

4.7.3 Architect Review of Submittals. The purpose of the Architect's review of Submittals and the time for the Architect's return of Submittals to the Contractor shall be as set forth elsewhere in the Contract Documents. If the Architect returns a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall promptly thereafter resubmit a Submittal conforming to the requirements of the Contract Documents; the resubmitted Submittal shall indicate the portions thereof modified in accordance with the Architect's direction. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications accompanying Submittals. The Architect's review of the Submittals is for the limited purposes described in the Contract Documents. The following notations or notations of a similar nature noted on a reviewed Submittal will require the Contractor action noted below.

Notation	Action Required
No Exceptions Taken	No formal revision required
Make Corrections Noted	Make revision noted; re-submission of revised Submittal not required
Revise and Re-Submit	Revise Submittal in accordance with notations and re-submit for revision
Rejected Re-Submit	Prepare new alternative Submittal and re-submit for review

4.7.4 Deferred Approval Items. If any portion of the Work is designated in the Contract Documents as a "Deferred Approval" item, Contractor shall be solely and exclusively responsible for: (i) the design, engineering and specifying the materials/equipment

forming any part of the Deferred Approval Item; (ii) integrating and/or coordinating the Deferred Approval Item with other portions of the Work; (iii) preparation of Submittals for such item(s) in a timely manner so as not to delay or hinder the completion of the Work within the Contract Time; and (iv) timely obtaining DSA approval thereof.

4.8 Materials and Equipment.

4.8.1 Specified Materials, Equipment. References in the Contract Documents to any specific article, device, equipment, product, material, fixture, patented process, form, method or type of construction, by name, make, trade name, or catalog number, with or without the words "or equal" shall be deemed to establish a minimum standard of quality or performance, and shall not be construed as limiting competition. Whenever a product, material or other item is specified with reference to a Federal Specification, an ASTM Standard, an American National Standards Institute Specification, or other trade association standard (collectively, "the Standards"), the Contractor shall present an affidavit from the manufacturer when requested by the Architect or required in the Specifications, certifying the product, material or other item to be furnished and installed complies with the Standards. When requested by the Architect or required by the Contract Document, support test data shall be submitted to substantiate compliance with the Standards.

4.8.2 Approval of Substitutions or Alternatives. The Contractor may propose to furnish alternatives or substitutes for a particular item specified in the Contract Documents, provided that: (i) such proposed substitution or alternative complies with the requirements of the Specifications relating to substitutions of specified items; (ii) the Contractor certifies to the Architect and District that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute meet or exceed the quality, performance capability and functionality of the item or process specified; and (iii) demonstrate to the reasonable satisfaction of the Architect and District that the use of the substitution or alternative is appropriate and will not delay completion of the Work or result in an increase to the Contract Price. The Contractor shall submit calculations engineering, construction, dimension, visual, aesthetic and performance data to the Architect to permit its proper evaluation of the proposed substitution or alternative. If requested by the Architect, Contractor shall promptly furnish any additional information or data regarding a proposed substitution or alternative which the Architect deems reasonably necessary for the evaluation of the proposed substitution or alternative. The Contractor shall not provide, furnish or install any substitution or alternative without the Architect's review and final action on the proposed substitution or alternative; any alternative or substitution installed or incorporated into the Work without first obtaining the Architect's review and final action of the same shall be subject to removal pursuant to Article 12 hereof. The Architect's decision evaluating the Contractor's proposed substitutions or alternatives shall be final. Neither the Contract Time nor the Contract Price shall be increased on account of any substitution or alternative proposed by the Contractor and which is accepted by the Architect; provided, however, that in the event a substitution or alternative accepted by the Architect and purchase, fabrication and/or installation or such accepted substitution or alternative shall be less expensive than the originally specified item, the Contract Price shall be reduced by the actual cost savings realized by the Contractor's furnishing and/or installation of such approved substitution or alternative. The Contractor shall be solely responsible for all costs and fees incurred by the District to review a proposed substitution or alternative, including without limitation fees of the Architect, and/or governmental agencies to review and/or approve any proposed substitution or alternative. The Contractor shall be solely responsible for any increase in the cost of any accepted substitution or alternative or any Work affected by such alternative or substitution. The foregoing notwithstanding, unless

modified in writing elsewhere in the Contract Documents, including without limitation, the Specifications, Addenda or Bid Documents, all requests for the Architect's review and approval of any proposed substitution or alternative and all engineering, construction, dimension and performance data substantiating the equivalency of the proposed substitution or alternative shall be submitted by Contractor not later than thirty-five (35) days following the date of the District's award of the Contract to Contractor by action of the District's Board of Education; any request for approval of proposed alternatives or substitutions submitted thereafter may be rejected summarily. The foregoing process and time limits shall apply to any proposed substitution or alternative regardless of whether the substitute or alternate item is to be provided, furnished or installed by Contractor, any Subcontractor, any Sub-Subcontractor, Material Supplier or Manufacturer.

4.8.3 District Standards; "Sole Source" Products. If any material, equipment, product or other item is designated in the Contract Documents as a "District Standard" or similar words/terms, the District shall be deemed to have made a finding that such material, equipment, product or other item is designated and specified to match other materials, equipment, products, or other item in use in a completed or to be completed work of improvement and not subject to substitution. . If any material, equipment, or other item is identified in the Contract Documents as being the only source of the material, equipment or other item necessary to accomplish the intended result(s), such material, equipment or other item shall deemed a "sole source" and shall not be subject to substitution.

4.8.4 Placement of Material and Equipment Orders. Contractor shall, after award of the Contract, promptly and timely place all orders for materials and/or equipment necessary for completion of the Work so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Contractor shall require that any Subcontractor similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor in a prompt and timely manner so that delivery of the same shall be made without delay or interruption to the timely completion of the Work. Upon request of the District, Construction Manager or the Architect, the Contractor shall furnish reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, including without limitation, orders for materials and/or equipment to be provided, furnished or installed by any Subcontractor.

4.8.5 District's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, if the Contractor shall, upon request of the District, Construction Manager or the Architect, fails or refuses, for any reason, to provide reasonably satisfactory written evidence of the placement of orders for materials and/or equipment necessary for completion of the Work, or should the District determine, in its sole and reasonable discretion, that any orders for materials and/or equipment have not been placed in a manner so that such materials and/or equipment will be delivered to the Site so the Work can be completed without delay or interruption, the District shall have the right, but not the obligation, to place such orders on behalf of the Contractor. If the District exercises the right to place orders for materials and/or equipment pursuant to the foregoing, the District's conduct shall not be deemed to be an exercise, by the District, of any control over the means, methods, techniques, sequences or procedures for completion of the Work, all of which remain the responsibility and obligation of the Contractor. Notwithstanding the right of the District to place orders for materials and/or equipment pursuant to the foregoing, the election of the District to exercise, or not to exercise, such right shall not relieve the Contractor from any of Contractor's obligations under the Contract Documents, including without limitation, completion of the Work within the Contract Time and for the Contract Price. If the District exercises the right

hereunder to place orders for materials and/or equipment on behalf of Contractor pursuant to the foregoing, Contractor shall reimburse the District for all costs and fees incurred by the District in placing such orders; such costs and fees may be deducted by the District from the Contract Price then or thereafter due the Contractor.

4.8.6 Contractor and Subcontractor Communication. All written communications between the Contractor and any Subcontractor, Material Supplier or others directly or indirectly engaged by the Contractor to perform or provide any portion of the Work shall be available to the District, the Construction Manager and the Architect for review, inspection and reproduction as may be requested from time to time. The foregoing is a material obligation of the Contractor hereunder.

4.9 Safety.

4.9.1 Safety Programs. The Contractor shall be solely responsible for initiating, maintaining and supervising all safety programs required by the Laws required by the type or nature of the Work. The foregoing include, without limitation: (i) workplace safety programs mandated by the Laws; and (ii) safety programs and safety measures required by the OSHA, including without limitation, compliance with the California Drug Free Workplace Act of 1990 (California Government Code §§8350 et seq.). Without limiting or relieving the Contractor of its obligations hereunder, the Contractor shall require that its Subcontractors similarly initiate and maintain all appropriate or required safety programs.

4.9.2 Contractor Safety Plan. Prior to commencement of Work at the Site, the Contractor shall submit to the District and the Construction Manager, if any, the Contractor's Safety Plan for the Work for review and acceptance by the District. Acceptance by the District is subject to the Safety Plan conforming to requirements of the Laws, conditions at or about the Site and the nature of the Work. The Contractor shall modify its Safety Plan as necessary to obtain the District's acceptance thereof. Notwithstanding the District's acceptance of the Contractor's Safety Plan, the Contractor shall remain solely responsible for implementing the Safety Plan and implementing measures as necessary to maintain safety of persons and property at and about the Site. The District's acceptance of the Contractor's Safety Plan shall not limit, restrict or otherwise modify the Contractor's obligations relating to safety at or about the Site in accordance with the Contract Documents and the Laws.

4.9.3 Safety Precautions. The Contractor shall be solely responsible for initiating and maintaining reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to: (i) employees on the Work and other persons who may be affected thereby; (ii) the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site, under care, custody or control of the Contractor or Subcontractors; and (iii) other property or items at the Site, or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement.

4.9.4 Safety Signs, Barricades. The Contractor shall erect and maintain, as required by existing conditions and conditions resulting from performance of the Contract, reasonable safeguards for safety and protection of property and persons, including, without limitation, posting danger signs and other warnings against hazards, barricades, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

4.9.5 Safety Notices. The Contractor shall give or post all safety notices required by the Laws and comply with the Laws bearing on safety of persons or property or their protection from damage, injury or loss.

4.9.6 Safety Coordinator. The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents and

the implementation and maintenance safety precautions and programs. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Construction Manager, Project Inspector and the Architect.

4.9.7 Site Conduct. The Contractor, Subcontractors, their respective personnel and others under their direction or control on or about the Site shall undertake and implement the following standards of personnel conduct at the Site. The following are in addition to, and not in lieu of, other requirements relating to conduct of personnel at or about the Site, whether set forth in the Contract Documents or arising by operation of law.

4.9.7.1 Clothing. Hard hats complying with CAL-OSHA Construction Safety Orders are required at all times. All personnel providing Work related labor must be attired in workpants, shirt and appropriate boots or closed-toe shoes. No sexual preference shall be permitted on any item of clothing or on hardhats. Personnel in violation of the preceding are subject to immediate removal from the Site.

4.9.7.2 Prohibited Substances. No alcohol, or the consumption or distribution thereof is permitted at any time at the Site or on District property. No smoking or the use, consumption or distribution of any tobacco products is permitted at any time at the Site or on District property. Personnel in violation of the preceding are subject to immediate removal from the Site.

4.9.7.3 Audio Devices. No personal radios, headsets, walkmen, CD, MD, MP3 or other personal audio/video devices of any kind, type or nature are permitted at any time at the Site. Personnel in violation of the preceding are subject to immediate removal from the Site.

4.9.7.4 Break-Time Clean-Up. The Contractor shall be responsible for clean-up of areas at the Site utilized by personnel for break-time or lunch functions. Cans, wrappers and other break/lunch related items shall be placed in appropriate trash receptacles and the break/lunch areas shall be maintained in a neat, clean and sanitary condition by the Contractor.

4.9.7.5 Guns/Knives. No guns or switchblades are permitted at the Site at any time. No knives with blades longer than two (2) inches are permitted at the Site at any time. Personnel in violation of the preceding are subject to immediate removal from the Site.

4.9.7.6 Non-English Speaking Personnel. The Contractor shall be responsible for providing non-English speaking personnel at the Site written materials translated into the native language(s) of such personnel relating to safety requirements at the Site and requirements of the OSHA. In lieu of written translations, the Contractor may provide an interpreter to verbally notify such personnel in their respective native languages.

4.9.7.7 Mandatory 6' Fall Protection. The Contractor's and Subcontractor's employees shall be protected from fall exposures of 6 feet or greater.

4.9.8 Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, to prevent threatened damage, injury or loss.

4.9.9 Hazardous Materials.

4.9.9.1 General. If the Contractor, any Subcontractor or anyone employed directly or indirectly by them shall use, at the Site, or incorporate into the Work, any material or substance deemed to be hazardous or toxic under any law, rule, ordinance, regulation or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with all Laws applicable thereto and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.9.9.2 Prohibition on Use of Asbestos Construction Building Materials ("ACBMs"). Notwithstanding any provision of the Drawings or the Specifications

to the contrary, it is the intent of the District that ACBMs not be used or incorporated into any portion of the Work. In the event that any portion of the Work depicted in the Drawings or the Specifications shall require materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Architect and the Project Inspector of the same so that an appropriate alternative can be made in a timely manner so as not to delay the progress of the Work. Contractor warrants to the District that there are no materials or products used or incorporated into the Work which contain ACBMs. Whether before or after completion of the Work, if it is discovered that any product or material forming a part of the Work or incorporated into the Work contains ACBMs, the Contractor shall at its sole cost and expense remove such product or material in accordance with any laws, rules, procedures and regulations applicable to the handling, removal and disposal of ACBMs and to replace such product or material with non-ACBM products or materials and to return the affected portion(s) of the Work to the finish condition depicted in the Drawings and Specifications relating to such portion(s) of the Work. Contractor's obligations under the preceding sentence shall survive the termination of the Contract, the warranty period provided under the Contract Documents, the Contractor's completion of the Work or the District's acceptance of the Work. If the Contractor fails or refuses, for any reason, to commence the removal and replacement of any material or product containing ACBMs forming a part of, or incorporated into the Work, within ten (10) days of the date of the District's written notice to the Contractor of the existence of ACBM materials or products in the Work, the District may thereafter proceed to cause the removal and replacement of such materials or products in any manner which the District determines to be reasonably necessary and appropriate; all costs, expenses and fees, including without limitation fees and costs of consultants and attorneys, incurred by the District in connection with such removal and replacement shall be the responsibility of the Contractor and the Surety.

4.9.9.3 Disposal of Hazardous Materials. Contractor shall be solely and exclusively responsible for the disposal of any Hazardous Materials on or about the Site. The Contractor's obligations hereunder shall include without limitation, the transportation and disposal of any Hazardous Materials in strict conformity with the Laws.

4.9.10 Temporary Sanitary Facilities. At all times during Work at the Site, the Contractor shall obtain and maintain temporary sanitary facilities in conformity with applicable law, rule or regulation. The Contractor shall maintain temporary sanitary facilities in a neat and clean manner with sufficient toilet room supplies. Personnel engaged in the Work are not permitted to use toilet facilities at or about the Site.

4.9.11 Noise and Dust Control

4.9.11.1 Noise Control. The Contractor shall install noise reducing devices on construction equipment. Contractor shall comply with the requirements of the city and county having jurisdiction with regard to noise ordinances governing construction sites and activities. Construction Equipment noise at the Site shall be limited and only as permitted by applicable law, rule or regulation. If classes are in session at any point during the progress of the Work, and, in the District's reasonable discretion, the noise from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal college hours or make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.9.11.2 Dust Control. The Contractor shall be fully and solely responsible for maintaining and upkeeping all areas of the Site and adjoining areas, outdoors and indoors, free from flying debris, grinding powder, sawdust, dirt and dust as well as any other product, product waste or work waste, that by becoming airborne may cause respiratory inconveniences to persons, particularly to students and District personnel. Additionally, the Contractor shall take specific care to avoid deposits of airborne dust or airborne elements. Such protection devices, systems or methods shall be in accordance with the Laws, including, without limitation, the EPA, OSHA and Cal-OSHA,. Additionally, the Contractor shall be the sole party responsible to regularly and routinely clean up and remove any and all deposits of dust and other elements. Damage and/or any liability derived from the Contractor's failure to comply with these requirements shall be exclusively at the cost of the Contractor, including, without limitation, any and all penalties that may be incurred for violations of applicable law, rule or regulation, and any amounts expended by the District to pay such damages shall be due and payable to the District on demand. Contractor shall replace any damaged property or part thereof and professionally clean any and all items that become covered or partially covered to any degree by dust or other airborne elements. If classes are in session at any point during the progress of Work, and, in the District's reasonable discretion, flying debris, grinding powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the college, at the District's request, the Contractor shall schedule the performance of all such Work around normal school hours and make other arrangements so that the Work does not cause such disruption or disturbance. In no event shall such arrangements result in adjustment of the Contract Price or the Contract Time.

4.9.11.3 Air Pollution. The Contractor shall comply with all applicable air pollution control rules, regulations, ordinances, or statutes. Neither the Contract Time nor the Contract Price shall be subject to adjustment for measures of the Contractor to comply with air pollution control requirements. The Contractor shall be solely responsible for implementing measures required by any governmental or quasi-governmental agency with jurisdiction and/or authority to enforce air pollution control measures without adjustment of the Contract Time or the Contract Price. If in performance of the Work, the Contractor violates applicable air pollution control requirements, the Contractor shall be solely responsible for discharging and satisfying any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures. The scope of the Contractor's indemnity obligations under the Contract Documents shall include, without limitation, the defense, indemnity and hold harmless of the Indemnified Parties from any fine, penalty or remedial measure imposed by a governmental or quasi-governmental agency with authority or jurisdiction to enforce air pollution control measures as a result of the Contractor's failure or refusal to comply with its obligations hereunder.

4.9.11.4 Contractor Failure to Comply. If the Contractor fails to comply with the requirements for dust control, noise control, or any other maintenance or clean up requirement of the Contract Documents, the District, Architect, District Inspector or Construction Manager are each authorized to notify the Contractor in writing of such failure and the Contractor shall take immediate action. Should the Contractor fail to respond with immediate and responsive action and not later than twenty-four (24) hours from such notification, the District shall have the absolute right to proceed as it may deem necessary to remedy such matter. Any

and all costs incurred by the District in connection with such actions shall be the sole responsibility of, and be borne by, the Contractor; the District may deduct such amounts from the Contract Price then or thereafter due the Contractor.

4.10 Maintenance of Documents.

4.10.1 Documents at Site. The Contractor shall maintain at the Site: (i) one record copy of the Drawings, Specifications and all addenda thereto; (ii) Change Orders approved by the District and all other modifications to the Contract Documents; (iii) Submittals reviewed by the Architect; (iv) Record Drawings; (v) Material Safety Data Sheets ("MSDS") accompanying any materials, equipment or products delivered or stored at the Site or incorporated into the Work; and (vi) all building and other codes or regulations applicable to the Work, including without limitation, Title 24, Part 2 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available to the District, the Construction Manager, the Architect, the Project Inspector and DSA for review, inspection or reproduction. Upon completion of the Work, all documents maintained at the Site by the Contractor pursuant to the foregoing shall be assembled and transmitted to the Architect for delivery to the District.

4.10.2 Maintenance of Record Drawings. During its performance of the Work, the Contractor shall maintain Record Drawings consisting of a set of the Drawings which are marked to indicate all field changes made to adapt the Work depicted in the Drawings to field conditions, changes resulting from Change Orders and all concealed or buried installations, including without limitation, piping, conduit and utility services. All buried or concealed items of Work shall be completely and accurately marked and located on the Record Drawings. The Record Drawings shall be clean and all changes, corrections and dimensions shall be marked in a neat and legible manner in a contrasting color. Record Drawings relating to the Structural, Mechanical, Electrical and Plumbing portions of the Work shall indicate without limitation, circuiting, wiring sizes, equipment/member sizing and shall depict the entirety of the as built conditions of such portions of the Work. The Record Drawings shall be continuously maintained by the Contractor during the performance of the Work. At any time during the Contractor's performance of the Work, upon the request of the District, the Project Inspector or the Architect, the Contractor shall make the Record Drawings maintained hereunder available for the District's review and inspection. The District's review and inspection of the Record Drawings during the Contractor's performance of the Work shall be only for the purpose of generally verifying that Contractor is continuously maintaining the Record Drawings in a complete and accurate manner; any such inspection or review shall not be deemed to be the District's approval or verification of the completeness or accuracy thereof. The failure or refusal of the Contractor to continuously maintain complete and accurate Record Drawings or to make available the Record Drawings for inspection and review by the District may be deemed by the District to be Contractor's default of a material obligation hereunder. Without waiving, restricting or limiting any other right or remedy of the District for the Contractor's failure or refusal to continuously maintain the Record Drawings, the District may, upon reasonably determining that the Contractor has not, or is not, continuously maintaining the Record Drawings in a complete and accurate manner, take appropriate action to cause the continuous maintenance of complete and accurate Record Drawings, in which event all fees and costs incurred or associated with such action shall be charged to the Contractor and the District may deduct the amount of such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In accordance with Article 8.4.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Architect.

4.10.3 Daily Reports By Contractor. At the end of each work day, the Contractor shall

submit a daily report to the Construction Manager and the Project Inspector for document control listing all labor, materials, and equipment involved with the Work for that day, including but not limited to: (i) Labor, number of classifications of work by contractor/subcontractors, (ii) Materials used, by contractor/subcontractor, (iii) Equipment used, by contractor/subcontractors, (iv) Any inspections or testing performed, (v) Any other authorized services or expenditures.

4.11 Site.

4.11.1 Contractor Use of Site. The Contractor shall confine operations at the Site to areas permitted by the Laws or permits relating to the Work, subject to any restrictions or limitations set forth in the Contract Documents. The Contractor shall not unreasonably encumber the Site or adjoining areas with materials or equipment. The Contractor is solely responsible for providing security at the Site with all such costs included in the Contract Price. The District shall at all times have access to the Site.

4.11.2 Limitations Upon Site Activities. Except in the circumstances of an emergency, no construction activities shall be permitted at or about the Site except during the District's hours and days set forth in the Special Conditions. Work performed outside of the hours and days noted in the Special Conditions will not result in adjustment of the Contract Time or the Contract Price; unless Work outside of the hours and days noted in the Special Conditions is expressly authorized by the District. Additional or premium costs incurred by the District for Work performed outside the hours and days of Work permitted at the Site shall be borne solely and exclusively by the Contractor. The District may deduct such additional or premium costs from the Contract Price then or thereafter due the Contractor.

4.12 Clean-Up. The Contractor shall at all times keep the Site and all adjoining areas free from the accumulation of any waste material or rubbish caused or generated by performance of the Work. Without limiting the generality of the foregoing, Contractor shall maintain the Site in a "rake-clean" standard on a daily basis. If the Work includes painting and/or the installation of floor covering, before any painting operations or the installation of any flooring covering, the area and adjoining areas of the Site where paint is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, Contractor shall remove from the Site all rubbish, waste materials, excess excavated materials, tools, Construction Equipment, machinery, surplus materials and any other items which are not the property of the District under the Contract Documents. Upon completion of the Work, the Site and all adjoining areas shall be left by the Contractor in a neat and broom clean condition satisfactory to District. The Project Inspector or Construction Manager shall be authorized to direct the Contractor's clean-up obligations hereunder. If the Contractor fails to clean up as provided for in the Contract Documents, the District may do so, and all costs incurred in connection therewith shall be charged to the Contractor; the District may deduct such costs from any portion of the Contract Price then or thereafter due the Contractor.

4.13 Access to the Work. The Contractor shall provide DSA, the District, the Construction Manager, the Project Inspector and the Architect access to the Work, whether in place, preparation and progress and wherever located.

4.14 Facilities and Information for the Project Inspector.

4.14.1 Information to Project Inspector. The Contractor shall furnish the Project Inspector access to the Work for obtaining such information as may be necessary to keep the Project Inspector fully informed respecting the progress, quality and character of the Work and materials, equipment or other items incorporated therein.

4.14.2 Facilities for Project Inspector. Facilities, services or other items to be provided

by the Contractor for use by the Project Inspector, if any, shall be as set forth in the Special Conditions. If any such facilities, services or other items are designated in the Special Conditions and the Contractor fails or refuses to provide the same, the District may furnish such facilities, services or other items, with the costs, fees or expenses incurred to furnish the same being deducted from the Contract Price.

4.15 Patents and Royalties. The Contractor and the Surety shall defend, indemnify and hold harmless the District and its agents, employees and officers from any claim, demand or legal proceeding arising out of or pertaining, in any manner, to any actual or claimed infringement of patent rights in connection with performance of the Work.

4.16 Cutting and Patching. The Contractor is responsible for cutting, fitting or patching required to complete the Work or to make the component parts thereof fit together properly. The Contractor shall not damage or endanger any portion of the Work, or the fully or partially completed construction of the District or separate contractors by cutting, patching, excavation or other alteration. The Contractor shall not cut, patch or otherwise alter the construction by the District or separate contractor without the prior written consent of the District or separate contractor thereto, which consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold consent to the request of the District or separate contractor to cut, patch or otherwise alter the Work.

4.17 Encountering of Hazardous Materials. If the Contractor encounters Hazardous Materials at the Site which have not been rendered harmless or for which there is no provision in the Contract Documents for containment, removal, abatement or handling of such Hazardous Materials, the Contractor shall immediately stop the Work in the affected area, but shall diligently proceed with the Work in all other unaffected areas. Upon encountering such Hazardous Materials, the Contractor shall immediately notify the Project Inspector and the Architect, in writing, of such condition. The Contractor shall proceed with the Work in such affected area only after such Hazardous Materials have been rendered harmless, contained, removed or abated. If such Hazardous Materials are encountered, the Contractor shall be entitled to an adjustment of the Contract Time to the extent that the Work is stopped and Substantial Completion of the Work is affected thereby. In no event shall there be an adjustment to the Contract Price solely on account of the Contractor encountering such Hazardous Materials.

4.18 Wage Rates; Employment of Labor.

4.18.1 Prevailing Wage Rates.

4.18.1.1 Prevailing Wage Rate Schedules. Pursuant to the provisions of Division 2, Part 7, Chapter 1, Article 2 of the California Labor Code at §§1770 et seq., the District has obtained from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the prevailing rate for holiday and overtime work in the locality in which the Work is to be performed. Holidays shall be as defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed under the Contract. Per diem wages include employer payments for health and welfare, pensions, vacation, travel time and subsistence pay as provided in California Labor Code §1773.8, apprenticeship or other training programs authorized by California Labor Code §3093, and similar purposes when the term "per diem wages" is used herein. Holiday and overtime work, when permitted by law, shall be paid for at the rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. The Contractor shall post, at appropriate and conspicuous locations on the Site, a schedule showing all determined general prevailing wage rates.

4.18.1.2 Payment of Prevailing Rates. There shall be paid each worker of the Contractor and Subcontractors, of any tier, engaged in the Work, not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor, of any tier, and such worker. The Contractor is solely responsible for obtaining and complying with prevailing wage rate determinations and modifications thereto during performance of the Work. Any such modification shall not result in an adjustment to Contract Price.

4.18.1.3 Prevailing Rate Penalty. The Contractor shall, as a penalty, forfeit not more than Two Hundred Dollars ($200.00) to the District for each calendar day or portion thereof, for each worker paid less than the prevailing rates for such work or craft in which such worker is employed for the Work by the Contractor or by any Subcontractor, of any tier, in connection with the Work. The amount of the penalty for failure to pay applicable prevailing wage rates shall be determined and assessed in accordance with the standards established pursuant to Labor Code §1775(a)(2). The amount of the penalty shall be determined based on consideration of both of the following: (i) whether the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the Contractor or Subcontractor; and (ii) whether the Contractor or Subcontractor has a prior record of failing to meet its prevailing wage obligations. The penalty may not be less than forty dollars ($40) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, unless the failure of the Contractor or Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, the error was promptly and voluntarily corrected when brought to the attention of the contractor or subcontractor. The penalty may not be less than eighty dollars ($80) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Contractor or Subcontractor has been assessed penalties within the previous three years for failing to meet its prevailing wage obligations on a separate contract, unless those penalties were subsequently withdrawn or overturned. The penalty may not be less than one hundred twenty dollars ($120) for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate, if the Labor Commissioner determines that the violation was willful, as defined in subdivision (c) of Section 1777.1. When the penalty amount due hereunder is collected from the Contractor or Subcontractor, any outstanding wage claim under Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 against that Contractor or Subcontractor shall be satisfied before applying that amount to the penalty imposed on that Contractor or Subcontractor hereunder. The difference between prevailing wage rates and the amount paid to each worker each calendar day, or portion thereof, for which each worker paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

4.18.1.4 Prevailing Wage Rate Monitoring and Enforcement. During the Work and pursuant to Labor Code §1771.4(a)(4), the Department of Industrial Relations shall monitor and enforce the obligation of the Contractor and Subcontractors of every tier to pay laborers performing any portion of the Work the Prevailing Wage Rate established for the classification of work/labor performed.

4.18.2 Payroll Records.

4.18.2.1 Certified Payroll Records. Pursuant to California Labor Code §1776, the Contractor and each Subcontractor, of any tier, shall keep an accurate payroll record, 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 person employed for the Work.

4.18.2.2 Certified Payroll Records Submittal to Labor Commissioner. The Contractor and all Subcontractors shall prepare and submit Certified Payroll Records to the Labor Commissioner in compliance with requirements established in Labor Code §1771.4. The form and content of Certified Payroll Records shall be as established by the Labor Commissioner and the frequency of Certified Payroll Records submittal to the Labor Commissioner shall be pursuant to Labor Code §1771.4.

4.18.2.3 Inspection and Copies of Certified Payroll Records. The payroll records shall be certified and available for inspection at all reasonable hours at the principal office of the Contractor on the following basis: (i) a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request; (ii) a certified copy of all payroll records shall be made available for inspection or furnished upon request to the District, the Division of Labor Standards Enforcement ("DLSE") and the Division of Apprenticeship Standards of the Department of Industrial Relations ("Apprenticeship Council"); (iii) a certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the District, DLSE and the Apprenticeship Council. If the requested payroll records have not been provided, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Contractor, Subcontractors and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Contractor; (iv) the Contractor shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; (v) any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the District, the Apprenticeship Council or DLSE 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 the Contractor or any Subcontractor, of any tier, performing a part of the Work shall not be marked or obliterated. The Contractor shall inform the District of the location of payroll records, including the street address, city and county and shall, within five (5) business days, provide a notice of a change or location and address. In the event of noncompliance with the foregoing requirements, the Contractor shall have ten (10) days in which to comply, subsequent to receipt of written notice specifying in what respects the Contractor must comply herewith. Should noncompliance still be evident after such ten (10) day period, the Contractor shall, as a penalty to the District, forfeit One Hundred Dollars ($100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Apprenticeship Council or DLSE, such penalties shall be withheld from any portion of the Contract Price then or thereafter due the Contractor. The Contractor is solely responsible for compliance with the foregoing provisions.

4.18.3 Hours of Work.

4.18.3.1 Limits on Hours of Work. Pursuant to California Labor Code §1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code §1811, the time of service of any worker employed at any time by the Contractor or by a Subcontractor, of any tier, upon the Work or upon any part of the Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as hereafter

provided. Notwithstanding the foregoing provisions, Work performed by employees of Contractor or any Subcontractor, of any tier, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

4.18.3.2 Penalty for Excess Hours. The Contractor shall pay to the District a penalty of Twenty-five Dollars ($25.00) for each worker employed on the Work by the Contractor or any Subcontractor, of any tier, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Contractor is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

4.18.3.3 Contractor Responsibility. Any Work performed by workers necessary to be performed after regular working hours or on Saturdays, Sundays or other holidays shall be performed without adjustment to the Contract Price or any other additional expense to the District. The Contractor shall be responsible for costs incurred by the District which arise out of Work performed by the Contractor at times other than regular working hours and regular business days. Upon determination of such costs, the District may deduct such costs from the Contract Price then or thereafter due the Contractor.

4.18.4 Apprentices.

4.18.4.1 Employment of Apprentices. Any apprentices employed to perform any of the Work shall be paid the standard wage paid to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code §3077 who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code §§3070 et seq. are eligible to be employed for the Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

4.18.4.2 Apprenticeship Certificate. When the Contractor or any Subcontractor, of any tier, in performing any of the Work employs workers in any Apprenticeable Craft or Trade, the Contractor and such Subcontractor shall apply to the Joint Apprenticeship Committee administering the apprenticeship standards of the craft or trade in the area of the site of the Work for a certificate approving the Contractor or such Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected, provided, however, that the approval as established by the Joint Apprenticeship Committee or Committees shall be subject to the approval of the Administrator of Apprenticeship. The Joint Apprenticeship Committee or Committees, subsequent to approving the Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or such Subcontractor in order to comply with California Labor Code §1777.5. Prior to the commencement of the Work, the Contractor and Subcontractors shall submit contract award information (on Form DAS-140) to the applicable Joint Apprenticeship Committee which shall include an estimate of journeyman hours to be performed under the Contract, the number of apprentices to be employed, and the approximate dates the apprentices will be employed. Concurrently with submission of contract information on Form DAS-140 to the Apprenticeship Council, the Contractor shall deliver a copy of its completed DAS-140 to the District and the Construction

Manager. There shall be an affirmative duty upon the Joint Apprenticeship Committee or Committees, administering the apprenticeship standards of the crafts or trades in the area of the site of the Work, to ensure equal employment and affirmative action and apprenticeship for women and minorities. Contractors or Subcontractors shall not be required to submit individual applications for approval to local Joint Apprenticeship Committees provided they are already covered by the local apprenticeship standards.

4.18.4.3 Ratio of Apprentices to Journeymen. The ratio of Work performed by apprentices to journeymen, who shall be employed in the Work, may be the ratio stipulated in the apprenticeship standards under which the Joint Apprenticeship Committee operates, but in no case shall the ratio be less than one hour of apprentice work for each five hours of labor performed by a journeyman, except as otherwise provided in California Labor Code §1777.5. The minimum ratio for the land surveyor classification shall not be less than one apprentice for each five journeymen. Any ratio shall apply during any day or portion of a day when any journeyman, or the higher standard stipulated by the Joint Apprenticeship Committee, is employed at the site of the Work and shall be computed on the basis of the hours worked during the day by journeymen so employed, except for the land surveyor classification. The Contractor shall employ apprentices for the number of hours computed as above before the completion of the Work. The Contractor shall, however, endeavor, to the greatest extent possible, to employ apprentices during the same time period that the journeymen in the same craft or trade are employed at the site of the Work. Where an hourly apprenticeship ratio is not feasible for a particular craft or trade, the Division of Apprenticeship Standards, upon application of a Joint Apprenticeship Committee, may order a minimum ratio of not less than one apprentice for each five journeymen in a craft or trade classification. The Contractor or any Subcontractor covered by this Article and California Labor Code §1777.5, upon the issuance of the approval certificate, or if it has been previously approved in such craft or trade, shall employ the number of apprentices or the ratio of apprentices to journeymen stipulated in the apprenticeship standards. Upon proper showing by the Contractor that it employs apprentices in such craft or trade in the State of California on all of its contracts on an annual average of not less than one apprentice to each five journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 ratio as set forth in this Article and California Labor Code §1777.5. This Article shall not apply to contracts of general contractors, or to contracts of specialty contractors not bidding for work through a general or prime contractor, involving less than Thirty Thousand Dollars ($30,000.00) or twenty (20) business days. The term "Apprenticeable Craft or Trade," as used herein shall mean a craft or trade determined as an Apprenticeable occupation in accordance with rules and regulations prescribed by the Apprenticeship Council.

4.18.4.4 Exemption From Ratios. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions are met: (i) unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%) or; (ii) the number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen, or; (iii) the Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis, or; (iv) if assignment of an apprentice to any Work performed

under the Contract Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

4.18.4.5 Contributions to Trust Funds. The Contractor or any Subcontractor, of any tier, who, performs any of the Work by employment of journeymen or apprentices in any Apprenticeable Craft or Trade and who is not contributing to a fund or funds to administer and conduct the apprenticeship program in any such craft or trade in the area of the site of the Work, to which fund or funds other contractors in the area of the site of the Work are contributing, shall contribute to the fund or funds in each craft or trade in which it employs journeymen or apprentices in the same amount or upon the same basis and in the same manner as the other contractors do, but where the trust fund administrators are unable to accept such funds, contractors not signatory to the trust agreement shall, using California Apprenticeship Council Training Fund Contributions Form CAC-2, pay a like amount to the California Apprenticeship Council. The Division of Labor Standards Enforcement is authorized to enforce the payment of such contributions to such fund(s) as set forth in California Labor Code §227. Such contributions shall not result in an increase in the Contract Price.

4.18.4.6 Contractor's Compliance. The responsibility of compliance with this Article for all Apprenticeable Trades or Crafts is solely and exclusively that of the Contractor. All decisions of the Joint Apprenticeship Committee(s) under this Article are subject to the provisions of California Labor Code §3081. If the Contractor willfully fails to comply with the provisions of this Article and California Labor Code §1777.5, pursuant to California Labor Code §1777.7, the Contractor shall: (i) be denied the right to bid on any public works contract for a period of one (1) year from the date the determination of non-compliance is made by the Administrator of Apprenticeship; and (ii) forfeit, as a civil penalty, Fifty Dollars ($50.00) for each calendar day of noncompliance. Notwithstanding the provisions of California Labor Code §1727, upon receipt of such determination, the District shall withhold such amount from the Contract Price then due or to become due. Any such determination shall be issued after a full investigation, a fair and impartial hearing, and reasonable notice thereof in accordance with reasonable rules and procedures prescribed by the California Apprenticeship Council. Any funds withheld by the District pursuant to this Article shall be deposited in the General Fund or other similar fund of the District. The interpretation and enforcement of California Labor Code §§1777.5 and 1777.7 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

4.18.5 Employment of Independent Contractors. Pursuant to California Labor Code §1021.5, Contractor shall not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractors' license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. If the Contractor employs any person in violation of the foregoing, Contractor shall be subject

to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, Contractor's violation of this Article 4.18.5 or the provisions of California Labor Code §1021.5 shall be deemed an event of Contractor's default under Article 15.1 of these General Conditions. The Contractor shall require any Subcontractor or Sub-Subcontractor performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

4.19 Assignment of Antitrust Claims. Pursuant to California Government Code §4551, the Contractor and its Subcontractor(s), of any tier, hereby offers and agrees to assign to the District all rights, title and interest in and to all causes of action they may have under Section 4 of the Clayton Act, (15 U.S.C. §15) or under the Cartwright Act (California Business and Professions Code §§16700 et seq.), arising from purchases of goods, services or materials hereunder or any Subcontract. This assignment shall be made and become effective at the time the District tenders Final Payment to the Contractor, without further acknowledgment by the parties. If the District receives, either through judgment or settlement, a monetary recovery in connection with a cause of action assigned under California Government Code §§4550 et seq., the assignor thereof shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the District any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the District as part of the Contract Price, less the expenses incurred by the District in obtaining that portion of the recovery. Upon demand in writing by the assignor, the District shall, within one year from such demand, reassign the cause of action assigned pursuant to this Article if the assignor has been or may have been injured by the violation of law for which the cause of action arose: and (i) the District has not been injured thereby; or (ii) the District declines to file a court action for the cause of action.

4.20 DSA Construction Oversight. All of the Work is subject to DSA Construction Oversight processes and procedures; a material obligation of the Contractor hereunder is the Contractor's compliance with the processes and procedures established by DSA for the Work. As applicable, the foregoing shall include without limitation, the processes and procedures established under DSA PR 13-01 in effect at the time of performing the Work hereunder. The foregoing shall include:

4.20.1 DSA Approved Documents. The Contractor shall carefully study the DSA approved documents and shall plan a schedule of operations well ahead of time.

4.20.2 Correction of Non-Conforming Work. If at any time it is discovered that Work is not in accordance with the DSA approved construction documents, the Contractor shall correct the Work immediately.

4.20.3 Verification of DSA 152 Forms. The Contractor shall verify that DSA 152 forms were issued for prior to the commencement of construction.

4.20.4 Test/Inspection Communications. The Contractor shall meet with the Architect, Construction Manager, the Laboratory of Record retained by the District for special tests/inspections and the Project Inspector to mutually communicate and understand the testing and inspection program, and the methods of communication appropriate for the Work.

4.20.5 DSA Form 156 Notifications to Project Inspector. The Contractor shall notify the 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 Commencement/Completion of Work Notification (form DSA 156), or other agreed upon written documents, to the Project Inspector. The Contractor shall notify the Project Inspector of the completion of construction of each and every aspect of the Work by submitting form DSA 156 (or other agreed upon written documents) to the Project

Inspector.

4.20.6 Limitations on Contractor Work. Until the Project Inspector has signed off applicable blocks and sections of the form DSA 152, the Contractor may be prohibited from proceeding with subsequent construction activities that cover up the unapproved Work. Any subsequent construction activities, that cover up the unapproved Work, will be subject to a "Stop Work Order" from DSA or the District, and are subject to removal and remediation if found to be in non-compliance with the DSA approved construction documents.

4.20.7 Final Verified Report. The Contractor shall submit the final Contractor Verified Report. (form DSA 6-C) to DSA and the Project Inspector. The DSA 6-C reports are required to be submitted by the Contractor upon occurrence of any of the following events: (i) the Work is substantially complete (DSA considers the Work to be complete when the construction is sufficiently complete in accordance with the DSA approved construction documents so that the owner can occupy or utilize the Work); (ii) Work is suspended for a period of more than one (1) month; (iii) services of the Contractor are terminated for any reason prior to the completion of the Work; or (iv) DSA requests a verified report.

4.20.8 Failure to Submit Final Verified Report. Should Contractor fail or refuse to submit the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector, the Final Payment due the Contractor shall be reduced by Twenty-Five Thousand Dollars ($25,000.00) until such time as the Contractor submits the final Contractor Verified Report (form DSA 6-C) to DSA and the Project Inspector.

4.21 DSA Verified Reports

4.21.1 Contractor Actions. The Contractor acknowledges and agrees that a material obligation of the Contractor under the Contract Documents is the completion by the Contractor of all actions and activities which by the Contract Documents or by the Laws are the responsibility of the Contractor relating to DSA reporting requirements pursuant to Education Code §81141 (including amendments thereto) and issuance of DSA's Certificate of Compliance for the Project pursuant to Education Code §81147 (including amendments thereto) upon completion of the Work. The foregoing shall include without limitation, the timely preparation, completion and filing of Verified Reports during Project construction and the filing of the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion. The Contractor shall provide the District, the Project Inspector, Architect, Construction Manager with copies of all Verified Reports completed by the Contractor and submitted to DSA; such copies shall be provided to the Project Inspector, Architect, the Construction Manager and the District concurrently with the Contractor's submission thereof to DSA.

4.21.2 District Withholdings From Final Payment. Notwithstanding any provision of the Contract Documents to the contrary, the completion and filing of the Final Verified Report with DSA by the Contractor is an express condition precedent to the District's disbursement of the Final Payment. If the Contractor fails to prepare and file the Final Verified Report with DSA within thirty (30) days of the determination of Final Completion, the District may in the sole and exclusive discretion of the District retain and withhold ten percent (10%) of the Final Payment from disbursement to the Contractor as damages for the failure of the Contractor to have timely and completely discharged its obligations hereunder. The Contractor acknowledges and agrees that the foregoing withholdings by the District is a reasonable estimate of the damages and other losses the District will sustain due to the failure of the Contractor to have timely and fully discharged its obligations hereunder.

4.22 Employee Fingerprinting; Contractor's Compliance With Education Code §§ 45125.1 and 45125.2

4.22.1 General; School Session Requirements. The Contractor acknowledges that the safety of students on or about the Site is of paramount importance and that Contractor's compliance with these provisions is a material obligation of the Contractor under the Contract Documents. To ensure the safety of students on or about the Site, the Contractor agrees that if at any time during performance of any Work at or about the Site occurs when classes are in session at the Site or during school related functions at the Site, no personnel of the Contractor, Subcontractor, Material Supplier or others performing or providing any portion of the Work of the Contract Documents will be permitted access to the Site unless such personnel are specifically identified in Exhibit A to a Fingerprint Certification. Any personnel at the Site who is not identified in Exhibit A to a Fingerprint Certification will be immediately removed from the Site and will not be permitted access until a Fingerprint Certification is submitted to the District identifying such personnel in Exhibit A thereto. Neither the Contract Time nor the Contract Price shall be adjusted on account of the removal of any personnel from the Site pursuant to the foregoing.

4.22.2 Non-School Session. If at any time during performance of Work at or about the Site which when classes are not in session at the Site or when there are no other school related functions at the Site, personnel of the Contractor, Subcontractors, Material Suppliers or others performing or providing any portion of the Work will be permitted access to the Site without such personnel being specifically identified in Exhibit A to a Fingerprint Certification. The foregoing notwithstanding, during such times, the Contractor shall comply with the provisions of Education Code §42125.2 by either: (a) erecting physical barriers to limit contact with students or (b) continual supervision and monitoring of personnel at the Site by a employee of the Contractor who has been verified by the California Department of Justice as not having been convicted of a violent or serious felony. If the Contractor elects the procedure under (b) in the preceding sentence, the Contractor shall submit a Fingerprint Certification attesting to the Department of Justice verification that such employee has not been convicted of a violent or serious felony and has no felony proceedings pending against her/him. The provisions of Education Code §45125.2 notwithstanding, there will be no surveillance of the personnel of the Contractor, Subcontractors, Material Suppliers or others performing or providing Work at the Site by the personnel of the District, Architect, Construction Manager, or the Inspector.

4.22.3 District Required Identification. In addition to compliance with the foregoing, if the District requires the issuance of identification badges or other means of identification, no person will be permitted access to the Site until the District has issued such person an identification badge or other means of identification. Notwithstanding compliance with the foregoing requirements, if the District requires that identification badges be issued and worn at the Site, any person providing or performing Work at the Site who has not been issued or who is not wearing his/her identification badge will be immediately removed from the Site; such person will not be permitted access to the Site until the District has issued such person an identification badge and/or such person wears her/her identification badge issued by the District. The removal of any personnel from the Site under the foregoing provisions shall not result in adjustment of the Contract Price or the Contract Time.

ARTICLE 5: SUBCONTRACTORS

5.1 Subcontracts. Any Work performed for the Contractor by a Subcontractor shall be pursuant to a written agreement between the Contractor and such Subcontractor which

specifically incorporates by reference the Contract Documents and which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents, including without limitation, the policies of insurance required under Article 6 of these General Conditions and obligates the Subcontractor to assume toward the Contractor all the obligations and responsibilities of the Contractor which by the Contract Documents the Contractor assumes toward the District and the Architect. The foregoing notwithstanding, no contractual relationship shall exist, or be deemed to exist, between any Subcontractor and the District, unless the Contract is terminated and District, in writing, elects to assume the Subcontract. Each Subcontract for a portion of the Work shall provide that such Subcontract may be assigned to the District if the Contract is terminated by the District pursuant to Article 15 hereof, subject to the prior rights of the Surety if the District terminates the Contract for the Contractor's default. The Contractor shall provide to the District copies of all executed Subcontracts and Purchase Orders to which Contractor is a party within thirty (30) days after Contractor's execution of the Agreement. During performance of the Work, the Contractor shall, from time to time, as and when requested by the District, the Architect or the Construction Manager provide the District with copies of any and all Subcontracts or Purchase Orders relating to the Work and all modifications thereto. The Contractor's failure or refusal, for any reason, to provide copies of such Subcontracts or Purchase Orders in accordance with the two preceding sentences is Contractor's default of a material term of the Contract Documents.

5.2 Subcontractor DIR Contractor Registration.

5.2.1 No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a Subcontractor unless the Subcontractor is a DIR Registered contractor. The foregoing DIR contractor registration requirement is applicable for all Subcontractors, including without limitation, lower tier Subcontractors and Subcontractors who are not identified in the Contractor's Subcontractors List.

5.2.2 Contractor Obligation to Verify Subcontractor DIR Registration Status. An affirmative and on-going obligation of the Contractor under the Contract Documents is the Contractor's verification that all Subcontractors are at all times during performance of the Work in full and strict compliance with DIR contractor registration requirements. The Contractor shall not permit or allow any Subcontractor to perform any Work without the Contractor's verification that the Subcontractor is in full and strict compliance with DIR contractor registration requirements.

5.2.3 Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If any Subcontractor identified in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work is not a DIR registered contractor at the time of opening of proposals for the Work or if a Subcontractor's DIR contractor registration lapses prior to or during a Subcontractor's performance of Work, the Contractor shall request the District's consent to substitute the Subcontractor who is not a DIR registered contractor pursuant to Labor Code §1771.1(c)(3) and/or Labor Code §1771.1(d).

5.3 Substitution of Listed Subcontractor.

5.3.1 Substitution Process. Request of the Contractor to substitute a listed Subcontractor will be considered only if in strict conformity with this Article 5.3 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Construction Manager or attorney's fees in the review and evaluation of a request to substitute a listed Subcontractor shall be borne by the Contractor; such costs may be deducted by the District from the Contract Price then or thereafter due the Contractor.

5.3.2 Responsibilities of Contractor Upon Substitution of Subcontractor. The District's consent to Contractor's substitution of a listed Subcontractor shall not relieve Contractor

from its obligation to complete the Work within the Contract Time and for the Contract Price. The substitution of a listed Subcontractor shall not, under any circumstance, result in, or give rise to any to any increase of the Contract Price or the Contract Time on account of such substitution. If the District consents to substitution of a listed Subcontractor, the Architect shall determine the extent to which, if any, revised or additional Submittals will be required of the newly substituted Subcontractor ("Substituted Subcontractor"). If the Architect determines that revised or additional Submittals are required of a Substituted Subcontractor, the Architect shall promptly notify the Contractor, in writing, of such requirement. In such event, revised or additional Submittals shall be submitted to Architect not later than thirty (30) days following the date of the Architect's written notice to the Contractor pursuant to the foregoing sentence; provided that if in the reasonable and good faith judgment of the Architect, the progress of the Work or completion of the Work requires submission of additional or revised Submittals by a Substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. If the revised or additional Submittals are not submitted by Contractor within thirty (30) days, or such earlier time as determined by the Architect pursuant to the preceding sentence, following the Architect's written notice of the requirement for revised or additional Submittals, Contractor shall be subject to the per diem assessments for late Submittals as set forth in Article 4.7.2.1 of these General Conditions. Any revised or additional Submittals required pursuant to this Article 5.3.2 shall conform to the requirements of Article 4.7 of these General Conditions. Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Architect, the District's administrative costs and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.3.2; the District may deduct such fees and costs from any portion of the Contract Price then or thereafter due the Contractor. In the event that additional or revised Submittals are required pursuant to this Article 5.3.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.4 Subcontractors' Work. Whenever the Work of a Subcontractor is dependent upon the Work of the Contractor or another Subcontractor, the Contractor shall require the Subcontractor to: (i) coordinate its Work with the dependent Work; (ii) provide necessary dependent data and requirements; (iii) supply and/or install items to build into the dependent Work of others; (iv) make appropriate provisions for dependent Work of others; (v) carefully examine and understand the portions of the Contract Documents (including Drawings, Specifications and Field Clarifications) and Submittals relating to the dependent Work; and (vi) examine the existing dependent Work and verify that the dependent Work is in proper condition for the Subcontractor's Work. If the dependent Work is not in a proper condition, the Subcontractor shall notify the Contractor in writing and not proceed with the Subcontractor's Work until the dependent Work has been corrected or replaced and is in a proper condition for the Subcontractor's Work.

ARTICLE 6: INSURANCE; INDEMNITY; BONDS

6.1 Workers' Compensation Insurance; Employer's Liability Insurance. The Contractor shall purchase and maintain Workers' Compensation Insurance as will protect the Contractor from claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor shall purchase and maintain Employer's Liability Insurance covering bodily injury (including death) by accident or disease to any employee which arises out of the employee's employment by Contractor. The Employer's Liability Insurance required of Contractor hereunder may be obtained by Contractor as a

separate policy of insurance or as an additional coverage under the Workers' Compensation Insurance required to be obtained and maintained by Contractor hereunder. The limits of liability for the Employer's Liability Insurance required hereunder shall be as set forth in the Special Conditions.

6.2 Commercial General Liability and Property Insurance. The Contractor shall purchase and maintain Commercial General Liability and Property Insurance covering the types of claims set forth below which may arise out of or result from Contractor's operations under the Contract Documents and for which the Contractor may be legally responsible: (i) claims for damages because of bodily injury, sickness or disease or death of any person other than the Contractor's employees; (ii) claims for damages insured by usual personal injury liability coverage which are sustained (a) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (b) by another person; (iii) claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom; (iv) claims for damages because of bodily injury, death of a person or property damages arising out of ownership, maintenance or use of a motor vehicle; (v) contractual liability insurance applicable to the Contractor's obligations under the Contract Documents; (vi) Completed Operations; and (vii) pollution liability.

6.3 Builder's Risk "All-Risk" Insurance. The Contractor, during the progress of the Work and until Final Acceptance of all Work by the District, shall maintain Builder's Risk "All-Risk" Completed Value Insurance Coverage on all insurable Work included under the Contract Documents which coverage is to provide extended coverage and insurance against vandalism and malicious mischief, perils of fire, sprinkler leakage, civil authority, sonic boom, collapse and flood upon the entire Work which is the subject of the Contract Documents, and including completed Work and Work in progress to the full insurable value thereof. Contractor's Builders Risk Insurance shall include coverage and insurance against the perils of earthquake if so indicated in the Special Conditions. Such insurance shall include the District as an additional named insured, and any other person with an insurable interest designated by the District as an additional named insured. The risk of damage to the Work due to the perils covered by the Builder's Risk "All Risk" Insurance, as well as any other hazard which might result in damage to the Work, is that of the Contractor and the Surety, and no claims for such loss or damage shall be recognized by the District, nor will such loss or damage excuse the complete and satisfactory performance of the Contract by the Contractor.

6.4 Contractors' Pollution Liability Insurance. The DBE shall provide Contractors' Pollution Liability Insurance covering environmental liabilities including, without limitation, those resulting from construction and remediation operations, whether performed by the contractor or subcontractors and claims alleging improper supervision of subcontractors. If the Work of the DBE's Subcontractor involves the Storm Water Pollution Prevention Plan ("SWPPP"), the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances, the DBE Subcontractor(s), as applicable, are required to obtain Contractor's Pollution Liability insurance covering the risk of exposure to asbestos, lead and/or toxic/hazardous materials encountered during construction of the Project.

6.5 Coverage Amounts. The insurance required of the Contractor hereunder shall be written for not less than any limits of liability specified in the Contract Documents, or required by law, whichever is greater. In the event of any loss or damage covered by a policy of insurance required to be obtained and maintained by the Contractor hereunder, the Contractor shall be solely and exclusively responsible for the payment of the deductible, if any, under such policy of insurance, without adjustment to the Contract Price on account thereof.

6.6 Required Qualifications of Insurers. The Contractor and Subcontractors' policies of Commercial General Liability and Property/Casualty insurance and the Contractor's Builders Risk insurance will be accepted by the District only if the insurer(s) are: (a) A.M. Best rated A- or better; (b) A.M. Best Financial Size Category VII or higher; and (c) authorized under California law to transact business in the State of California and authorized to issue insurance policies in the State of California. If at any time during performance of the Work, the insurer(s) issuing a policy of insurance covering Commercial General Liability or Property/Casualty is/are not A.M. Best rated A- or better and is/are not A.M. Best Financial Size Category VII or higher, the Contractor or Subcontractor, as applicable shall within thirty (30) days of the District's written notice of the insufficiency of an insurer to the Contractor, obtain insurance coverage(s) from alternative insurer(s) who is/are then A.M. Best rated A- or better and who is/are A.M. Best Financial Size Category VII or higher. If the Contractor fails to deliver Certificate(s) of Insurance from an alternative insurer(s) meeting or exceeding the A.M. Best rating and A.M. Best Financial Size Category set forth above, within thirty (30) days of the date of the District's issuance of a written notice pursuant to the preceding sentence, in addition to any other right or remedy of the District under the Contract Documents or arising by operation of law, the District may withhold disbursement of any Progress Payment otherwise due hereunder until the Contractor has delivered such Certificate(s) of Insurance from an alternative insurer(s).

6.7 Evidence of Insurance; Subcontractor's Insurance.

6.7.1 Certificates of Insurance. Prior to commencing the Work, Contractor shall deliver to the District Certificates of Insurance evidencing the insurance coverages required by the Contract Documents. Failure or refusal of the Contractor to so deliver Certificates of Insurance may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents, and thereupon the District may proceed to exercise any right or remedy provided for under the Contract Documents or at law. The Certificates of Insurance and the insurance policies required by the Contract Documents shall contain a provision that coverages afforded under such policies will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the District. The insurance policies required of Contractor hereunder shall also name the District as an additional insured as its interests may appear. The additional Insured acknowledgement shall be submitted as a separate declaration from the Contractor's insurance provider (ACCORD form modifications are not acceptable). Should any policy of insurance be canceled before Final Acceptance of the Work by the District and the Contractor fails to immediately procure replacement insurance as required, the District reserves the right to procure such insurance and to deduct the premium cost thereof and other costs incurred by the District in connection therewith from any sum then or thereafter due the Contractor under the Contract Documents. The Contractor shall, from time to time, furnish the District, when requested, with satisfactory proof of coverage of each type of insurance required by the Contract Documents; failure of the Contractor to comply with the District's request may be deemed by the District to be a default of a material obligation of the Contractor under the Contract Documents.

6.7.2 Subcontractors' Insurance. Contractor shall require that every Subcontractor, to obtain and maintain the policies of insurance set forth in Articles 6.1 through 6.4 of these General Conditions; the coverages and limits of liability of such policies of insurance to be obtained and maintained by Subcontractors shall be as set forth in the Special Conditions. The policies of insurance to be obtained and maintained by Subcontractors hereunder are in addition to, and not in lieu of, Contractor obtaining and maintaining such policies of insurance. Each of the policies of insurance obtained and maintained by a Subcontractor hereunder shall conform to the requirements of this Article 6. Upon request of the District, Contractor shall promptly deliver to the District Certificates of Insurance evidencing that the Subcontractors have obtained and maintained policies of

insurance in conformity with the requirements of this Article 6. Failure or refusal of the Contractor to provide the District with Subcontractors' Certificates of Insurance evidencing the insurance coverages required hereunder is a material default of Contractor hereunder.

6.8 Maintenance of Insurance. Any insurance bearing on the adequacy of performance of Work shall be maintained after the District's Final Acceptance of all of the Work for the full one year correction of Work period and any longer specific guarantee or warranty periods set forth in the Contract Documents. Should such insurance be canceled before the end of any such periods and the Contractor fails to immediately procure replacement insurance as specified, the District reserves the right to procure such insurance and to charge the cost thereof to the Contractor. Nothing contained in these insurance requirements is to be construed as limiting the extent of the Contractor's responsibility for payment of damages resulting from its operations or performance of the Work under the Contract Documents, including without limitation the Contractor's obligation to pay Liquidated Damages. In no instance will the District's exercise of its option to occupy and use completed portions of the Work relieve the Contractor of its obligation to maintain insurance required under this Article until the date of Final Acceptance of the Work by the District, or such time thereafter as required by the Contract Documents. The insurer providing any insurance coverage required hereunder shall be to the reasonable satisfaction of the District.

6.9 Contractor's Insurance Primary. All insurance and the coverages thereunder required to be obtained and maintained by Contractor hereunder, if overlapping with any policy of insurance maintained by the District, shall be deemed to be primary and non-contributing with any policy maintained by the District and any policy or coverage thereunder maintained by District shall be deemed excess insurance. To the extent that the District maintains a policy of insurance covering property damage arising out of the perils of fire or other casualty covered by the Contractor's Builder's Risk Insurance or the Comprehensive General Liability Insurance of the Contractor or any Subcontractor, the District, Contractor and all Subcontractors waive rights of subrogation against the others. The costs for obtaining and maintaining the insurance coverages required herein shall be included in the Contract Price.

6.10 Indemnity. Unless arising solely out of the active negligence, gross negligence, reckless or willful misconduct the District or the Architect, the Contractor shall indemnify, defend and hold harmless the Indemnified Parties who are: (i) the District and its Board of Education, officers, employees, agents and representatives (including the District's Inspector); (ii) the Architect its respective agents and employees; and (iii) if one is designated by the District for the Work, the Construction Manager and its agents and employees. The Contractor's obligations hereunder includes indemnity, defense and hold harmless of the Indemnified Parties from and against any and all damages, losses, claims, demands, liabilities, actions and/or causes of action whether for damages, losses or other relief, including, without limitation attorney's fees and costs which arise, in whole or in part, from the Work, the Contract Documents or the negligent, grossly negligent, reckless or willful acts, omissions or other conduct of the Contractor, any Subcontractor or any person or entity engaged by them for the Work. The Contractor's obligations under the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; or (iii) theft or loss of property; (iv) Stop Notice claims asserted by any person or entity in connection with the Work; and (v) other losses, liabilities, damages or costs resulting from, in whole or part, any acts, omissions or other conduct of Contractor, any of Contractor's Subcontractors, of any tier, or any other person or entity employed directly or indirectly by Contractor in connection with the Work and their respective agents, officers or employees. If any action or proceeding, whether judicial, administrative, arbitration or otherwise, shall be commenced on account of any claim, demand or liability subject to Contractor's

obligations hereunder, and such action or proceeding names any of the Indemnified Parties as a party thereto, the Contractor shall, at its sole cost and expense, defend the named Indemnified Parties in such action or proceeding with counsel reasonably satisfactory to the named Indemnified Parties. In the event that there shall be any judgment, award, ruling, settlement, or other relief arising out of any such action or proceeding to which any of the Indemnified Parties are bound by, Contractor shall pay, satisfy or otherwise discharge any such judgment, award, ruling, settlement or relief; Contractor shall indemnify and hold harmless the Indemnified Parties from any and all liability or responsibility arising out of any such judgment, award, ruling, settlement or relief. The Contractor's obligations hereunder are binding upon Contractor's Performance Bond Surety and these obligations shall survive notwithstanding Contractor's completion of the Work or the termination of the Contract.

6.11 Payment Bond; Performance Bond. Prior to commencement of the Work, the Contractor shall furnish a Performance Bond as security for Contractor's faithful performance of the Contract and a Labor and Material Payment Bond as security for payment of persons or entities performing work, labor or furnishing materials in connection with Contractor's performance of the Work under the Contract Documents. The penal sum of the Performance Bond and the Payment Bond shall each be one hundred percent (100%) of the Contract Price. Said Labor and Material Payment Bond and Performance Bond shall be in the form and content set forth in the Contract Documents. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with this Article 6.11 may be deemed by the District as a default by the Contractor of a material obligation hereunder. Upon request of the Contractor, the District may consider and accept, but is not obligated to do so, multiple sureties on such bonds. The Surety on any bond required under the Contract Documents shall be an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120.

ARTICLE 7: CONTRACT TIME

7.1 Substantial Completion of the Work Within Contract Time. Unless otherwise expressly provided in the Contract Documents, the Contract Time is the period of time, including authorized adjustments thereto, allotted in the Contract Documents for achieving Substantial Completion of the Work. The date for commencement of the Work is the date established by the Notice to Proceed issued by the District pursuant to the Agreement, which shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible. The date of Substantial Completion is the date certified by the Architect and the Project Inspector as such in accordance with the Contract Documents.

7.2 Progress and Completion of the Work.

7.2.1 Time of Essence. Time limits stated in the Contract Documents are of the essence. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing and achieving Substantial Completion of the Work. The Contractor shall employ and supply a sufficient force of workers, material and equipment, and prosecute the Work with diligence so as to maintain progress, to prevent Work stoppage and to achieve Substantial Completion of the Work within the Contract Time. The Work may require Contractor to perform in different areas of the Site simultaneously in order to achieve Substantial Completion of the Work within the Contract Time. As each area becomes available, Contractor shall begin work in those respective areas with additional crews, if necessary, to avoid a reduction of effort in other areas already under construction. The Contract Price shall not be subject to adjustment on account of any action or activity of the Contractor to perform Work simultaneously in different areas of the Site.

7.2.2 Substantial Completion. Substantial Completion is that stage in the progress of

the Work when the Work or any designated portion thereof (whether described as milestones, phases, segments or other similar terms) is complete in accordance with the Contract Documents so the District can occupy or use the Work or designated portion thereof for its intended purpose. Substantial Completion shall be determined by the Architect, Construction Manager, if any, and the Project Inspector upon request by the Contractor in accordance with the Contract Documents. The good faith and reasonable determination of Substantial Completion by the Project Inspector, Construction Manager, if any and the Architect shall be controlling and final.

7.2.3 Correction or Completion of the Work After Substantial Completion.

7.2.3.1 Punchlist. Upon achieving Substantial Completion of the Work, the District, the Project Inspector, the Construction Manager, if any, the Architect and the Contractor shall jointly inspect the Work and prepare a comprehensive list of items of the Work to be corrected or completed by the Contractor ("the Punchlist"). The exclusion of, or failure to include, any item on the Punchlist shall not alter or limit the obligation of the Contractor to complete or correct any portion of the Work in accordance with the Contract Documents.

7.2.3.2 Time for Completing Punchlist Items. In addition to establishing the Punchlist items pursuant to Article 7.2.3.1, the Construction Manager, if any, Contractor and Architect shall, after the joint inspection, establish a reasonable time for Contractor's completion of all Punchlist items. If mutual agreement is not reached to establish the time for the Contractor's completion of Punchlist items, the Architect shall determine such time, and in such event, the time determined by the Architect shall be final and binding upon the District and Contractor so long as the Architect's determination is made in good faith. The Contractor shall promptly and diligently proceed to complete all Punchlist items within the time established. If the Contractor fails or refuses, for any reason, to complete all Punchlist items within the time established, Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.5 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punchlist items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punchlist items provided, however that such election by the District is in addition to and not in lieu of any other right or remedy of the District under the Contract Documents or at law. If the District elects to complete Punchlist items of the Work, pursuant to the foregoing, Contractor shall be responsible for all costs incurred by the District in connection herewith and the District may deduct such costs from the Contract Price then or thereafter due the Contractor, if these costs exceed the remaining Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are jointly and severally liable to District for any such excess costs.

7.2.4 Final Completion. Final Completion is that stage of the Work when all Work has been completed in accordance with the Contract Documents, including without limitation, all Punchlist items noted upon Substantial Completion, and the Contract has been otherwise fully performed by the Contractor. Final Completion shall be determined by the Architect, Construction Manager, if any and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector, Construction Manager, if any, and the Architect shall be controlling and final.

7.2.5 Contractor Responsibility for Multiple Inspections. If the Contractor requests determination of Substantial Completion or Final Completion by the Project Inspector, Construction Manager, if any, and the Architect and it is determined by the Project Inspector, Construction Manager, if any, or the Architect that the Work does not then

justify certification of Substantial Completion or Final Completion and re-inspection is required at a subsequent time to make such determination, the Contractor shall be responsible for all costs of such re-inspection, including without limitation, the fees of the Architect, Construction Manager, if any, and the Project Inspector. The District may deduct such costs from the Contract Price then due or thereafter due to the Contractor.

7.2.6 Final Acceptance. Final Acceptance of the Work shall occur upon approval of the Work by the District's Board of Education; such approval shall be submitted for adoption at the next regularly scheduled meeting of the District's Board of Education after the determination of Final Completion. The commencement of any warranty or guarantee period under the Contract Documents is the date upon which the District's Board of Education approves of the Final Acceptance of the Work.

7.3 Construction Schedule.

7.3.1 Submittal of Preliminary Construction Schedule. Within five (5) days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Construction Manager, if any, and the Architect a Preliminary Construction Schedule indicating, in graphic form, the estimated rate of progress and sequence of all Work required under the Contract Documents. The purpose of the Preliminary Construction Schedule is to assure adequate planning and execution of the Work so that it is completed within the Contract Time and to permit evaluation of the progress of the Work. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iv) indicate costs for completion of each Construction Schedule activity; (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor. The Contractor may submit a Preliminary Construction Schedule depicting completion of the Work in a duration shorter than the Contract Time; provided that such Preliminary Construction Schedule shall not be a basis for adjustment to the Contract Price in the event that completion of the Work shall occur after the time depicted therein, nor shall such Preliminary Construction Schedule be the basis for any extension of the Contract Time, the Contractor's entitlement to any extension of the Contract Time shall be based upon the Contract Time and not on any shorter duration which may be depicted in the Contractor's Preliminary Construction Schedule. If the Construction Schedules required under this Article 7.3 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule.

7.3.2 Review of Preliminary Construction Schedule. The District, the Construction Manager, if any, and the Architect shall review the Preliminary Construction Schedule submitted by the Contractor pursuant to Article 7.3.1 above for conformity with the requirements of the Contract Documents. Within fifteen (15) days of the date of receipt of the Preliminary Construction Schedule, the Preliminary Construction Schedule will be returned to the Contractor with comments to the form or content thereof. Review of the Preliminary Construction Schedule and any comments thereto by the District, the Construction Manager and/or the Architect shall not be deemed to be the assumption of construction means, methods or sequences by the District, the Construction Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

7.3.3 Preparation and Submittal of Contract Construction Schedule. Within ten (10) days of the District's return of the Preliminary Construction Schedule to the Contractor pursuant to Article 7.3.2 above, the Contractor shall prepare and submit to the Architect and the Construction Manager, if any, the Construction Schedule which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District, the Construction Manager and the Architect shall review the same for purposes of determining conformity with the requirements of the Contract Documents. Within fifteen (15) days of the receipt of the Construction Schedule, the District will approve such Construction Schedule or will return the same to the Contractor with comments to the form or content. In the event there are comments to the form or content thereof, the Contractor, shall within seven (7) days of receipt of such comments, revise and resubmit the Construction Schedule incorporating therein such comments. Upon the District's approval of the form and content of a Construction Schedule, the same shall be deemed the "Approved Construction Schedule." The District's approval of a Construction Schedule shall be for the sole and limited purpose of determining conformity with the requirements of the Contract Documents. By the Approved Construction Schedule, the District shall not be deemed to have exercised control over, or approval of, construction means, methods or sequences, all of which remain the responsibility and obligation of the Contractor in accordance with the terms of the Contract Documents. Further, the Approved Construction Schedule shall not operate to limit or restrict any of Contractor's obligations under the Contract Documents nor relieve the Contractor from the full, faithful and timely performance of such obligations in accordance with the terms of the Contract Documents. The activities, commencement and completion dates of activities, and the sequencing of activities depicted on the Approved Construction Schedule shall not be modified or revised by the Contractor without the prior consent, or direction, of the District and the Architect. Updates to the Approved Construction Schedule pursuant to Article 7.3.5 below shall not be deemed revisions to the Approved Construction Schedule. If the Approved Construction Schedule depicts completion of the Work in a duration shorter than the Contract Time, the same shall not be a basis for an adjustment of the Contract Time or the Contract Price in the event that actual completion of the Work shall occur after such the time depicted in such Approved Construction Schedule. In such event, the Contract Price shall not be subject to adjustment on account of any additional costs incurred by the Contractor to complete the Work prior to the Contract Time, as adjusted in accordance with the terms of the Contract Documents. Any adjustment of the Contract Time or the Contract Price shall be based upon the Contract Time set forth in the Contract Documents and not any shorter duration which may depicted in the Approved Construction Schedule.

7.3.4 Revisions to Approved Construction Schedule. In the event that the progress of the Work or the sequencing of the activities of the Work shall materially differ from that indicated in the Approved Construction Schedule, as determined by the District in its reasonable discretion and judgment, the District may direct the Contractor to revise the Approved Construction Schedule; within fifteen (15) days of the District's direction, the Contractor shall prepare and submit to the Architect and the Construction Manager a revised Approved Construction Schedule, for review and approval by the District. The Contractor may request consent of the District to revise the Approved Construction Schedule. Any such request shall be considered by the District only if in writing setting forth the Contractor's proposed revision(s) to the Approved Construction Schedule and the reason(s) therefor. The District may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.

7.3.5 Updates to Approved Construction Schedule. The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, or more frequently as

required by the conditions or progress of the Work, or as may be requested by the District. The Contractor shall provide the District, the Construction Manager and the Architect with updated Approved Construction Schedules indicating progress achieved and activities commenced or completed within the prior updated Approved Construction Schedule. Updates to the Approved Construction Schedule shall not include any revisions to the activities, commencement and completion dates of activities or the sequencing of activities depicted on the Approved Construction Schedule. Any such revisions to the Approved Construction Schedule shall result in the District's rejection of such update and Contractor shall, within seven (7) days of the District's rejection of such update, submit to the Architect and the Construction Manager an Updated Approved Construction Schedule which does not incorporate any such revisions. If requested by the District, the Contractor shall also submit, with its updates to the Approved Construction Schedule a narrative statement including a description of current and anticipated problem areas of the Work, delaying factors and their impact, and an explanation of corrective action taken or proposed by the Contractor. If the progress of the Work is behind the Approved Construction Schedule, the Contractor shall indicate what measures will be taken to place the Work back on schedule. The District may, from time to time, and in the District's sole and exclusive discretion, transmit to the Contractor's Performance Bond Surety the Approved Construction Schedule, any updates thereof and the narrative statement described hereinabove. The District's election to transmit, or not to transmit such information, to the Contractor's Performance Bond Surety shall not limit the Contractor's obligations under the Contract Documents.

7.3.6 Contractor Responsibility for Construction Schedule. The Contractor shall be responsible for the preparation, submittal and maintenance of the Construction Schedules required by the Contract Documents, and any failure of the Contractor to do so may be deemed by the District as the Contractor's default in the performance of a material obligation under Contract Documents. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction Schedules shall be solely that of the Contractor and no such cost or expense shall be charged to the District. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, maintenance or updating of the Construction Schedules.

7.3.7 Three (3) Week Look Ahead Schedule. The Contractor shall prepare and submit at each Weekly Construction Meeting, a Three (3) Week Look Ahead Schedule for its portion of the Work. The Three (3) Week Look Ahead Schedules shall provide additional definition of manpower, activities and sequencing to that identified on the then current updated Construction Schedule. The form, content and extent of detail in the Contractor's Three (3) Week Look Ahead Schedules in accordance with the directives and instructions of the Construction Manager. Failure of the Contractor to provide a Three (3) Week Look Ahead Schedule may be deemed by the District as the Contractor's default in the performance of a material obligation of the Contractor under Contract Documents.

7.3.8 Cost of Scheduling. Any and all costs or expenses required or incurred to prepare, submit, maintain, and update the Construction, Recovery or Three (3) Week Look Ahead Schedules shall be solely at the expense of the Contractor without adjustment to the Contract Price. The Contract Price shall not be subject to adjustment on account of costs, fees or expenses incurred or associated with the Contractor's preparation, submittal, and maintenance or updating of the Construction Schedules. If the Contractor does not comply with the District's request for an Updated Construction Schedule, the District may have the update completed by others at the Contractor's expense. In such event, the updated Construction Schedule shall be deemed binding upon the Contractor and the District may deduct all costs, fees or expenses in preparing

such updated Construction Schedule(s) from any portion of the Contract Price then or thereafter due the Contractor.

7.3.9 Scheduling Software & Requirements. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall; (i) be prepared with a commercially available computer software program in a critical path format; (ii) indicate the date(s) for commencement and completion of various portions of the Work including. without limitation, procurement, fabrication and delivery of major items, materials or equipment; (iii) indicate manpower (estimated men per day) and other resources required for completion of each schedule activity; (iv) indicate costs for completion of each schedule activity; and (v) identify each Submittal required by the Contract Documents, the date for the Contractor's submission of each Submittal and the date for the return of the reviewed Submittal to the Contractor.

7.3.10 Float. As used herein, "float time" shall be deemed to refer to the time between earliest finish date and the latest finish date of each activity shown on the Construction Schedule. If the Construction Schedules required under this Article 7 incorporate therein any "float" time, such float shall be deemed to jointly belong to and owned by the District and the Contractor. If the construction progress is ahead of schedule based on the Construction Schedule(s) and a delay is encountered (even if such delay is a District caused delay), no compensation of any type will be due the Contractor and the District may claim float days equal to the delay until such float days are exhausted and the delay extends the overall Project Substantial Completion date.

7.4 Adjustment of Contract Time. If Substantial Completion is delayed, adjustment, if any, to the Contract Time on account of such delay shall be in accordance with this Article 7.4.

7.4.1 Excusable Delays. If Substantial Completion of the Work is delayed by Excusable Delays, the Contract Time shall be subject to adjustment for such reasonable period of time as determined by the Architect; Excusable Delays shall not result in any increase in the Contract Price. Excusable Delays refer to unforeseeable and unavoidable casualties or other unforeseen causes beyond the control, and without fault or neglect, of the Contractor, any Subcontractor, Material Supplier or other person directly or indirectly engaged by the Contractor in performance of any portion of the Work. Excusable Delays include unanticipated and unavoidable labor disputes, unusual and unanticipated delays in transportation of equipment, materials or Construction Equipment reasonably necessary for completion and proper execution of the Work, unanticipated unusually severe weather conditions or DSA directive to stop the Work. Neither the financial resources of the Contractor or any person or entity directly or indirectly engaged by the Contractor in performance of any portion of the Work shall be deemed conditions beyond the control of the Contractor. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Contractor establishes: (i) full compliance with all applicable provisions of the Contract Documents relative to the method, manner and time for Contractor's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time are outside the reasonable control and without any fault or neglect of the Contractor or any person or entity directly or indirectly engaged by Contractor in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Contractor's request to adjust the Contract Time directly and adversely impacted the progress of the Work as indicated in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of the claimed event(s) of Excusable Delay. The foregoing provisions notwithstanding, if the Special Conditions set forth a number of "Rain Days" to be anticipated during performance of the Work, the Contract Time shall not be adjusted for rain related

unusually severe weather conditions until and unless the actual number of Rain Days during performance of the Work exceeds those noted in the Special Conditions and such additional Rain Days directly and adversely impact the critical path progress of the Work as depicted in the Approved Construction Schedule or the most recent updated Approved Construction Schedule relative to the date(s) of such additional Rain Days.

7.4.2 Compensable Delays. If Substantial Completion of the Work is delayed and such delay is caused by the acts or omissions of the District, the Architect, or separate contractor employed by the District (collectively "Compensable Delays"), upon Contractor's request and notice, in strict conformity with Articles 7 and 9 of these General Conditions, the Contract Time will be adjusted by Change Order for such reasonable period of time as determined by the Architect and the District. In accordance with California Public Contract Code §7102, if the Contractor's progress is delayed by any of the events described in the preceding sentence, Contractor shall not be precluded from the recovery of damages directly and proximately resulting therefrom, provided that the District is liable for the delay, the delay is unreasonable under the circumstances involved and the delay was not within the reasonable contemplation of the District and the Contractor at the time of execution of the Agreement. In such event, Contractor's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or Construction Equipment directly resulting from such delay, and shall exclude indirect or other consequential damages, including without limitation, home office expenses, bond capacity impairment or loss of prospective economic advantage. Except as expressly provided for herein, Contractor shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Adjustments to the Contract Price and the Contract Time, if any, on account of Changes to the Work or Suspension of the Work shall be governed by the applicable provisions of the Contract Documents, including without limitation, Articles 9 and 14 of these General Conditions.

7.4.3 Unexcusable Delays. Unexcusable Delays refer to any delay to the progress of the Work caused by events or factors other than those specifically identified in Articles 7.4.1 and 7.4.2 above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcusable Delays.

7.4.4 Procedure for Adjustment of Contract Time. The Contract Time shall be subject to adjustment only in strict conformity with applicable provisions of the Contract Documents. Failure of Contractor to request adjustment(s) of the Contract Time in strict conformity with applicable provisions of the Contract Documents shall be deemed Contractor's waiver of the same.

7.4.5 Limitations Upon Adjustment of Contract Time on Account of Delays. Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay which ends last. If an Unexcusable Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcusable Delay. In addition to the foregoing limitations upon extension of the Contract Time, no adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless such delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule as of the date on which such delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny any request by the Contractor for an adjustment of the Contract Time for any delay which does not actually and directly

impact Work or Work activities on the critical path of the then current and updated Approved Construction Schedule.

7.5 Liquidated Damages. Should the Contractor neglect, fail or refuse to: (i) submit Submittals in accordance with the Approved Construction Schedule; (ii) achieve Substantial Completion of the Work or designated portions thereof within the Contract Time, (subject to adjustments authorized under the Contract Documents); (iii) or to complete Punchlist items within the time established pursuant to the Contract Documents, the Contractor agrees to pay to the District the amount of per diem Liquidated Damages set forth in the Special Conditions, not as a penalty but as Liquidated Damages, for every day beyond the Contract Time, as adjusted, until Submittals are submitted, Substantial Completion or completion of the Punchlist items are achieved. The Liquidated Damages amounts set forth in the Special Conditions are agreed upon by and between the Contractor and the District because of the difficulty of fixing the District's actual damages in the event of delayed submission of Submittals, Substantial Completion or completion of Punchlist items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such event, and that such amounts do not constitute a penalty. Liquidated Damages may be deducted from the Contract Price then or thereafter due the Contractor. The Contractor and the Surety shall be liable to the District for any Liquidated Damages exceeding any amount of the Contract Price then held or retained by the District. In the event that the Contractor shall fail or refuse to complete Punchlist items and the District elects to exercise its right to cause completion or correction of such items pursuant to Article 7.2.3.2 hereof, the District's assessment of Liquidated Damages pursuant to the foregoing shall be in addition, and not in lieu of, the District's right to charge Contractor with the cost of completing or correcting such items of the Work, as provided for under Article 7.2.3.2. The Contractor and the District acknowledge and agree that the provisions of this Article 7.5 are reasonable under the circumstances existing at the time of the Contractor's execution of the Agreement.

7.6 District Right to Take-Over Work.

7.6.1 Progress of Work. Unless caused by the District, Architect, Construction Manager or the Project Inspector, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment or services to maintain progress of the Work in accordance with the then current Construction Schedule after seventy-two (72) hour advance written notice from the Construction Manager to the Contractor of its failure or refusal, the District may, without terminating the Contract or waiving, limiting or conditioning any right or remedy of the District, thereafter furnish or cause to be furnished such materials, labor, equipment or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule. All costs, expenses or other charges (whether direct, indirect and administrative) incurred by the District in furnishing such materials, labor, equipment or services shall be at the sole cost of the Contractor and the District may deduct the same from the Contract Price then or thereafter due the Contractor. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents.

7.6.2 District's Right to Withhold. All costs, expenses or other charges incurred by the District in connection with completing or supplementing the Work under this Article 7.6 shall be at the sole cost of the Contractor. District shall be entitled to deduct from the Contract Price then or thereafter due Contractor, all such costs, expenses, and charges, including costs for any additional services the District's representatives and consultants made necessary thereby. If the Contract Price then or thereafter due the Contractor is insufficient to cover such amounts, Contractor shall pay the additional sum to the District promptly upon demand therefore. The assessment and/or withholding of the amount of

such costs, expenses, and/or other charges shall be in addition to, and not in lieu of, any liquidated damages assessed and/or withheld from Contractor under Article 7.5 hereof.

7.6.3 Non-exclusive Remedy. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents or the Laws.

ARTICLE 8: CONTRACT PRICE

8.1 Contract Price. The Contract Price is the amount stated in the Agreement and subject to adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for completion of the Work and other obligations of the Contractor under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents.

8.2 Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, in a form acceptable to the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown is subject to the District's review and approval of the form and content thereof. If the District objects to any portion of the Cost Breakdown, within ten (10) days of the District's receipt of the Cost Breakdown, the District shall notify the Contractor, in writing of the District's objection(s) to the Cost Breakdown. Within five (5) days of the date of the District's written objection(s), Contractor shall submit a revised Cost Breakdown to the District for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District has approved of the entirety of the Cost Breakdown. Upon the District's approval of the Cost Breakdown, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District, which may be granted, conditioned or withheld in the sole discretion of the District. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision and general conditions costs and profit, as such items are reflected in the Cost Breakdown, shall be made by the District in equal installments with its disbursements of Progress Payments and the Final Payment with the amount of each such installment equal to the aggregate amount of such items as reflected in the Cost Breakdown divided by the number of months of the Contract Time.

8.3 Progress Payments.

8.3.1 Applications for Progress Payments. During the Contractor's performance of the Work, the Contractor shall submit monthly, on the first working day of each month, to the District, Project Inspector, Construction Manager, if any, and the Architect, Applications for Progress Payments ("Payment Applications"), on forms approved by the District, setting forth an itemized estimate of Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Payment Applications shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above provided that such values are only for determining the basis of Progress Payments to Contractor, and shall not be considered as fixing a basis for adjustments, whether additive or deductive, to the Contract Price, or for determining the extent of Work actually completed.

8.3.2 Payment Application Review for Determination of Proper Payment Application. In accordance with Public Contract Code §20104.50, upon receipt of an Application for Progress Payment, the District shall cause the same to be reviewed by the Project Inspector, the Construction Manager, if one is designated by the District, and the Architect, as soon as is practicable after receipt of such Application for Progress Payment. Such review shall be for the purpose of determining that the Application for Progress Payment is a proper Progress Payment request. For purposes of this Article 8.3.2, an Application for Progress Payment shall be deemed "proper" only if it is

submitted on the form approved by the District, with all of the requested information of such form of Application for Progress Payment completely and accurately provided by the Contractor and such completed Application for Progress Payment is accompanied by: (i) the form of Verification of Certified Payroll Records Submittal to Labor Commissioner, executed under penalty of perjury by the Contractor's Superintendent and/or the Contractor PM; which verifies that all Certified Payroll Records for the Contractor and all Subcontractors for the period of time covered by the Application for Progress Payment have been completed and submitted in strict conformity with Labor Code §1771.4; (ii) Certified Payrolls of the Contractor and all Subcontractors for laborers performing any portion of the Work for which the Progress Payment is requested; (iii) duly completed and executed forms of Conditional Waiver and Release of Rights Upon Progress Payment in accordance with California Civil Code §8132 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment requested; (iv) duly completed and executed forms of Unconditional Waiver and Release of Rights upon Progress Payment in accordance with California Civil Code §8134 of the Contractor, all Subcontractors of any tier, and Material Suppliers covering the Progress Payment received by the Contractor under the prior Application for Progress Payment; (v) if applicable, a current union statement reflecting that the Contractor and any Subcontractor of any tier, are current in the payment of any supplemental fringe benefits required pursuant to any collective bargaining agreement to which the Contractor or any such Subcontractor is a party to or is otherwise bound by; (vi) a certification by the Contractor that it has continuously maintained, or caused to maintained, the Record Drawings reflecting the actual as-built conditions of the Work performed be for which the Progress Payment is requested, it being understood that such certification is subject to verification by the District, Architect or the Construction Manager prior to disbursement of the Progress Payment; and (vii) an updated Construction Schedule, reflecting Work actually completed and in progress. In accordance with Public Contract Code §20104.50, an Application for Progress Payment determined by the District not to be a proper Application for Progress Payment shall be returned by the District to the Contractor as soon as is practicable after receipt of the same from the Contractor, but in no event not more than seven (7) days after the District's receipt thereof. The District's return of any Application for Progress Payment pursuant to the preceding sentence shall be accompanied by a written document setting forth the reason(s) why the Application for Progress Payment is not proper.

8.3.3 Verification of Work Completed. Upon receipt of a Payment Application, the Architect, Construction Manager, if any and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with requirements of the Contract Documents and to determine the portion of the Payment Application which is properly due to the Contractor under the terms of the Contract Documents.

8.3.4 District's Disbursement of Progress Payments.

8.3.4.1 Timely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, within thirty (30) days after the District's receipt of a proper Payment Application, there shall be paid, by District, to Contractor a sum equal to ninety-five percent (95%) of the value of the Work indicated in the Payment Application which is actually in place as of the date of the Payment Application, as verified by the Project Inspector, Construction Manager, if any, and the Architect and the pro rata portion of the Contractor's overhead, supervision and general conditions costs and profit for that month; provided, however, that the District's obligation to disburse any Progress Payment shall be subject to the District's receipt of all documents set forth in Article 8.3.2 above, each and all of which are conditions precedent to the District's obligation to

disburse Progress Payments. If a Payment Application is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Payment Application, as required by Article 8.3.2, or incompleteness or inaccuracies in any such documents submitted or if it is reasonably determined that the Record Drawings have not been continuously maintained to reflect the actual as built conditions of the Work completed in the period for which the Progress Payment is requested, the thirty (30) day period hereunder for the District's timely disbursement of a Progress Payment is deemed to commence on the date that the District is actually in receipt of documents not submitted with the Payment Application, or corrections to documents with the Payment Application so as to render them complete and accurate, or the date upon which the Contractor accurately and fully completes preparation of the Record Drawings relating to the Work for which the Progress Payment is requested.

8.3.4.2 Untimely Disbursement of Progress Payments. Pursuant to Public Contract Code §20104.50, if the District fails to make a Progress Payment within thirty (30) days after receipt of an undisputed and proper Payment Application, the District shall pay the Contractor interest on the undisputed amount of such Payment Application at the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, if the District determines that any Payment Application is not proper, pursuant to Article 8.3.2 above, and the District does not return such Payment Application within the seven (7) day period provided for in Article 8.3.2, the period of time for the District's disbursement of the Progress Payment on such Payment Application without incurring interest liability shall be reduced by the number of days exceeding the seven (7) day return period.

8.3.4.3 District's Right to Disburse Payments by Joint Checks. The District, may, in its sole discretion, issue joint checks to the Contractor and Subcontractors/Material Suppliers in satisfaction of its obligation to make Progress Payments or the Final Payment due hereunder.

8.3.4.4 No Waiver of Defective or Non-Conforming Work. The approval of any Payment Application or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective or non-conforming Work. Notwithstanding approval or disbursement of a Progress Payment for Work deemed to be defective or non-conforming, the Contractor shall remain obligated under the Contract Documents to repair, replace or otherwise correct such defective or non-conforming Work.

8.3.5 Progress Payments for Changed Work. The Contractor's Payment Applications may include requests for payment on account of Changes in the Work which have been properly authorized and approved by the Project Inspector, the Architect and all other governmental agencies with jurisdiction over such Change in accordance with the terms of the Contract Documents and for which a Change Order has been issued. Except as provided for herein, no other payment shall be made by the District for Changes in the Work.

8.3.6 Materials or Equipment Not Incorporated Into the Work.

8.3.6.1 Limitations Upon Payment. Except as expressly provided for herein, no payments shall be made by the District on account of any item of the Work, including without limitation, materials or equipment which, at the time of the Contractor's submittal of a Payment Application, has/have not been incorporated into and made a part of the Work.

8.3.6.2 Materials or Equipment Delivered and Stored at the Site. The District may, in its sole and exclusive discretion, make payment for materials or equipment not yet incorporated into the Work if, at or prior to the time of the

Contractor's submittal of a Payment Application requesting payment for such materials or equipment if all of the following are complied with: (i) the materials or equipment have been delivered to the Site; (ii) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment at the Site including without limitation, insurance reasonably satisfactory to the District, covering and protecting against the risk of loss, destruction, theft or other damage to such materials or equipment while in storage; and (iii) the establishment of procedures reasonably satisfactory to the District by which title to such materials or equipment will be vested in the District upon the District's payment therefor. The Contractor acknowledges that the discretion to make, or not to make, payment for materials or equipment delivered or stored at the Site pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment shall not be deemed the District's default hereunder. If the District elects to make payment for materials or equipment delivered and stored at the Site, the costs and expenses incurred to comply with the requirements of (ii) and (iii) of this Article 8.3.6.2 shall be borne solely and exclusively by the Contractor and no payment shall be made by the District on account of such costs and expenses.

8.3.6.3 Materials or Equipment Not Delivered or Stored at the Site. No payments shall be made by the District for materials or equipment to be incorporated into the Work where such materials or equipment have not been delivered or stored at the Site or which are in the process of fabrication or transportation to the Site.

8.3.6.4 Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.3.6.4 notwithstanding, the District shall not make any payment on account of any materials or equipment which are in the process of being fabricated or which are in transit to the Site of or other storage location.

8.3.7 Exclusions From Progress Payments. In addition to the District's right to withhold disbursement of any Progress Payment provided for in the Contract Documents, neither the Contractor's Payment Application shall include, nor shall the District be obligated to disburse any portion of the Contract Price for amounts which the Contractor does not intend to pay any Subcontractor or Material Supplier because of a dispute or any other reason.

8.3.8 Title to Work. The Contractor warrants that title to all Work covered by a Payment Application will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of a Payment Application, all Work for which a Progress Payment has been previously disbursed and the Contractor has received payment from the District therefor shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, stop notices, security interests or encumbrances in favor of the Contractor, Subcontractors, Material Suppliers or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

8.3.9 Substitute Security for Retention. Pursuant to California Public Contract Code §22300, eligible and equivalent securities may be substituted for any monies withheld by the District to ensure the Contractor's performance under the Contract Documents at the request and expense of the Contractor and in conformity with the provisions of California Public Contract Code §22300. The foregoing and the provisions of California Public Contract Code §22300 notwithstanding, failure of the Contractor to request the substitution of eligible and equivalent securities for monies to be withheld by the District within ten (10) days following the date of award of the Contract to Contractor shall be deemed a waiver of such right.

8.4 Final Payment.

8.4.1 Application for Final Payment. When the Contractor has achieved Final Completion of the Work and has otherwise fully performed its obligations under the Contract Documents, the Contractor shall submit an Application for Final Payment on such form as approved by the District. Thereupon, the Architect, Construction Manager, if any, and the Project Inspector will promptly make a final inspection of the Work and when the Architect, Construction Manager, if any and the Project Inspector find the Work acceptable under the Contract Documents and that the Contract has been fully performed by the Contractor, the Architect, Construction Manager, if any, and the Project Inspector will thereupon promptly approve the Application for Final Payment, stating that to the best their knowledge, information and belief, the Work has been completed in accordance with the terms of the Contract Documents. The Final Payment shall include the remaining balance of the Contract Price and any retention from Progress Payments previously withheld by the District.

8.4.2 Conditions Precedent to Disbursement of Final Payment. Neither Final Payment nor any remaining Contract Price shall become due until the Contractor submits to the District each and all of the following, the submittal of which are conditions precedent to the District's obligation to disburse the Final Payment: (i) an affidavit or certification by the Contractor that payrolls, bills for materials and other indebtedness incurred in connection with the Work for which the District or the District's property may or might be responsible or encumbered have been paid or otherwise satisfied; (ii) a certificate evidencing that insurance required by the Contract Documents to remain in force after the Contractor's receipt of Final Payment is currently in effect; (iii) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover any period following Final Payment as required by the Contract Documents; (iv) consent of the Surety on the Labor and Material Payment Bond and Performance Bond, to Final Payment if required; (v) duly completed and executed forms of Conditional or Unconditional Waivers and Releases of rights upon Final Payment of the Contractor, Subcontractors/Material Suppliers in accordance with California Civil Code §§8136 and 8138, with each of the same stating that there are, or will be, no claims for additional compensation after disbursement of the Final Payment; (vi) Operations and Maintenance manuals and separate warranties provided by any manufacturer or distributor of any materials or equipment incorporated into the Work; (vii) the Record Drawings; (viii) the form of Guarantee included in the Contract Documents duly executed by an authorized representative of the Contractor; (ix) any and all other items or documents required by the Contract Documents to be delivered to the District upon completion of the Work; (x) the completion and submittal of all reports required by the Contract Documents, including without limitation, verified reports required by applicable provisions of the California Code of Regulations; and (xi) if required by the District, such other data establishing payment or satisfaction of obligations such as receipts, releases and waivers of liens, stop notices, claims, security interest or encumbrances arising out of the Contract to the extent and in such form as may be required by the District.

8.4.3 Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.4.2 above as conditions precedent to the District's obligation to disburse Final Payment, not later than sixty (60) days following Final Acceptance the District shall disburse the Final Payment to the Contractor. Pursuant to California Public Contract Code §7107, if there is any dispute between the District and the Contractor at the time that disbursement of the Final Payment is due, the District may withhold from disbursement of the Final Payment an amount not to exceed one hundred fifty percent (150%) of the amount in dispute. If the Contractor fails to timely submit completed DSA Reports in accordance with Article 4.21.1 above, the Final Payment due

the Contractor shall be reduced in accordance with Article 4.21.2 above.

8.4.4 Waiver of Claims. The Contractor's acceptance of the Final Payment is a waiver and release by the Contractor of any and all claims against the District for compensation or otherwise in connection with the Contractor's performance of the Contract.

8.4.5 Claims Asserted After Final Payment. Any lien, stop notice or other claim filed or asserted after the Contractor's acceptance of the Final Payment by any Subcontractor, laborer, Material Supplier or others in connection with or for Work performed under the Contract Documents shall be the sole and exclusive responsibility of the Contractor and the Surety. The Contractor and Surety shall indemnify, defend and hold harmless the District and its officers, agents, representatives and employees from and against any claims, demands or judgments arising or associated therewith, including without limitation attorney's fees incurred by the District in connection therewith.

8.5 Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or backcharge the Contractor to the extent it may deem advisable to protect the District on account of: (i) defective Work or Work not in conformity with the requirements of the Contract Documents which is not remedied; (ii) failure of the Contractor to make payments when due Subcontractors/Material Suppliers; (iii) claims filed or reasonable evidence of the probable filing of claims by Subcontractors, laborers, Material Suppliers, or others performing any portion of the Work under the Contract Documents for which the District may be liable or responsible including, without limitation, Stop Notice Claims filed with the District pursuant to California Civil Code §9350 et seq.; (iv) a reasonable doubt that the Contract can be completed for the then unpaid balance of the Contract Price; (v) tax demands filed in accordance with California Government Code §12419.4; (vi) other claims, penalties and/or forfeitures for which the District is required or authorized to retain funds otherwise due the Contractor; (vii) any amounts due from the Contractor to the District under the terms of the Contract Documents; or (viii) the Contractor's failure to perform any of its obligations under the Contract Documents, its default under the Contract Documents or its failure to maintain adequate progress of the Work. In addition to the foregoing, the District shall not be obligated to process any Payment Application or Application for Final Payment, nor shall Contractor be entitled to any Progress Payment or Final Payment so long as any lawful or proper direction concerning the Work or the performance thereof or any portion thereof, given by the District, the Project Inspector, the Architect or any public authority having jurisdiction over the Work, or any portion thereof, shall not be fully and completely complied with by the Contractor. When the District is reasonably satisfied that the Contractor has remedied any such deficiency, payment shall be made of the amount withheld.

8.6 Payments to Subcontractors. The Contractor shall pay all Subcontractors for and on account of Work of the Contract performed by such Subcontractors in accordance with the terms of their respective subcontracts and as provided for pursuant to California Public Contract Code §10262, the provisions of which are deemed incorporated herein by this reference. If the Contractor fails to make payment to Subcontractors in conformity with California Public Contract Code §10262, the provisions of California Public Contract Code §10253 shall apply; by this reference, the provisions of California Public Contract Code §10253 are incorporated herein in its entirety, except that the references in said Section 10253 to "the director" shall be deemed to refer to the District. The Contractor shall timely make payment of retention due Subcontractors in accordance with Public Contract Code §7107.

8.7 Computerized Job Cost Reporting System.

8.7.1 Job Cost Reporting. The Contractor and each Subcontractor with a Subcontract valued at One Million Five Hundred Thousand Dollars ($1.5M) or greater shall maintain a computerized job cost reporting system conforming to the requirements set forth

herein. The computer program(s) utilized by the Contractor and applicable Subcontractors shall be subject to the review and acceptance by the District. The job cost reporting systems for the Work shall be updated in regular intervals of not more than one (1) calendar month.

8.7.2 Job Cost Reporting System Requirements. The computerized job cost programs utilized by the Contractor and applicable Subcontractors shall conform and comply with generally accepted accounting principles applied in a consistent manner and with recognized and generally accepted construction industry accounting standards, guidelines and procedures. The job cost reporting system format and configuration shall follow the general format of the District approved Cost Breakdown and budgets established for each line item shall be traceable to a bid estimate of costs. The job cost reporting systems utilized by the Contractor and applicable Subcontractors shall be capable of: (i) providing overall cost status on a monthly and cumulative basis; (ii) providing comparative analysis of the original budgeted costs, actual costs, remaining budget, and projected cost of completion; the job cost reporting system shall be capable of providing comparative analysis for individual line items and the totality of the Work reflected in the job cost report and; (ii) tracking adjustments to original budget amounts for Changes to the Work (including, without limitation, issued, pending and potential Change Orders).

8.7.3 Job Cost System Information. Upon request of the District, the Contractor and applicable Subcontractors shall make available written job cost reports and/or provide the District with the electronic files of the then current or requested job cost report. The Contractor's obligations hereunder are material.

ARTICLE 9: CHANGES

9.1 Changes in the Work. The District, at any time, by written order, may make Changes within the general scope of the Work under the Contract Documents or issue additional instructions, require additional Work or direct deletion of Work. The Contractor shall not proceed with any Change involving an increase or decrease in the Contract Price or the Contract Time without prior written authorization from the District. The foregoing notwithstanding, the Contractor shall promptly commence and diligently complete any Change to the Work subject to the District's written authorization issued pursuant to the preceding sentence; the Contractor is not relieved or excused from its obligation to promptly commence and diligently complete any Change subject to the District's written authorization by virtue of the absence or inability of the Contractor and the District to agree upon the extent of any adjustment to the Contract Time or the Contract Price on account of such Change. The issuance of a Change Order pursuant to this Article 9 in connection with any Change authorized by the District under this Article 9.1 is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change authorized by the District hereunder. The District's right to make Changes shall not invalidate the Contract nor relieve the Contractor of any liability or other obligations under the Contract Documents. Any requirement of notice of Changes in the scope of Work to the Surety shall be the responsibility of the Contractor. Changes to the Work depicted or described in the Drawings or the Specifications shall be subject to approval by the DSA. The District may make Changes to bring the Work or the Project into compliance with environmental requirements or standards established by Laws enacted after award of the Contract.

9.2 Construction Change Directive. A Construction Change Directive is a written instrument issued by or on behalf of the District directing a Change to the Work prior to the Contractor and District reaching full agreement on an adjustment of the Contract Time and/or Contract Price on account of such Change. The Contractor shall promptly commence and diligently complete any Change to the Work subject to a Construction Change Directive issued hereunder. The issuance of a Change Order pursuant to this Article 9 in connection with any Construction

Change Directive authorized by the District is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Construction Change Directive. Upon completion of the Work subject to a Construction Change Directive, if the Contractor and District have not agreed on the adjustment of Contract Time and/or Contract Price for such Change, District shall issue a Unilateral Change Order pursuant to this Article 9.

9.3 Oral Order of Change in the Work. Any oral order, direction, instruction, interpretation, or determination from the District or the Architect which in the opinion of the Contractor constitutes a Change to the Work, or otherwise requires an adjustment to the Contract Price or the Contract Time, shall be treated as a Change only if the Contractor gives the Architect, Construction Manager, if any and the Project Inspector written notice within ten (10) days of the order, directions, instructions, interpretation or determination and prior to acting in accordance therewith. Time is of the essence in Contractor's written notice pursuant to the preceding sentence. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such order, direction, instruction, interpretation or determination is the Contractor's waiver of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of such order, direction, instruction, interpretation or determination. The written notice shall state the date, circumstances, extent of adjustment to the Contract Price or the Contract Time, if any, requested, and the source of the order, directions, instructions, interpretation or determination that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such order, direction, instruction, interpretation or determination shall not be treated as a Change and the Contractor waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.4 Contractor Submittal of Data. Within thirty (30) days after receipt of a written order directing a Change in the Work or furnishing the written notice regarding any oral order directing a Change in the Work, the Contractor shall submit to the Architect, Construction Manager, if any, the Project Inspector and the District a detailed written statement setting forth the general nature of the Change, the adjustment to the Contract Price on account thereof, properly itemized and supported by sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Change. No claim or adjustment to the Contract Price or the Contract Time shall be allowed if not asserted by the Contractor in strict conformity herewith or if asserted after Final Payment is made under the Contract Documents.

9.5 Adjustment to Contract Price and Contract Time on Account of Changes to the Work.

9.5.1 Adjustment to Contract Price. Adjustments to the Contract Price due to Changes in the Work shall be determined by application of one of the following methods, in the following order of priority. Costs computed to any of the following methods shall exclude: (i) fees, salaries or other compensation for: field/office supervisory personnel, project engineers, scheduler, estimator, drafting/detailing; (ii) vehicles not directly engaged in performance of a Change; (iii) field/home office expenses, including personnel, materials, supplies, etc.; (iv) on-Site or off-Site trailer, storage costs (whether rented, leased or owned); and (v) except as incorporated into an applicable Prevailing Wage Rate for labor required to complete a Change, insurance (including without limitation, general liability, automobile liability, employer's liability and workers compensation)

9.5.1.1 Mutual Agreement. By negotiation and mutual agreement, on a lump sum basis, between the District and the Contractor on the basis of the estimate of the actual and direct increase or decrease in costs on account of the Change. Upon request of the District, Construction Manager, if any, or the Architect, the Contractor shall provide a detailed estimate of increase or decrease in costs

directly associated with performance of the Change along with cost breakdowns of the components of the Change and supporting data and documentation. The Contractor's estimate of increase or decrease in costs pursuant to the foregoing, if requested, shall be in sufficient detail and in such form as to allow the District, the Project Inspector and the Architect to review and assess the completeness and accuracy thereof. The Contractor shall be solely responsible for any additional costs or additional time arising out of, or related in any manner to, its failure to provide the estimate of costs within the time specified in the request of the District or the Architect for such estimate.

9.5.1.2 Determination by the District. By the District, whether or not negotiations are initiated pursuant to Article 9.5.1.1 above, based upon actual and necessary costs incurred by the Contractor as determined by the District on the basis of the Contractor's records. In the event that the procedure set forth in this Article 9.5.1.2 is utilized to determine the extent of adjustment to the Contract Price on account of Changes to the Work, promptly upon determining the extent of adjustment to the Contract Price, the District shall notify the Contractor in writing of the same; the Contractor is deemed to have accepted the District's determination of the amount of adjustment to the Contract Price on account of a Change to the Work unless Contractor notifies the District, the Architect, Construction Manager, if any and the Project Inspector, in writing, not more than fifteen (15) days from the date of the District's written notice, of any objection to the District's determination. Failure of the Contractor to timely notify the District, the Construction Manager, the Architect and the Project Inspector of Contractor's objections to the District's determination of the extent of adjustment to the Contract Price shall be deemed Contractor's acceptance of the District's determination and a waiver of any right or basis of the Contractor to thereafter protest or otherwise object to the District's determination. Notwithstanding any objection of the Contractor to the District's determination of the extent of any adjustment to the Contract Price pursuant to this Article 9.5.1.2, Contractor shall, pursuant to Article 9.8 below, diligently proceed to perform and complete any such Change.

9.5.1.3 Basis for Adjustment of Contract Price. If Changes in the Work require an adjustment of the Contract Price pursuant to Articles 9.5.1.1 or 9.5.1.2 above, the basis for adjustment of the Contract Price shall be as follows:

9.5.1.3.1 Allowable Labor Costs. Except in the event adjustment of the Contract Price for a District authorized Change is computed by unit prices, the labor costs allowable for incorporation into a Contract Price adjustment for a Change shall be limited as set forth herein.

9.5.1.3.1.1 Limitation to Field Labor and Prevailing Wage Rates. The Contract Price adjustment for labor necessary to complete a Change shall be limited to the laborers of the Contractor or Subcontractors actually and necessarily engaged in the performance of the Change and for which there is a prevailing wage rate classification. Wage rates for laborers shall not exceed the applicable prevailing wage rate in the locality of the Site for the classification(s) of labor necessary to complete a Change. Use of a prevailing wage rate classification which increases the costs of a Change shall not be allowed. Overtime labor charges for performing any part of the Change shall only be allowed if authorized in writing by the Architect, Construction Manager and the District prior to Contractor's performance of the overtime

labor. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted.

9.5.1.3.1.2 Fringe Benefits, Payroll Taxes and Labor Burdens. The Contractor or Subcontractor may adjust the prevailing wage rate for allowable labor costs to reflect fringe benefits, payroll taxes and labor burdens actually incurred by Contractor and provided to such labor directly engaged in performing a Change. The allowable adjustment for fringe benefit payments, payroll taxes and labor burdens shall not, however, exceed fifteen percent (15%) of the applicable prevailing wage rate and shall not be subject to the additional mark-up set forth in Article 9.5.1.3.4 and the Special Conditions.

9.5.1.3.1.3 Excluded Labor Costs. The Contract Price adjustment for labor costs on account of a Change shall exclude costs: (i) for preparing estimate(s) of the costs of the Change; (ii) to maintain records relating to the costs of the Change; (iii) for coordination and assembly of materials and information relating to the Change or performance thereof; (iv) to supervise, coordinate or manage the Work of a Change; or (v) any other general administrative overhead or general conditions costs associated with the Change or performance thereof as such costs are incorporated into the overhead and general conditions mark-up costs set forth in Article 9.5.1.3.4.

9.5.1.3.2 Materials and Equipment. Contractor shall be compensated for the costs of materials and equipment necessarily and actually used or consumed in connection with the performance of Changes. Costs of materials and equipment 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 Changes, they shall be credited to the District. If materials and/or equipment necessarily used in the performance of Changes 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 or equipment. If, in the reasonable opinion of the District, the costs asserted by the Contractor for materials and/or equipment in connection with any Change is excessive, or if the Contractor fails to provide satisfactory evidence of the actual costs of such materials and/or equipment from its supplier or vendor of the same, the costs of such materials and/or equipment and the District's obligation for payment of the same shall be limited to the then lowest wholesale price at which similar materials and/or equipment are available in the quantities required to perform the Change. The District may elect to furnish materials and/or equipment for Changes to the Work, in which event the Contractor shall not be compensated for the costs of furnishing such materials and/or equipment or any mark-up thereon.

9.5.1.3.3 Construction Equipment. Contractor shall be compensated for the actual cost of the necessary and direct use of Construction Equipment in the performance of Changes to the Work. Use of such Construction Equipment in the performance of Changes to the Work shall be compensated in increments of fifteen (15) minutes. Rental time for Construction Equipment moved by its own power shall include time required to move such Construction Equipment to the site of the Work

from the nearest available rental source of the same. If Construction 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 Construction Equipment is used for performance of any portion of the Work other than Changes to the Work. Unless prior approval in writing is obtained by the Contractor from the Architect, Construction Manager, if any, 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. The Contractor shall not be entitled to an allowance or any other compensation for Construction Equipment or tools used in the performance of Changes to the Work where such Construction Equipment or tools have a replacement value of $500.00 or less. Construction Equipment costs claimed by the Contractor in connection with the performance of any Change to the 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, Construction Manager, if any, the Project Inspector and the District, the allowable rate for the use of Construction Equipment in connection with Changes to 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 Construction Equipment operator), and any all other costs incurred by the Contractor incidental to the use of such Construction Equipment.

9.5.1.3.4 Mark-up on Costs of Changes to the Work. In determining the cost to the District and the extent of increase to the Contract Price resulting from a Change adding to the Work, the allowance for mark-ups on the costs of the Change for all overhead (including home office and field overhead), general conditions costs and profit associated with the Change shall not exceed the percentage set forth in the Special Conditions, regardless of the number of Subcontractors, of any tier, performing any portion of any Change to the Work. If a Change to the Work reduces the Contract Price, no profit, general conditions or overhead costs shall be paid by the District to the Contractor for the reduced or deleted Work. In such event, the adjustment to the Contract Price shall be the actual cost reduction realized by the reduced or deleted Work multiplied by the percentage set forth in the Special Conditions for mark-ups on the cost of a Change adding to the scope of the Work.

9.5.1.4 Contractor Maintenance of Records. If the Contractor is directed to perform any Changes to the Work pursuant to Article 9.1, 9.2 or 9.3, or should the Contractor encounter conditions which the Contractor believes to obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records on a daily basis. Such records shall include without limitation hourly records for labor and Construction Equipment and itemized records of materials and equipment used that day in connection with the performance of any Change to the Work. If more than one Change to the Work is performed by the Contractor in a calendar day, Contractor shall maintain separate records of labor, Construction Equipment, materials and equipment for

each such Change. If any Subcontractor provides or performs any portion of a Change to the Work, Contractor shall require that each such Subcontractor maintain records in accordance with this Article. Each daily record maintained hereunder shall be signed by Contractor's Superintendent or Contractor's authorized representative which shall constitute the Contractor's representation and warranty to the District that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect, Construction Manager, if any or the Project Inspector upon request. If the Contractor fails or refuses, for any reason, to maintain or make available for inspection, review and/or reproduction such records and the adjustment to the Contract Price on account of any Change to the Work, the District's reasonable good faith determination of the extent of adjustment to the Contract Price on account of such Change shall be final, conclusive, dispositive and binding upon Contractor. Contractor's obligation to maintain records hereunder is in addition to, and not in lieu of, any other Contractor obligation under the Contract Documents with respect to Changes to the Work.

9.5.2 Adjustment to Contract Time. If any Change to the Work authorized pursuant to this Article 9, the Contract Time affects the critical path of the Work, the Contract Time shall be extended or reduced by Change Order for a period of time commensurate with the time reasonably necessary to perform such Change. The Contractor is solely responsible for submitting scheduling data, analysis and other materials necessary or required by the District to substantiate the Contract Time adjustment requested by the Contractor for a Change. The District is not obligated to consider any adjustment to the Contract Time on account of a Change until the Contractor has submitted such scheduling data, analysis and other materials.

9.5.3 Addition or Deletion of Alternate Bid Item(s). If the Bid Proposal for the Work includes proposal(s) for Alternate Bid Item(s), during Contractor's performance of the Work, the District may elect, pursuant to this Article to add any such Alternate Bid Item(s) if the same did not form a basis for award of the Contract or delete any such Alternate Bid Item(s) if the same formed a basis for award of the Contract. If the District elects to add or delete any such Alternate Bid Item(s) pursuant to the foregoing, the cost or credit for such Alternate Bid Item(s) shall be as set forth in the Contractor's Bid. If any Alternate Bid Item is added or deleted from the Work pursuant to the foregoing, the Contract Time shall be adjusted by the number of days allocated for the added or deleted Alternate Bid Item in the Contract Documents; if days are not allocated for any Alternate Bid Item added or deleted pursuant to the foregoing, the Contract Time shall be equitably adjusted to the extent that the addition or deletion of an Alternate Bid Item actually affects Work on the critical path of the Construction Schedule as of the date upon which an Alternate Bid Item is added to or deleted from the Work..

9.6 Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect on behalf of the District shall be forwarded to the Contractor describing the Change and setting forth the adjustment to the Contract Time and the Contract Price, if any, on account of such Change. All Change Orders shall be in full payment and final settlement of all claims for direct, indirect and consequential costs, costs of delays or impacts related to, or arising out of, items covered and affected by the Change Order, including without limitation: impacts of any kind; preparation and processing of any and all related RFIs, ASIs, Bulletins, FCDs, Quotes, and/or CCDs; inefficiencies; productivity losses; delay; acceleration; field and

home office overhead; and any and all other incidental costs for all of the work described in the Change Order, as well as any and all adjustments to the Contract Time necessitated thereby. Any claim or item relating to any Change incorporated into a Change Order not presented by the Contractor for inclusion in the Change Order shall be deemed waived. The Contractor shall execute the Change Order prepared pursuant to the foregoing; once the Change Order has been prepared and forwarded to the Contractor for execution, without the prior approval of the District which may be granted or withheld in the sole and exclusive discretion of the District, the Contractor shall not modify or amend the form or content of such Change Order, or any portion thereof. The Contractor's attempted or purported modification or amendment of any such Change Order, without the prior approval of the District, shall not be binding upon the District; any such unapproved modification or amendment to such Change Order shall be null, void and unenforceable. Unless otherwise expressly provided for in the Contract Documents or in the Change Order, any Change Order issued hereunder shall be binding upon the District only upon action of the District's Board of Education approving and ratifying such Change Order. In the event of any amendment or modification made by the Contractor to a Change Order for which there is no prior approval by the District, in accordance with the provisions of this Article 9.6, unless otherwise expressly stated in its approval and ratification of such Change Order, any action of the Board of Education to approve and ratify such Change Order shall be deemed to be limited to the Change Order as prepared by the Architect; such approval and ratification of such Change Order shall not be deemed the District's approval and ratification of any unapproved amendment or modification by the Contractor to such Change Order.

9.7 Unilateral Change Orders. A Unilateral Change Order is a Change Order issued by the District, in the sole and exclusive discretion of the District, before the Contractor and District have agreed on the extent of adjustment of the Contract Time or the Contract Price relating to a Change. The District may, in its sole reasonable discretion, issue a Unilateral Change Order for any Change to the Work authorized by the District when the Contractor and the District have been unable to reach mutual agreement as to the extent of any adjustment to the Contract Price or Contract Time on account of such Change. If the District elects to issue a Unilateral Change Order, the District shall forward to the Contractor a copy of the proposed Unilateral Change Order (for the Contractor's information) at least ten (10) days prior to the date of the Board of Education' meeting to review and consider approval of the Unilateral Change Order. Any Unilateral Change Order issued hereunder shall be binding upon the District and Contractor only if the District's Board of Education' takes action to approve or ratify the Unilateral Change Order. Any and all claims by the Contractor arising out of such Unilateral Change Order, and/or the Change giving rise to such Unilateral Change Order, shall accrue as of the date of the Board of Education' action approving or ratifying a Unilateral Change Order and shall be subject to the claim provisions set forth in Article 16.11. Notwithstanding any provision of the Contract Documents to the contrary, an express condition precedent to the Contractor's exercise of rights and remedies under Article 16.11 relating to a Unilateral Change Order, is the Contractor notification to the District, Architect and Construction Manager, if any, in writing of the Contractor's objections to all or any portion of a Unilateral Change Order within ten (10) days after the date of the Board of Education meeting ratifying or approving a Unilateral Change Order; failure of the Contractor to do so is deemed the Contractor's acceptance of the entirety of a Unilateral Change Order, as approved or ratified by the District's Board of Education and an express unequivocal waiver by the Contractor of any right or remedy of the Contractor, under the Contract Documents or the Laws to: (i) object to the Unilateral Change Order or any portion thereof; or (ii) further adjustment of the Contract Time or the Contract Price on account of the Change(s) incorporated into a Unilateral Change Order.

9.8 Contractor Notice of Changes. If the Contractor claims that any instruction, request, RFI, FCD, ASI, Bulletin, the Drawings, the Specifications, action, condition, omission, default, or other

situation obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Construction Manager, if any, the Project Inspector and the Architect, in writing, of such claim within ten (10) days from the date of its actual or constructive notice of the factual basis supporting the same. The District shall consider any such claim of the Contractor only if sufficient supporting documentation is submitted with the Contractor's notice to the Project Inspector and the Architect. Time is of the essence in Contractor's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to the address such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice (with sufficient supporting documentation to permit the District's review and evaluation) within ten (10) days of its actual or constructive knowledge of any instruction, request, Drawings, Specifications, action, condition, omission, default or other situation for which the Contractor believes there should an adjustment of the Contract Time or the Contract Price shall be deemed Contractor's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of any such instruction, request, Drawings, Specifications, action, condition, omission, default or other situation. In the event that the District determines that the Contract Price or the Contract Time are subject to adjustment based upon the events, circumstances and supporting documentation submitted with the Contractor's written notice under this Article 9.8, any such adjustment shall be determined in accordance with the provisions of Articles 9.5.1 and 9.5.2.

9.9 Disputed Changes. If there is any dispute or disagreement between the Contractor and the District regarding the characterization of any item as a Change to the Work or as to the appropriate adjustment of the Contract Price or the Contract Time on account thereof, the Contractor shall promptly proceed with the performance and completion of such item of the Work, subject to a subsequent resolution of such dispute or disagreement in accordance with the terms of the Contract Documents. The Contractor's failure or refusal to so proceed with such Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

9.10 Emergencies. In an emergency affecting or threatening the safety of persons, or which affects or threatens the Work, or property, the Contractor, without special instruction or prior authorization from the District, Construction Manager or the Architect, is permitted to act at its discretion to prevent such threatened loss or injury. Any compensation claimed by the Contractor on account of such emergency work shall be submitted and determined in accordance with this Article 9.

9.11 Minor Changes in the Work. The Architect may order minor Changes in the Work not involving an adjustment in the Contract Price or the Contract Time and not inconsistent with the intent of the Contract Documents. Such Changes shall be effected by written order and shall be binding on the District and the Contractor. The Contractor shall carry out such orders promptly.

9.12 Unauthorized Changes. Any Work beyond the lines and grades shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect, Construction Manager and the Project Inspector in the manner and within the time set forth in Articles 9.2 or 9.7 shall be considered unauthorized and at the sole expense of the Contractor. Work so done will not be measured or paid for, no extension to the Contract Time will be granted on account thereof and any such Work may be ordered removed at the Contractor's sole cost and expense. The failure of the District to direct or order removal of such Work shall not constitute acceptance or approval of such Work nor relieve the Contractor from

any liability on account thereof.

ARTICLE 10: SEPARATE CONTRACTORS

10.1 District's Right to Award Separate Contracts. The District reserves the right to perform construction or operations related to the Project with the District's own forces or to award separate contracts in connection with other portions of the Project or other construction or operations at or about the Site. If the Contractor claims that delay or additional cost is involved because of such action by the District, the Contractor shall seek an adjustment to the Contract Price or the Contract Time as provided for in the Contract Documents. Failure of the Contractor to request such an adjustment of the Contract Time or the Contract Price in strict conformity with the provisions of the Contract Documents applicable thereto shall be deemed a waiver of the same.

10.2 District's Coordination of Separate Contractors. The District shall provide for coordination of the activities of the District's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the District in reviewing their respective Construction Schedules when directed to do so. The Contractor shall make any revisions to the Approved Construction Schedule for the Work hereunder deemed necessary after a joint review and mutual agreement. The Construction Schedules shall then constitute the Construction Schedules to be used by the Contractor, separate contractors and the District until subsequently revised.

10.3 Mutual Responsibility. The Contractor shall afford the District and separate contractors of the District reasonable opportunity for storage of their materials and equipment and performance of their activities at the Site and shall connect and coordinate the Contractor's Work, construction and operations with theirs as required by the Contract Documents.

10.4 Discrepancies or Defects. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the District or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect, Construction Manager, if any and the Project Inspector any discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results of the Contractor's Work. Failure of the Contractor to so report shall constitute an acknowledgment that the District's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discoverable by the Contractor's reasonable diligence.

10.5 District's Right to Withhold for Delay to Separate Contractors

10.5.1 Progress of Work. Unless caused by the District, Architect, Construction Manager, Project Inspector, or separate contractor, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment, tools and/or services to maintain progress of the Work in accordance with the then current Construction Schedule thereby delaying the Work of separate contractor(s), the District may, after forty-eight (48) hours advance written notice from the District to the Contractor of its failure or refusal, direct, instruct and authorize the separate contractor(s) to furnish or cause to be furnished such materials, labor, equipment, tools and/or services necessary to maintain progress of the Work in accordance with the then current Construction Schedule.

10.5.2 District's Right to Withhold. If the work of a separate contractor to the District on the Project is delayed by the acts or omissions of the Contractor, any and all costs, expenses, and/or other charges incurred by the District for the work of such separate

contractor(s) resulting from such acts or omissions of the Contractor shall be the sole responsibility of, and be borne by, the Contractor, and the District may deduct the amount of any and all such costs, expenses, and/or other charges from the Contract Price then or thereafter due the Contractor. If the Contract Price then or thereafter due the Contractor is insufficient to cover such amounts, the Contractor and the Performance Bond Surety shall be jointly and severally liable to the District for such amounts in excess of the Contract Price, provided that the liability of the Performance Bond Surety shall be limited to the penal sum of the Performance Bond. The assessment and/or withholding of the amount of such costs, expenses, and/or other charges shall be in addition to, and not in lieu of, any liquidated damages assessed and/or withheld from Contractor under Article 7.5 hereof.

10.5.3 Non-exclusive Remedy. The District's exercise of rights pursuant to the foregoing shall not be deemed a waiver or limitation of any other right or remedy of the District under the Contract Documents, or arising by operation of the Laws.

ARTICLE 11: TESTS AND INSPECTIONS

11.1 Tests; Inspections; Observations.

11.1.1 Contractor's Notice. If the Contract Documents, the Laws or any public authority with jurisdiction over the Work requires the Work, or any portion thereof, to be specially tested, inspected or approved, the Contractor shall give the Architect, the Construction Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) business days prior to the time for the conducting of such test, inspection or observation. The Contractor shall not cover up any portion of the Work subject to tests, inspections or observations prior to the completion and satisfaction of the requirements of such test, inspection or observation. If any portion of the Work subject to tests, inspection or approval is covered up by Contractor prior to completion and satisfaction of the requirements of such tests, inspection or approval, Contractor shall be responsible for the uncovering of such portion of the Work as is necessary for performing such tests, inspection or approval without adjustment of the Contract Price or the Contract Time on account thereof.

11.1.2 Cost of Tests and Inspections. The District will pay for fees, costs and expenses for the initial tests/inspections of materials/equipment which are conducted at the Site or locations within a one hundred (100) mile radius of the Site. All fees, costs or expenses for subsequent tests/inspections or for tests/inspections conducted at a location more than a one hundred (100) mile radius from the Site (including without limitation, travel and travel-related expenses) shall be borne solely and exclusively by the Contractor. The foregoing notwithstanding, if the portion(s) of the Work subject to tests/inspections is/are not ready for such test/inspection at the time indicated in the Contractor's notice under Article 11.1.1 or if upon completion of such test/inspection, the portion(s) of the Work subject to such test/inspection do not meet or exceed the minimum requirements of such test/inspection, the Contractor shall be solely responsible for the payment of all fees, costs or expenses arising out of or related in any manner to subsequent tests/inspections of such portion(s) of the Work, and resulting delays, disruptions or other impacts to completion of the Project. Further, notwithstanding the District's payment of fees, costs or expenses for conducting initial tests/inspections, if any actions or failures to act of the Contractor or person or entity providing or performing Work under the direction or control of the Contractor require tests/inspections to be conducted over a period of more than eight (8) hours per day by any single person or on weekends/holidays, the Contractor shall be solely responsible for the payment of fees, costs or expenses which result from test/inspection services which exceed eight (8) hours per day by any single person or on weekends/holidays.

11.1.3 Testing/Inspection Laboratory. The District shall select duly qualified person(s)

or testing laboratory(ies) to conduct the tests and inspections to be paid for by the District and required by the Contract Documents. All such tests and inspections shall be in conformity with the Laws, including without limitation, Title 24 of the California Code of Regulations. Where inspection or testing is to be conducted by an independent laboratory or testing agency, materials or samples thereof shall be selected by the laboratory, testing agency, the Project Inspector, the Construction Manager or the Architect and not by the Contractor.

11.1.4 Additional Tests, Inspections and Approvals. If the Architect, the Construction Manager, the Project Inspector or public authorities having jurisdiction over the Work determine that portions of the Work require additional testing, inspection or approval, the Architect or Construction Manager, if any will, upon written authorization from the District, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the District, and the Contractor shall give timely notice to the Architect, the Construction Manager and the Project Inspector of when and where tests and inspections are to be made so the Project Inspector and the Architect may observe such procedures. The District shall bear the costs of such additional tests, inspections or approvals, except to the extent that such additional tests, inspections or approvals reveal any failure of the Work to comply with the requirements of the Contract Documents, in which case the Contractor shall bear all costs made necessary by such failures, including without limitation, the costs of corrections, repeat tests, inspections or approvals and the fees of the Architect, Construction Manager, if any, and the Project Inspector in connection therewith.

11.2 Delivery of Certificates. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

11.3 Timeliness of Tests, Inspections and Approvals. Tests or inspections required and conducted pursuant to the Contract Documents shall be made or arranged by Contractor to avoid delay in the progress of the Work.

ARTICLE 12: UNCOVERING AND CORRECTION OF WORK

12.1 Inspection of the Work.

12.1.1 Access to the Work. All Work and all materials and equipment forming a part of the Work or incorporated into the Work are subject to inspection by the District, the Construction Manager, the Architect and the Project Inspector for conformity with the Contract Documents. The Contractor shall, at its cost and without adjustment to the Contract Price or the Contract Time, furnish any facilities necessary for sufficient and safe access to the Work for purposes of inspection by the District, the Construction Manager, the Architect, the Project Inspector, DSA or any other public or quasi-public authority with jurisdiction over the Work or any portion thereof.

12.1.2 Limitations Upon Inspections. Inspections, tests, measurements, or other acts of the Architect and the Project Inspector hereunder are for the sole purpose of assisting them in determining that the Work, materials, equipment, progress of the Work, and quantities generally comply and conform to the requirements of the Contract Documents. These acts or functions shall not relieve the Contractor from performing the Work in full compliance with the Contract Documents. No inspection by the Architect or the Project Inspector shall constitute or imply acceptance of Work inspected. Inspection of the Work hereunder is in addition to, and not in lieu of, any other testing, inspections or approvals of the Work required under the Contract Documents.

12.2 Uncovering of Work. If any portion of the Work is covered contrary to the request of the

Architect, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect or the Project Inspector, be uncovered for observation by the Architect and the Project Inspector and be replaced at the Contractor's expense without adjustment of the Contract Time or the Contract Price.

12.3 Rejection of Work. Prior to the District's Final Acceptance of the Work, any Work or materials or equipment forming a part of the Work or incorporated into the Work which constitutes Defective or Non-Conforming Work may be rejected by the District, the Construction Manager the Architect or the Project Inspector and the Contractor shall correct such rejected Work without any adjustment to the Contract Price or the Contract Time, even if the Work, materials or equipment have been previously inspected by the Architect or the Project Inspector or even if they failed to observe the Defective or Non-Conforming nature of the Work, materials or equipment.

12.4 Correction of Work. The Contractor shall promptly correct any Defective or Non-Conforming Work whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear all costs of correcting Defective or Non-Conforming Work, including additional testing and inspections and compensation for the Architect's services and expenses made necessary thereby. The Contractor shall bear all costs of correcting destroyed or damaged construction, whether completed or partially completed, of the District or separate contractors, caused by the Contractor's correction or removal of Defective or Non-Conforming Work.

12.5 Removal of Non-Conforming or Defective Work. The Contractor shall, at its sole cost and expense, remove from the Site all Defective or Non-Conforming Work which are neither corrected by the Contractor nor accepted by the District.

12.6 Failure of Contractor to Correct Work. If the Contractor fails to commence to correct Defective or Non-Conforming Work within three (3) days of notice of such condition and promptly thereafter complete the same within a reasonable time, the District may correct it in accordance with the Contract Documents. If the Contractor does not proceed with correction of such Defective or Non-Conforming Work within the time fixed herein, the District may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage after written notice, the District may sell such materials or equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including without limitation compensation for the Architect's services, attorney's fees and other expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Price shall be reduced by the deficiency. If payments of the Contract Price then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and the Surety shall be jointly and severally liable to the District for any such excess amount.

12.7 Acceptance of Defective or Non-Conforming Work. The District may, in its sole and exclusive discretion, elect to accept Defective or Non-Conforming Work in lieu of requiring its removal and correction, in which case the Contract Price shall be reduced as appropriate and equitable. The District's determination of the extent of reduction of the Contract Price on account of Defective or Non-Conforming Work accepted by the District shall be binding, conclusive, dispositive and not subject to appeal or other dispute resolution procedures, unless such determination is manifestly unreasonable.

ARTICLE 13: WARRANTIES

13.1 Workmanship and Materials. The Contractor warrants to the District that: (i) the Work and all materials and equipment incorporated therein conform to requirements of the Contract Documents; (ii) all materials and equipment incorporated into the Work are new, of good quality and of the most suitable grade and quality for the purpose intended, unless otherwise specified in the Contract Documents; and (iii) all Work and workmanship is of good quality, free from faults and defects and in conformity with the requirements of the Contract Documents. If required by the Architect, Project Inspector, Construction Manager or the District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment incorporated into the Work. Any Work or portion thereof not conforming to these requirements, including substitutions or alternatives not properly approved in accordance with the Contract Documents may be deemed Defective or Non-Conforming. Where there is an approved substitution of, or alternative to, material or equipment specified in the Contract Documents, the Contractor warrants to the District that such installation, construction, material, or equipment will equally perform the function and have the quality of the originally specified material or equipment. The Contractor expressly warrants the merchantability, the fitness for use, and quality of all substitute or alternative items in addition to any warranty given by the manufacturer or supplier of such item. The obligations of the Contractor hereunder are in addition to, and not in lieu of, any other obligations imposed by any special guarantee or warranty required by the Contract Documents, guarantees or warranties provided by any manufacturer of any item or equipment forming a part of, or incorporated into the Work, or otherwise recognized, prescribed or imposed by the Laws.

13.2 Warranty Work. If, within one (1) year after the date of Final Acceptance, or such other time frame set forth elsewhere in the Contract Documents, any of the Work is found to be defective or not in accordance with the requirements of the Contract Documents, or otherwise contrary to the warranties contained in the Contract Documents, the Contractor shall commence all necessary corrective action not more than seven (7) days after receipt of a written notice from the District to do so, and to thereafter diligently complete the same. If the Contractor fails or refuses to commence correction of any such item within said seven (7) day period or to diligently prosecute such corrective actions to completion, the District may, without further notice to Contractor, cause such corrective Work to be performed and completed. In such event, Contractor and Contractor's Performance Bond Surety shall be responsible for all costs in connection with such corrective Work, including without limitation, general administrative overhead costs of the District in securing and overseeing such corrective Work. Nothing contained herein shall be construed to establish a period of limitation with respect to any obligation of the Contractor under the Contract Documents. 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.

13.3 Guarantee. Upon completion of the Work, Contractor shall execute and deliver to the District the form of Guarantee (Attachment D to Special Conditions). The Contractor's execution and delivery of the form of Guarantee is an express condition precedent to any obligation of the District to disburse the Final Payment to the Contractor and any right of the Contractor to Final Payment.

13.4 Survival of Warranties; Surety Obligations. The Contractor's warranty obligations hereunder shall survive the Contractor's completion of Work under the Contract Documents, the District's Final Acceptance or the termination of the Contract. The obligations of the Surety issuing the Performance Bond shall include assumption and discharge of the Contractor's warranty obligations if the Contractor fails or refuses to perform its warranty obligations

hereunder in strict conformity herewith.

ARTICLE 14: SUSPENSION OF WORK

14.1 District's Right to Suspend Work. The District may, without cause, and without invalidating or terminating the Contract, order the Contractor, in writing, to suspend, delay or interrupt the Work in whole or in part for such period of time as the District may determine. The Contractor shall resume and complete the Work suspended by the District in accordance with the District's directive, whether issued at the time of the directive suspending the Work or subsequent thereto.

14.2 Adjustments to Contract Price and Contract Time. In the event the District shall order suspension of the Work, an adjustment shall be made to the Contract Price for increases in the direct cost of performance of the Work of the Contract Documents, actually caused by suspension, delay or interruption ordered by the District; provided however that no adjustment of the Contract Price shall be made to the extent: (i) that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible under the Contract Documents; or (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents. The foregoing notwithstanding, any such adjustment of the Contract Price shall not include any adjustment to increase the Contractor's overhead, general administrative costs or profit, all of which will remain as reflected in the Cost Breakdown submitted by the Contractor pursuant to the Contract Documents. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

ARTICLE 15: TERMINATION

15.1 Termination for Cause.

15.1.1 District's Right to Terminate. The District may terminate the Contract upon the occurrence of any one or more of the following events of the Contractor's default: (i) if the Contractor refuses or fails to prosecute the Work with diligence as will insure Substantial Completion of the Work within the Contract Time, or if the Contractor fails to substantially Complete the Work within the Contract Time; (ii) if the Contractor becomes bankrupt or insolvent, or makes a general assignment for the benefit of creditors, or if the Contractor or a third party files a petition to reorganize or for protection under any bankruptcy or similar laws, or if a trustee or receiver is appointed for the Contractor or for any of the Contractor's property on account of the Contractor's insolvency, and the Contractor or its successor in interest does not provide adequate assurance of future performance in accordance with the Contract Documents within ten (10) days of receipt of a request for such assurance from the District; (iii) if the Contractor repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment; (iv) if the Contractor repeatedly fails to make prompt payments to any Subcontractor, of any tier, or Material Suppliers or others for labor, materials or equipment; (v) if the Contractor disregards the Laws or requirements of any public entity having jurisdiction over any portion of the Work; (iv) if the Contractor disregards proper directives of the Architect, the Construction Manager, the Project Inspector or District; (vii) Defective/Non-Conforming Work which the Contractor neglects or refuses to correct; or (viii) if the Contractor otherwise violates any provisions or requirements of the Contract Documents. Once the District determines that sufficient cause exists to justify the action, the District may terminate the Contract without prejudice to any other right or remedy the District may have, after giving the Contractor and the Surety at least seven (7) days advance written notice of the effective date of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause for the termination without waiving the District's right to terminate the Contract, or otherwise waiving, restricting or limiting any other right or remedy of the District under the Contract Documents or the Laws.

15.1.2 District's Rights Upon Termination. If the Contract is terminated pursuant to this Article 15.1, the District may take over the Work and prosecute it to completion, by contract or otherwise, and may exclude the Contractor from the site. The District may take possession of the Work and of all of the Contractor's tools, appliances, construction equipment, machinery, materials, and plant which may be on or about the Site, and use the same to the full extent they could be used by the Contractor without liability to the Contractor. In exercising the District's right to prosecute the completion of the Work, the District may also take possession of all materials and equipment at or about the Site or for which the District has paid the Contractor but which are stored elsewhere, and finish the Work as the District deems expedient. In exercising the District's right to prosecute the completion of the Work, the District shall have the right to exercise its sole discretion as to the manner, methods, and reasonableness of the costs of completing the Work and the District shall not be required to obtain the lowest price for completion of the Work. If the District takes bids for remedial Work or completion of the Work, the Contractor shall not be eligible for the award of such contract(s).

15.1.3 Completion by the Surety. If the Contract is terminated pursuant to this Article 15.1, the District may demand that the Surety take over and complete the Work. The District may require that in so doing, the Surety not utilize the Contractor in performing and completing the Work. Upon the failure or refusal of the Surety to take over and begin completion of the Work within twenty (20) days after demand therefor, the District may take over the Work and prosecute it to completion as provided for above.

15.1.4 Assignment and Assumption of Subcontracts. The District shall, in its sole and exclusive discretion, have the option of requiring any Subcontractor or Material Supplier to perform in accordance with its Subcontract or Purchase Order with the Contractor and assign the Subcontract or Purchase Order to the District or such other person or entity selected by the District to complete the Work.

15.1.5 Costs of Completion. In the event of termination under this Article 15.1, the Contractor shall not be entitled to receive any further payment of the Contract Price until the Work is completed. If the unpaid balance of the Contract Price as of the date of termination exceeds the District's direct and indirect costs and expenses for completing the Work, including without limitation, attorneys' fees, fees for additional professional and consultant services, and the District's administrative costs, such excess shall be used to pay the Contractor for the cost of the Work performed prior to the effective date of termination with a reasonable allowance for overhead and profit. If the District's costs and expenses to complete the Work exceed the unpaid Contract Price, the Contractor and Surety are jointly and severally liable for payment of such difference to the District.

15.1.6 Contractor Responsibility for Damages. The Contractor and the Surety shall be jointly and severally liable for all damage sustained by the District resulting from, in any manner, the termination of Contract under this Article 15.1, including without limitation, attorneys' fees, and for all costs necessary for repair and completion of the Work exceeding the Contract Price.

15.1.7 Conversion to Termination for Convenience. In the event the Contract is terminated under this Article 15.1, and it is determined, for any reason, that the Contractor was not in default under the provisions hereof, the termination shall be deemed a Termination for Convenience of the District and thereupon, the rights and obligations of the District and the Contractor shall be determined in accordance with Article 15.2 hereof.

15.1.8 District's Rights Cumulative. In the event the Contract is terminated pursuant to this Article 15.1, the termination shall not affect or limit any rights or remedies of the District against the Contractor or the Surety. The rights and remedies of the District under this Article 15.1 are in addition to, and not in lieu of, any other rights and remedies provided by the Laws or under the Contract Documents. Any retention or payment of

monies to the Contractor by the District shall not be deemed to release the Contractor or the Surety from any liability hereunder.

15.2 Termination for Convenience of the District. The District may at any time, in its sole and exclusive discretion, by written notice to the Contractor, terminate the Contract in whole or in part when it is in the interest of, or for the convenience of, the District. In such case, the Contractor shall be entitled to payment for: (i) Work actually performed and in place as of the effective date of such termination for convenience of the District, with a reasonable allowance for profit and overhead on such Work, and (ii) reasonable termination expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the site of the Work but not yet incorporated into the Work, provided that such payments exclusive of termination expenses shall not exceed the total Contract Price as reduced by payments previously made to the Contractor and as further reduced by the value of the Work as not yet completed. The Contractor shall not be entitled to profit and overhead on Work which was not performed as of the effective date of the termination for convenience of the District. The District may, in its sole discretion, elect to have Subcontracts assigned pursuant to Article 15.1.4 above after exercising the right hereunder to terminate for the District's convenience.

ARTICLE 16: MISCELLANEOUS

16.1 Governing Law. This Contract shall be governed by and interpreted in accordance with the laws of the State of California.

16.2 Marginal Headings; Interpretation. The titles of the various Articles of these General Conditions and elsewhere in the Contract Documents are used for convenience of reference only and are not intended to, and shall in no way, enlarge or diminish the rights or obligations of the District or the Contractor and shall have no effect upon the construction or interpretation of the Contract Documents. The Contract Documents shall be construed as a whole in accordance with their fair meaning and not strictly for or against the District or the Contractor.

16.3 Successors and Assigns. Except as otherwise expressly provided in the Contract Documents, all terms, conditions and covenants of the Contract Documents shall be binding upon, and shall inure to the benefit of the District and the Contractor and their respective heirs, representatives, successors-in-interest and assigns.

16.4 Cumulative Rights and Remedies; No Waiver. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not in lieu of or otherwise a limitation or restriction of duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the District shall constitute a waiver of a right or remedy afforded it under the Contract Documents or at law nor shall such an action or failure to act constitute approval of or acquiescence in a breach hereunder, except as may be specifically agreed in writing.

16.5 Severability. If any provision of the Contract Documents is deemed illegal, invalid, unenforceable and/or void, by a court or any other governmental agency of competent jurisdiction, such provision shall be deemed to be severed and deleted from the Contract Documents, but all remaining provisions hereof, shall in all other respects, continue in full force and effect.

16.6 No Assignment by Contractor. The Contractor shall not sublet or assign the Contract, or any portion thereof, or any monies due thereunder, without the express prior written consent

and approval of the District, which approval may be withheld in the sole and exclusive discretion of the District. The District's approval to such assignment shall be upon such terms and conditions as determined by the District in its sole and exclusive discretion.

16.7 Gender and Number. Whenever the context of the Contract Documents so require, the neuter gender shall include the feminine and masculine, the masculine gender shall include the feminine and neuter, the singular number shall include the plural and the plural number shall include the singular.

16.8 Independent Contractor Status. In performing its obligations under the Contract Documents, the Contractor is an independent contractor to the District and not an agent or employee of the District.

16.9 Notices. Except as otherwise expressly provided for in the Contract Documents, all notices which the District or the Contractor may be required, or may desire, to serve on the other, shall be effective only if delivered by personal delivery or by postage prepaid, First Class Certified Return Receipt Requested United States Mail, addressed to the District or the Contractor at their respective address set forth in the Contract Documents, or such other address(es) as either the District or the Contractor may designate from time to time by written notice to the other in conformity with the provisions hereof. In the event of personal delivery, such notices shall be deemed effective upon delivery, provided that such personal delivery requires a signed receipt by the recipient acknowledging delivery of the same. In the event of mailed notices, such notice shall be deemed effective on the third working day after deposit in the mail.

16.10 Disputes; Continuation of Work. Notwithstanding any claim, dispute or other disagreement between the District and the Contractor regarding performance under the Contract Documents, the scope of Work thereunder, or any other matter arising out of or related to, in any manner, the Contract Documents, the Contractor shall proceed diligently with performance of the Work in accordance with the District's written direction, pending any final determination or decision regarding any such claim, dispute or disagreement.

16.11 Dispute/Claims Resolution.

16.11.1 Public Contract Code §9204 Claims Resolution Procedures. Claims of the Contractor are subject to the non-binding dispute resolution procedures set forth in Public Contract Code §9204 ("Section 9204") provided, however, that the Contractor's initiation of Section 9204 procedures is expressly subject to the Contractor's prior full and timely compliance with requirements and procedures of the Contract Documents relating to procedures for resolution of claims, change orders, disputes and other matters in controversy under the Contract Documents.

16.11.1.1 Claim Defined. The term "Claim" shall be as defined in Section 9204.

16.11.1.2 Claim Documentation. The Contractor shall furnish reasonable documentation to support each Claim. "Reasonable documentation" includes, without limitation: (i) contractual and legal basis establishing Claim entitlement or merit; (ii) factual basis establishing District liability for the Claim; (iii) detailed breakdown of labor, materials, equipment and other costs included in the Claim; and (iv) detailed basis, including Construction Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.11.1.3 District Claim Review Statement. Within forty five (45) days (or such other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the District will conduct a reasonable review of the Claim and provide the Contractor with a written statement identifying the disputed and undisputed portions of the Claim ("Claim Review Statement"). If the District does not provide the Contractor with the Claim Review Statement for any Claim within forty five (45) days (or other time mutually agreed to by the District and the Contractor) after receipt of a properly submitted and properly documented Claim, the Claim is deemed rejected in its entirety and thereupon, the Contractor may initiate the Meet and Confer process described below. A Claim deemed rejected pursuant to the foregoing does not constitute an adverse finding of Claim merit or the Contractor's responsibility or qualifications. If the Claim Review Statement identifies any undisputed portion of a Claim ("Undisputed Claim") and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after the issuance date of the Claim Review Statement.

16.11.1.4 Meet and Confer.

16.11.1.4.1 Meet and Confer Demand. If the Contractor disputes any portion of the Claim Review Statement, or if a Claim is deemed rejected by the District not providing the Contractor with the Claim Review Statement within the time permitted under Section 9204, the Contractor may demand an informal conference to meet and confer with the District for settlement of the issues in dispute ("Meet and Confer"). The Contractor's Meet and Confer request must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; and (iii) within ten (10) days after the Claim Review Statement is submitted to the Contractor or within ten (10) days after the date the Claim is deemed rejected, as applicable. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to request the Meet and Confer and the Non-Binding Mediation procedures under Section 9204. If the Contractor strictly complies with the foregoing, the District will schedule the Meet and Confer conference within thirty (30) days of the Contractor's Meet and Confer request for settlement of disputed portions of the Claim Review Statement.

16.11.1.4.2 Meet and Confer Statement. Within ten (10) business days after conclusion of the Meet and Confer conference, if any portion of a Claim remains disputed, the District shall provide the Contractor a written statement identifying the disputed and undisputed portions of the Claim ("Meet and Confer Statement"). If the Meet and Confer Statement identifies any Undisputed Claim and payment is due from the District on the Undisputed Claim, the District shall process and make payment on the Undisputed Claim within sixty (60) days after date the Meet and Confer Statement is issued.

16.11.1.5 Non-Binding Mediation.

16.11.1.5.1 Contractor Initiation. The Contractor may request nonbinding mediation ("Mediation") of disputed portions of a Claim identified in the Meet and Confer Statement. The Contractor's Mediation demand must be submitted to the District: (i) in writing; (ii) by registered mail or certified mail, return receipt requested; (iii) within ten (10) days after the Meet and Confer Statement is submitted to the Contractor; and (iv) with specific identification of the disputed Claims issues subject to Mediation. Failure of the Contractor to strictly comply with the foregoing is deemed a waiver of the Contractor's right to demand Mediation procedures under Section 9204.

16.11.1.5.2 Mediator Selection. The District and Contractor shall mutually agree to a mediator within ten (10) business days after the date of the Contractor's demand for Mediation. If the District and Contractor do not mutually agree to a mediator, the District and Contractor shall each select a mediator and the District/Contractor selected mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim.

16.11.1.5.3 Mediation Procedures. 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 District and Contractor in dispute resolution through negotiation or by issuance of an evaluation.

16.11.1.5.4 Mediation Costs. All costs, fees and expenses of the mediator(s) and mediation administration shall be shared equally by the District and Contractor. The foregoing notwithstanding, the Contractor and District shall each bear the costs, fees and expenses of their own attorneys, experts and consultants.

16.11.1.5.5 Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

16.11.1.5.6 Waiver. The District and Contractor may mutually agree to waive, in writing, Mediation under Section 9204 and subject to the Contractor's compliance with Government Code Claim requirements, proceed directly to commencement of a civil action or binding arbitration.

16.11.1.6 Payments of Undisputed Claims. If a payment due from the District for Undisputed Claims identified in the Claim Review Statement or the Meet and Confer Statement issued for a Claim is not made within the time established under Section 9204 the overdue portion of such payment shall bear interest at the rate of seven percent (7%) per annum from the date due. The District's credit application of any amount due for an Undisputed Claim against amounts due from the Contractor under the Contract Documents shall be deemed payment of the Undisputed Claim.

16.11.1.7 Subcontractor Claims.

16.11.1.7.1 Subcontractor Claim Submittal. If a Subcontractor, of any tier (collectively "Subcontractor") lacks legal standing to assert a Claim against the District because privity of contract does not

exist, the Contractor may present the District a Claim on behalf of the Subcontractor ("Subcontractor Claim"). Each Subcontractor requesting submittal of a Subcontractor Claim to the District shall furnish reasonable documentation to support the Subcontractor Claim. Within forty-five (45) days of receipt of a Subcontractor's written request to submit a Subcontractor Claim, the Contractor shall notify the Subcontractor in writing as to whether the Contractor presented the Subcontractor Claim to the District. If the Contractor did not present the Subcontractor Claim, the Contractor shall provide the Subcontractor with a statement of the reasons for not having done so.

16.11.1.7.2 Contractor Certification of Subcontractor Claim. The District's review of Subcontractor Claims is expressly subject to the Contractor's submittal of a duly completed and executed form of Contractor Certification of Subcontractor Claim certifying that the Contractor has thoroughly reviewed the Subcontractor Claim and based on the Contractor's review, certify that: (i) the Subcontractor Claim is made by the Subcontractor in good faith; (ii) the Subcontractor Claim is supported by reasonable documentation establishing entitlement to the relief requested and District liability therefor; and (iii) the Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq). The form of Contractor Certification of Subcontractor Claim is included in the Contract Documents.

16.11.1.7.3 District Review of Subcontractor Claim. Subcontractor Claims presented by the Contractor to the District are subject to the Section 9204 non-binding dispute resolution procedures set forth above, as modified herein. Requests for the District to conduct Meet and Confer and/or non-binding mediation procedures must be submitted jointly by the Contractor and the Subcontractor submitting the Subcontractor Claim. If Mediation proceedings are initiated in connection with a Subcontractor Claim, mediator and mediation administration fees and costs shall be borne equally by the District, Contractor and Subcontractor.

16.11.1.7.4 Disputed Subcontractor Claims. Subcontractor Claims which are not fully resolved by the Section 9204 non-binding dispute resolution procedures shall be resolved by Section 20104.4 Dispute Resolution Procedures or binding arbitration, as applicable. Commencement of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings in connection with any Subcontractor Claim is subject to compliance with Government Code Claims requirements.

16.11.2 Government Code Claim Requirements. Pursuant to Government Code §930.6, any claim, demand, dispute, disagreement or other matter in controversy asserted by the Contractor, whether on behalf of itself or a Subcontractor, against the District for money or damages, including without limitation Claims or portions thereof remaining in dispute after completion of the Section 9204 non-binding dispute resolution procedures described above are deemed a "suit for money or

damages" and shall be subject to the provisions of Government Code §§945.4, 945.6 and 946 ("Government Code Claims Process"). An express condition precedent to the Contractor's initiation of Section 20104.4 Dispute Resolution Procedures or binding arbitration proceedings pursuant to the following is the Contractor's compliance with the Government Code Clams Process, including without limitation, presentation of the claim, demand, dispute, disagreement or other matter in controversy between the Contractor and the District seeking money or damages to the District and acted upon or deemed rejected by the District in accordance with Government Code §900, et seq.

16.11.3 Section 20104.4 Dispute Resolution Procedures; Claims Less Than $375,000. Any Claim, or portion thereof, in dispute after completion of the Section 9204 non-binding dispute resolution procedures and the Government Code Claims Process which is equal to or less $375,000 shall be resolved in accordance with the civil action procedures established in Public Contract Code §20104.4. Unless otherwise agreed to by the District and the Contractor in writing, the mediation conducted pursuant to Section 9204 procedures shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

16.11.4 Binding Arbitration of Claims Exceeding $375,000.

16.11.4.1 JAMS Arbitration. Any Claim, or portion thereof in dispute after completion of the Section 9204 procedures and the Government Code Claims Process which exceeds $375,000 and any other claims, disputes, disagreements or other matters in controversy between the District and the Contractor arising out of, or related, in any manner, to the Contract Documents, or the interpretation, clarification or enforcement thereof shall be resolved by binding arbitration conducted before a retired judge in accordance with the Construction Arbitration Rules and Procedures of Judicial Arbitration Mediation Services ("JAMS") in effect as of the date that a Demand for Arbitration is filed, except as expressly modified herein. The locale for any arbitration commenced hereunder shall be the regional office of the JAMS closest to the Site.

16.11.4.2 Demand for Arbitration. A Demand for Arbitration shall be filed and served within a reasonable time after the occurrence of the claim, dispute or other disagreement giving rise to the Demand for Arbitration, but in no event shall a Demand for Arbitration be filed or served after the date when the institution of legal or equitable proceedings based upon such claim, dispute or other disagreement would be barred by the applicable statute of limitations. If more than one Demand for Arbitration is filed by either the District or the Contractor relating to the Work or the Contract Documents, all Demands for Arbitration shall be consolidated into a single arbitration proceeding, unless otherwise agreed to by the District and the Contractor. The Contractor's Surety, a Subcontractor or Material Supplier to the Contractor and other third parties may be permitted to join in and be bound by an arbitration commenced hereunder if required by the terms of their respective agreements with the Contractor, except to the extent that such joinder would unduly delay or complicate the expeditious resolution of the claim, dispute or other disagreement between the District and the Contractor, in which case an appropriate severance order shall be issued by the Arbitrator(s).

16.11.4.3 Discovery. In connection with any arbitration proceeding commenced hereunder, the discovery rights and procedures provided for in California Code of Civil Procedure §1283.05 shall be applicable, and the same shall be deemed incorporated herein by this reference.

16.11.4.4 Arbitration Award. The award rendered by the Arbitrator(s) ("Arbitration Award") shall be final and binding upon the District and the Contractor only if the Arbitration Award is: (i) supported by substantial evidence; (ii) based on applicable legal standards in effect that the time the Arbitration Award is issued; and (iii) supported by written findings of fact and conclusions of law in conformity with California Code of Civil Procedure §1296. Any Arbitration Award that does not conform to the foregoing is invalid and unenforceable. The District and Contractor hereby expressly agree that the Court shall, subject to California Code of Civil Procedure §§1286.4 and 1296, vacate the Arbitration Award if, after review, the Court determines either that the Arbitration Award does not fully conform to the foregoing. The confirmation, enforcement, vacation or correction of an arbitration award rendered hereunder shall be made by the Superior Court of the State of California for the county in which the Site is situated. The substantive and procedural rules for such post-award proceedings shall be as set forth in California Code of Civil Procedure §1285 et seq.

16.11.4.5 Arbitration Fees and Expenses. The expenses and fees of the Arbitrator(s) shall be divided equally among all of the parties to the arbitration. Each party to any arbitration commenced hereunder shall be responsible for and shall bear its own attorneys' fees, witness fees and other costs or expenses incurred in connection with such arbitration. The foregoing notwithstanding, the Arbitrator(s) may award arbitration costs, including Arbitrators' fees but excluding attorneys' fees, to the prevailing party. By this arbitration provision, the District and the Contractor acknowledge and agree that neither shall recover from the other any attorney's fees associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder. The limited exceptions in the Contract Documents that provide attorney's fees for specific issues shall neither be construed as applying to this arbitration provision under California Civil Code § 1717(a) nor be deemed to be "authorized by the Laws."

16.11.4.6 Limitation on Arbitrator. The Superior Court for the State of California for the County in which the Project Site is situated has the sole and exclusive jurisdiction, and an arbitrator has no authority, to hear and/or determine a challenge to the commencement or maintenance of an arbitration proceeding on the grounds that: (i) the subject matter of the arbitration proceeding is barred by the applicable statute of limitations; (ii) the subject matter of the arbitration proceeding is barred by a provision of the California Government Claims Act; (iii) the subject matter of the arbitration proceeding is outside the scope of the arbitration clause; (iv) the Contractor has failed to satisfy all conditions precedent to commencement or maintenance of ab arbitration proceeding; (v) waiver of the right to compel arbitration; (vi) grounds exist for the revocation of the arbitration agreement; and/or, (vii) there is the prospect that a ruling

in arbitration would conflict or potentially with a ruling in a pending proceeding regarding the Project on a common issue of law or fact.

16.11.5 Inapplicability to Bid Bond. The arbitration proceedings described above are not applicable to disputes, disagreements or enforcement of rights or obligations under the Bid Bond. All claims, disputes and actions to enforce rights or obligations under the Bid Bond shall be adjudicated only by judicial proceedings commenced in a court of competent jurisdiction.

16.12 Limitation on Special/Consequential Damages. In the event of the District's breach or default of its obligations under the Contract Documents, the damages, if any, recoverable by the Contractor shall be limited to general damages which are directly caused by the breach or default of the District and shall exclude any and all special or consequential damages, if any. The Contractor expressly acknowledges the foregoing limitation to recovery of only general damages from the District if the District is in breach or default of its obligations under the Contract Documents; the Contractor expressly waives and relinquishes any recovery of special or consequential damages from the District.

16.13 Capitalized Terms. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such term as set forth in the Contract Documents.

16.14 Attorney's Fees. Except as expressly provided for in the Contract Documents, or authorized by the Laws, neither the District nor the Contractor shall recover from the other any attorney's fees or other costs associated with or arising out of any legal, administrative or other proceedings filed or instituted in connection with or arising out of the Contract Documents or the performance of either the District or the Contractor thereunder. This provision is not intended to expand the parties' right to recover attorneys' fees and the Parties hereby agree to waive, and by entering into the Agreement have waived, any and all right to claim attorneys' fees pursuant to Civil Code § 1717.

16.15 Provisions Required by Law Deemed Inserted. Each and every provision of law and clause required by law to be inserted in the Contract Documents is deemed to be inserted herein and the Contract Documents shall be read and enforced as though such provision or clause are included herein, and if through mistake, or otherwise, any such provision or clause is not inserted or if not correctly inserted, then upon application of either party, the Contract Documents shall forthwith be physically amended to make such insertion or correction.

16.16 Prohibited Interests. No employee of the District, who is authorized in such capacity on behalf of the District to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contraSct or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.

16.17 No Third Party Beneficiaries. The Parties do not intend that the Contract Documents confer any right or benefit on any person or entity not a party to the Agreement, whether as a third party beneficiary or otherwise.

16.18 Days. Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.

16.19 Entire Agreement. The Contract Documents contain the entire agreement and

understanding between the District and the Contractor concerning the subject matter hereof, and supersedes and replaces all prior negotiations, proposed agreements or amendments, whether written or oral. No amendment or modification to any provision of the Contract Documents shall be effective or enforceable except by an agreement in writing executed by the District and the Contractor.

[END OF SECTION]

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SPECIAL CONDITIONS

1. **Application of Special Conditions**. These Special Conditions form a part of the Contract Documents for the Work generally described as: **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS, Bid No. 21D6BX357**. This project is located at SANTA SUSANA ELEMENTARY SCHOOL, 4300 Apricot Road, Simi Valley California

2. **Drawings and Specifications.** The number of sets of the Drawings and Specifications which the District will provide to the Contractor, pursuant to Article 2.1.3 of the General Conditions is three (3) sets. Additional sets of the Drawings and Specifications may be obtained by the Contractor from the District at the cost of reproduction.

3. **Insurance.**

3.0 Contractor Insurance. Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below:

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: Two Million Dollars ($2,000,000)
	Aggregate: Four Million Dollars ($4,000,000)
Automobile Liability	$1,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)
Contractor's Pollution Liability	Not Required
Builders Risk	Provided by District. Contractor to pay District's deductible of $10,000 in accordance with Paragraph 3.2.

3.1 Subcontractor Insurance. Pursuant to Article 6 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage amounts as set forth below

Policy of Insurance	Minimum Coverage Amount
Commercial General Liability Insurance	Per Occurrence: One Million Dollars ($1,000,000)
	Aggregate: Two Million Dollars ($2,000,000)
Automobile Liability	$1,000,000
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)
Subcontractors Pollution Liability	Not Required

3.2 *Deductible.* Contractor shall indemnify District against District's obligation to pay a deductible under insurance for Builder's Risk maintained by District for the benefit of Contractor; notwithstanding same, Contractor's obligation hereunder with respect to insurance for Builder's Risk shall be for the District's deductible of Fifty-Thousand Dollars ($50,000).

3.3 *Additional Insureds.* Additional insured certificates and endorsements naming Simi Valley Unified School District for all required coverage shall be provided to the District by Contractor.

3.4 **Other Requirements Pertaining to Insurance:** *Other requirements pertaining to insurance.*

The minimum required limits for insurance coverages are identified in the Contract which is included in this Project Manual. The following additional requirements apply:

DESCRIPTION OF OPERATIONS **must include the following wording:** "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers are hereby named as additional insured per endorsement attached."

CERTIFICATE HOLDER **must read as follows:**
Simi Valley Unified School District
101 W. Cochran Street
Simi Valley, CA 93065

CERTIFICATE MUST BE SIGNED

ADDITIONAL INSURED ENDORSEMENT (AIE):
ISO form "**CG 20 10 11 85" or equivalent** must be included.

Name of Person or Organization on endorsement must show: "Simi Valley Unified School District, its officers, officials, employees, agents, and volunteers."

INSURANCE CARRIER must have a current A.M. Best rating of no less than (financial strength /:financial size) A-:VII if Admitted in the state of CA., or A:VIII if Non-Admitted.

4. **Contract Time.** The Commencement Date for the Work shall be the date set forth in the Notice to Proceed ("NTP Date") issued by the District. The District intends, but cannot assure that the NTP Date will be issued on Monday, May 03, 2021. The Contractor shall achieve Final Completion of the Work within **One-Hundred Seventy-Five (175) Calendar Days.** The failure of a Contractor to achieve Final Completion within such time will subject the Contractor to Liquidated Damages as set forth in these Special Conditions.

5. **Web-based Software, Schedules and Scheduling Software**. The District, at the sole discretion of the District may require the Contractor to utilize a Web-based software system that the District provides, for Contractor communication and collaboration with the District, Architect, Inspector, Testing Lab, and others, for the entire duration of the Project. Typical items that Contractor will have to transmit using the District's Web-based software include, but are not limited to construction schedules, submittals, RFI's Proposed Change Orders, Payment Applications, E-mails, documents and forms as required by DSA, meeting minutes, daily logs, and reports pertaining to the Project. Contractor shall include in Contractor's bid, all costs associated with Contractor's use of the District's Web-based software. The District shall provide and pay for the Web-based software and any licensing

fees associated with the Web-based software. Contractor shall also include in Contractor's bid, any costs for training Contractor's personnel on use of the Web-based software. All Schedules to be provided by Contractor to District under Article 7.3 of the General Conditions shall be provided to District in printed form and electronically using a software application pre-approved by District. Contractor shall utilize MS Project scheduling software for this Project.

6. **Phases**. A Phase is a period of Contract Time during which Work shall be performed and completed at a discrete location of the Site. In addition to performing Work during normal shifts, Contractor shall perform work during evenings, weekends, and holidays to comply with the requirements set forth in the Table of Phases below without adjustment to Contract Time or Contract Price. The Table of Phases below sets forth the Phases by number, description and location of Work, commencement date, duration in calendar days, and liquidated damages per calendar day for failure of Contractor to achieve completion of a Phase within the duration for that Phase:

TABLE OF PHASES

No.	Description & Location of Work	Commencement Date	Duration in Calendar Days or Required Completion Date	Liquidated Damages per Calendar Day of Delayed Completion
1	Mobilization and renovations at rooms 3, 4, 9, and 10.	Monday, May 3, 2021.	40	$200
2	Renovations at rooms K1, K2, 5,6,7,8,11,12,13, & 14.	Monday, June 7, 2021.	55	$1,000
3	Renovations at rooms 15, 16, 19, & 20.	Monday, August 02, 2021 if the District has accepted the renovated rooms in Phases 1 and 2.	40	$300
4	Renovations at rooms 17, 18, 21, & 22.	Monday, September 13, 2021 if the District has accepted renovated rooms in Phases 1, 2, and 3.	40	$300

6.0 ***Locations of Work and Restrictions.*** Contractor shall be limited to renovating only the classrooms identified in the Table of Phases during each Phase for this project. Contractor shall not proceed from the Location of Work of one Phase to the Location of Work of another Phase (later Commencement Date)) unless and until Contractor is in receipt of written affirmation from the District that the Work at the current Location of Work of a Phase is complete to the condition necessary for the orderly

and safe re-occupancy of the rooms by staff and students. Contractor shall not take additional classrooms out of service at any other Location of Work until all classrooms at the then current Phase have been completed and made ready for re-occupancy by staff and students.

6.1 ***Moving Items and Furniture from Classrooms Undergoing Renovations:*** Contractor shall move the items the District places in boxes, and the moveable furniture from each Location of Work **to temporary classrooms at the site that the District will identify,** at the beginning of each Phase. During the Summer Break, which begins on June 7, 2021, and ends on August 5, 2021, Contractor shall move the boxed items and furniture from the Phase 2 rooms to the Multi-Purpose Room, and shall return the boxed items and furniture to the Phase 2 rooms after they are renovated. After Contractor has renovated the classrooms associated with each Phase, Contractor shall move the furniture and items the District places in boxes back to the renovated classrooms. This process shall continue until all of the phases of the project have been completed. The District shall box and un-box items before and after each move take place. Contractor shall arrange / organize the furniture in each classroom to match the way it was prior to the renovations.

6.2 ***District Replacement of Classroom Furniture.*** The District currently plans to replace all of the existing classroom furniture at the school after the work of this project is completed. If Contractor fails to complete the work on time, Contractor shall fully cooperate and coordinate with the District's moving company and furniture installation companies.

7. **Work Hours, Shift Work and After-hours Work:** Contractor shall be provided access to the classrooms only during the dates specified in the Table of Phases, for performance of the work, which will be taking place while school is in session, and during non-school breaks. Contractor shall include in his bid, performance of portions of the work of this Project during evening shift hours, in addition to regular work hours, if necessary to complete the Work in each phase, and the Work of the Project within the specified dates and within the Contract Time. Contractor work hours are 7:00 AM – 7:00 PM Monday through Saturday.

8. **Owner-Furnished-Contractor Installed Items (OFCI):** Refer to Specification Section 01 1100 Summary of Work and the Contract Drawings for the items that are Owner-Furnished-Contractor Installed.

9. **Contractor Disposal of Demolished items:** Contractor shall remove and properly dispose of any refuse and rubbish in accordance with applicable local, state, and federal rules and regulations. Items the District wishes to salvage, shall be identified by the District during construction, and turned over to the District by the Contractor.

10. **Electrical Power, Fire Alarm, HVAC Controls, Phone, Communications Systems, existing improvements, and flooring**: Contractor shall protect-in-place, existing improvements and utilities. Contractor shall repair any damage to the existing improvements caused by Contractor's Work.

11. ***Contractor Access to Classrooms for Performance of the Work:*** The District will vacate the rooms that will be renovated in accordance with the Table of Phases for the amount of time indicated in the Table of Phases. School will be in session during Phase 1. Phase 2 begins and ends during the Summer Break. When teachers return on August 6, 2021 the remaining work of this project will take place while school is in session. The

District only has four (4) interim housing classrooms at any given time, which are located at the campus, and will be utilized while phased renovation is taking place, thus Contractor shall only be provided with access to four (4) classrooms at a time, to renovate during non-summer break periods. Contractor shall not impede staff, students, and District personnel from accessing the site, buildings, and egress areas other than the rooms that are undergoing renovation. The District may occupy other classroom within the buildings where the classroom renovations are taking place, should the need arise to re-occupy each classroom as soon as it is renovated. Contractor shall be restricted from performing excessively noisy, or dust producing work to after school hours, and non-school days. The District will re-occupy each group of renovated classrooms immediately following Contractor's completion and District acceptance of the group of renovated classrooms. Contractor shall not be given access to a subsequent group of classrooms to renovate unless the current group of renovated classrooms has been completed and accepted by the District. After obtaining the punch list, Contractor shall move all contents that were taken out of the rooms, back into the rooms, and complete the punch list items after school hours. Five calendar days shall be allotted from the Durations listed in the Table of Phases, for the District to vacate the classrooms at the next Location of Work, and re-occupy the completed group of classrooms.

12. Site Work and Protections

12.0 *Protection of Students, Staff, and the Public from Construction Areas*
Contractor shall protect students, staff, and the public from the Work of the Project. Contractor shall install temporary fencing and barricades to isolate the areas of Work from students, staff, and the public. Contractor shall install temporary means of isolating the supply air and return air ducting at each room undergoing renovation, from the common ducting systems which also serve occupied classrooms. Contractor shall protect any portions of the existing asphalt parking lots, buildings, parked cars, sidewalks, electronic marquee, flagpole, landscaping, and irrigation systems, electrical power systems, existing utilities, and improvements located in the vicinity of the Project, which may be subject to damage associated with the Work. Contractor shall fully restore in kind, any existing improvement or utility located at or in the vicinity of the Project, which becomes damaged, during the course of the Work of the project. Prior to the commencement of any Work, Contractor shall meet with the Project Inspector and District Project Coordinator at the site to video tape the existing conditions of all improvements surrounding (and within) the limits of the Project. A copy of the video tape shall be provided to the District within 1 week of the date of its creation.

12.1 *District and Public Access to Parking Lots, Paths-of-travel, Walkways and Site.* Contractor shall implement the work in a manner which allows parents, teachers, District staff, students, and the public to utilize portions of the campus and it's parking lots, vehicular access and drop-off routes, walkways, arteries to and from the campus, and buildings that are not being worked on, while the work of the project is taking place. Contractor shall install and maintain all necessary temporary and protective measures to allow such access.

12.2 *Reference Drawings.* Reference drawings from the construction of various improvements in the vicinity of the work of the Project shall be requested and obtained from the District for Contractor's review prior to commencement of any digging work.

12.3 *Hazardous Materials Reports.* The AHERA Reinspection Report by Tabbara dated July 19, 2019 and Limited Lead and Asbestos Survey Report by Criterions

Environmental dated February 22, 2007 identify building materials containing lead and asbestos at the site, are included at the end of this Project Manual. The drywall joint compound contains Asbestos. Lead-based paint is present under some of the building components, as further described in the above-referenced reports.

12.4 *Parkway and Traffic Mitigation Work.* Contractor shall coordinate with the City of Simi for any parkway work, and any traffic mitigation necessitated by the work of the Project. Contractor shall implement any required traffic mitigation as part of the base bid work of the Project. Contractor shall schedule deliveries and any truck hauling to avoid the times when drop-off and pickup of children for school is occurring.

12.5 *Utilities.* Contractor shall not at any time interfere with or impair the normal operation of the utilities of any building or improvement on the campus, including but not limited to electrical, fire alarms, communications, data, water, gas, and sewer without the prior written consent of District.

12.6 *Coordination of Work with Work of Other Contractors.* Contractor shall fully cooperate with the District and other contractors who will be performing work on other contracts throughout the campus, at the same time as Contractor is performing the Work of this project.

13. HAZARDOUS MATERIALS REPORTS. A Limited Asbestos Containing Materials and Lead-Based Paint Survey Report for the anticipated building materials which may be impacted by the work of this project, was prepared by Clark-Seif-Clark, dated February 16, 2021, and is included at the end of this project manual, along with other hazardous materials reports for Santa Susana Elementary School from previous projects. The February 16, 2021 report by Clark-Seif-Clark identifies some building materials which have lead-containing paint "LCP", and did not detect Asbestos in the 15 samples for Asbestos. Contractor shall review and become familiar with the reports which are included at the end of this Project Manual. Contractor shall utilize only non-sanding methods, which strictly comply with all applicable codes and regulations when performing work on any building component containing Lead-Containing paint or Lead-Based paint. Contractor shall immediately notify the District if any materials are encountered during the project that are suspected of containing Asbestos or lead.

14. Protection of Existing Buildings and Improvements, and Cleaning. At all times during this Contract, Contractor shall maintain the site and all adjoining areas in a neat and clean condition.

14.1 Contractor shall protect all existing improvements from damage due to the work of the project. Contractor shall completely cover and protect from damage, all new or practically new furniture. Contractor shall promptly replace as required by the District, any existing improvements or furniture damaged by Contractor's operations.

14.2 Contractor shall properly lock up and secure each room and building, and the site at the end of each afternoon's or evening's work. Contractor shall set the intrusion alarm for the buildings at the end of each afternoon's or evening's work.

14.3 Contractor shall protect existing property and persons during the work. Contractor shall be responsible for repairing any damage to the existing buildings, furniture,

ceilings, fixtures, and improvements, which may result from Contractor's operations, at no cost to the District.

14.4 Contractor shall dust, vacuum, and thoroughly clean the areas of work after each day's or night's work, and prior to the next day's occupancy of the areas of work by staff or students. Use cleaning and finish materials which do not create hazards to health or property and which will not damage surfaces. Use only those cleaning materials and methods recommended by manufacturer of the surface material to be cleaned. Use cleaning materials only on surfaces recommended by cleaning material manufacturer. The District reserves the right to bring in additional cleaning companies and deduct the cost for the cleaning expenses from Contractor's contract, if Contractor fails or refuses to properly clean up the rooms.

14.5 Use workers having appropriate skills for the cleaning, repair, or replacement work.

14.6 Comply with regulations of authorities having jurisdiction and safety standards for cleaning, repairs, or replacement work. Do not discharge volatile, harmful or dangerous materials into the building, site, or environment. Promptly remove waste materials from the site and dispose of in a lawful manner.

14.6.1 Clean all interior areas affected by the Work by dusting, HEPA vacuuming, and wet wiping & mopping. Repair or replace any damaged ceiling tiles, lighting fixtures, or other items which may become damaged by the Work of the project.

14.6.2 Clean all completed and partially completed areas of construction each evening to allow for staff and students to occupy the areas on a daily basis.

14.6.3 Remove dirt and dust from all interior surfaces by approved means.

14.6.4 Remove debris, construction products, fasteners, and trash.

15. Site Activity Limitations.

15.0 Contractor shall regulate the use of its forces and equipment as required against public or unauthorized access to the Work and to protect persons, the Work, and existing facilities from damage or injury.

15.1 Contractor shall regulate the use of it forces and equipment to prevent Contractor's activities from interfering with the instructional and administrative functions of the District.

15.2 Contractor shall conform its conduct to the requirements of the City of Simi Valley with respect to work hours and noise levels. Contractor work hours are 7:00 AM – 7:00 PM Monday through Saturday.

15.3 Contractor shall limit its Work so as not to disturb persons beyond the boundaries of the Site.

15.4 All limitations on Work activities set forth in these Special Conditions shall be incorporated into and reflected in the Construction Schedules prepared by the Contractor pursuant to the Contract Documents.

15.5 No adjustment of the Contract Time or the Contract Price will be allowed due to limitations on Work activities at the Site set forth in these Special Conditions.

16. Liquidated Damages. The per diem rate of Liquidated Damages for delayed Substantial Completion, delayed submission of Submittals and delayed completion of Punch-list shall be as set forth herein.

16.0 *Delayed Final Completion.* The late Final Completion the Work will result in the assessment and withholding of Liquidated Damages for each day of late Final Completion beyond the Contract Time for Final Completion of the Work in the amount of **Three Hundred Dollars ($300.00)** per calendar day.

16.1 *Delayed Phases.* The late completion of each Phase severally will result in the assessment and withholding of Liquidated Damages for each day of late completion of that Phase in the amounts indicated on the Table of Phases. **The Liquidated Damages for late completion of Phases 1 and 2 total One-Thousand Two-Hundred Dollars ($1,200.00)** per calendar day.

16.2 *Delayed Submittals.* The Contractor shall be subject to assessment and withholding of Liquidated Damages for late provision of submittals for all elements of the contract. If any of these submittals are not received within seven (7) calendar days after issuance of the Notice of Award, Liquidated Damages may be assessed in the amount of **One Hundred Dollars ($100.00) per day per submittal until the submittal has been provided to the District**.

16.3 *Withhold of Liquidated Damages.* If at any time the Contractor is subject to assessment of Liquidated Damages for late Final Completion and/or late completion of Submittals, and/or late completion of Phases, or otherwise, the District may withhold such assessments from the Contract Price then or thereafter due the Contractor. If the assessment of Liquidated Damages exceeds the then remaining balance of the Contract Price, the Contractor and the Surety issuing the Performance Bond shall be jointly and severally liable to the District for assessed Liquidated Damages which exceed the then remaining balance of the Contract Price.

17. Allowances.

17.0 *Definitions.* For the purposes of this Paragraph, an Allowance is a sum of money allocated for a discrete portion of additional Work. An Allowance Item is labor, materials, tools, equipment, utilities, services, and transportation necessary to complete in a workmanlike manner a discrete portion of additional Work.

17.1 *Requirements.* No expenditure for the Work shall be charged against an Allowance without the prior written consent of the District. The Allowance shall be included as a separate line item in the Cost Breakdown set forth at Article 8.2 of the General Conditions. Allowance Items are subject to Article 4.7 of the General Conditions re Submittals. Allowance Items shall be processed as Changes in accordance with Article 9 of the General Conditions. Any portion of the Allowance not expended for additional Work shall be credited to the District's account in accordance with Article 9 of the General Conditions re Changes.

17.2 *Performance.* The Allowance which may be expended for all of the Allowance Items for the Work is**: Thirty Thousand Dollars ($30,000.00).** The Allowance Items for the Work are:

17.2.0 Removal and disposal of concealed or buried installations at the Site, not identified, depicted, or otherwise described in the Contract Documents, including piping, conduit, and utility services.

17.2.1 Repair, disposal, replacement of concealed or buried building systems not identified, depicted or otherwise described in the Contract Documents.

17.2.2 Repair, disposal, replacement of concealed, buried or damaged building finishes not identified, depicted or otherwise described in the Contract Documents.

17.2.3 Repair, disposal, replacement of concealed or buried hazardous materials not identified, depicted or otherwise described in the Contract Documents.

17.2.4 Repair, disposal, replacement of items and materials identified in the field by the DSA Project Inspector or Regional Field Inspector not identified, depicted or otherwise described in the Contract Documents.

17.2.5 Installation of items and materials identified by the Engineer as required for Structural, ADA Accessibility Compliance, Fire/Life/Safety, or code compliance, not identified, depicted or otherwise described in the Contract Documents.

17.2.6 Repair, abatement, disposal, encapsulation, or replacement of deteriorated building or site elements, systems, or finishes which pose a risk to health or safety, or are required for code compliance, but are not identified, depicted or otherwise described in the Contract Documents.

17.2.7 Other improvements as identified by the District, which are not identified, depicted or otherwise described in the Contract Documents, and are necessary for the proper function of the project.

18. **Rain Days.** For purposes of Article 7.4.1 of the General Conditions, **one (1)** Rain Day(s) are expected during the Contract Time for the Work. The Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Rain Day(s) set forth above. There shall be no adjustment to the Contract on account of unusually severe weather conditions resulting from rainfall until the actual number of Rain Days exceeds the number of Rain Day(s) set forth above.

19. **Special Activity Days.** Two (2) Special Activity Day(s) are expected during the Contract Time for the Work, for special instructional and/or administrative activities of the District which will limit or preclude Site access by Contractor. Contractor's Construction Schedules prepared pursuant to Article 7 of the General Conditions shall incorporate the Special Activity Days set forth above. There shall be no adjustment to the Contract Time or the Contract Price on account of limitations on or preclusions to Site access resulting from special District activities until the actual number of Special Activity Days exceeds the number of Special Activity Days set forth above.

20. **Mark-Ups on Changes to the Work.**

20.0 Subcontractor Performed Changes. For the portion of any Change performed by Subcontractors of any tier, the percentage mark-up on allowable actual direct labor and materials costs incurred by all Subcontractors of any tier shall be Fifteen Percent (15%). In

addition, for the portion of any Change performed by a Subcontractor of any tier, the Contractor may add an amount equal to Five Percent (5%) of the allowable actual direct labor and materials costs of Subcontractors performing the Change; the foregoing mark-up shall not be applied to the Subcontractor mark-up.

20.1 Contractor Performed Changes. For the portion of any Change performed by the Contractor's own forces, the mark-up on the allowable actual direct labor and materials costs of such portion of a Change shall be Fifteen Percent (15%).

20.2 Bond Premium Costs. In addition to the foregoing mark-ups on the direct costs of labor and materials, a bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate of One Percent (1%) of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

20.3 Exclusions From Mark-Up of Actual Costs. Mark-ups on the actual cost of materials/equipment incorporated into a Change or for purchase/rental of Construction Equipment shall not be applied to any portion of such costs which are for sales, use or other taxes arising out of the purchase of materials/equipment and/or for purchase/rental of Construction Equipment. Similarly, mark-ups on the cost of labor incorporated into a Change shall not be applied to any portion of payroll taxes, fringe benefits and burdens. Profit, overhead and bond costs shall also be excluded from mark-ups.

21. Performance of Changes to the Work. Contractor is not authorized to perform a Change to the Work unless and until directed by the District to do so. If and when the District directs Contractor to perform a Change to the Work, Contractor shall promptly commence and diligently complete such Work. The price for such Change to the Work shall be in accordance with Art. 9.5 of the General Conditions. If the District directs Contractor to perform the Work on a time and materials basis in accordance with Art. 9.5.1.2, Contractor shall provide the District copies of the records that Contractor is required to maintain under Art. 9.5.1.4. Contractor shall provide the District copies of such records weekly (or more frequently if required by the District) throughout the Contractor's performance of said Work. The District reserves the right to direct Contractor to perform Changes to the Work in a Constructive Change Directive in accordance with Art. 9.7.

22. Contractors Superintendent. Contractor shall provide a full-time, competent, English-speaking superintendent on site at all times Work is being performed under this Contract. The District reserves the right to require the Contractor provide or replace the on-sites superintendent. Contractor's superintendent shall have passed DOJ fingerprinting requirements specified in this Project Manual.

23. Identification Badges.

23.0 *DOJ.* Except when there are no pupils present at the Site, no employee or independent contractor to the Contractor, nor any employee or independent contractor to any Subcontractor, of any tier, shall be permitted access to the Site nor to perform any Work at the Site until: (a) such person has submitted her/his fingerprints to the California Department of Justice ("DOJ") pursuant to Education Code § 45125.1; (b) the DOJ has ascertained, based upon the submitted fingerprints, that the individual has not been convicted of a felony defined in Education Code § 45122.1 and has no criminal felony proceedings (as defined in Education Code § 45122.1) pending against her/him; (c) the Contractor or Subcontractor engaging the individual for the Work has received written or electronic verification from the DOJ of the absence of felony convictions and pending felony criminal proceedings; and (d) the Contractor or Subcontractor engaging such individual as an employee or independent contractor has submitted a Fingerprint

Certification to the District specifically identifying such individual as having been verified by the DOJ as not having been convicted of a felony and not having pending criminal felony proceeding pending against her/him.

23.1 *Barriers and Supervision.* The provisions of Education Code § 45125.2(a) notwithstanding, erection and maintenance of physical barriers and/or continuous supervision and monitoring are insufficient measures to comply with the requirements of this Paragraph.

23.2 *ID Badges.* In addition to the DOJ fingerprint verification requirements pursuant to this Paragraph, no employee or independent contractor to the Contractor or any Subcontractor, of any tier, shall be permitted access to the Site at any time unless such individual wears, in a prominent visual manner, a photographic identification badge issued by the Contractor. The identification badge shall be prominently worn at all times while at the Site. Any person performing any Work at the Site without wearing a duly issued photographic identification badge will be immediately removed from the Site. The Contractor will issue photographic identification badges only to those individuals who are identified on a Fingerprinting Certification of the Contractor or a Subcontractor which has been submitted to the District.

23.3 *Unlawful Activities.* No unlawful activity is permitted at the Site. The sale, use, or consumption of alcoholic beverages or tobacco is not permitted at the Site. The identification badge of any person conducting himself in a manner inconsistent with this Paragraph shall be revoked.

23.4 *No Adjustment.* The Contractor's compliance with the requirements of this Paragraph and/or the District's enforcement of the requirements of this Paragraph shall not result in adjustment of the Contract Time or the Contract Price.

24. **District Standards**. In accordance with California Public Contract Code section 3400, a designee of the District has made a finding that particular materials, products, things, and/or services are to be designated in the Contract Documents by specific brand or trade name for the following purpose: in order to match other products in use on a particular public improvement either completed or in the course of completion ("District Standards").

25. **District Tests/Inspections/ Meetings.** The Contractor shall fully cooperate with the District's Inspector, Testing Lab of Record, Structural Engineer, Geotechnical Engineer, District Construction Manager, and District Project Coordinator for any testing, inspection, or meetings required.

26. **Standardized Forms.** Each and every document generated and/or submitted by the Contractor relating to cost breakdowns, applications for payment, change order requests, requests for information, submittals, verified reports, progress reports, and all other matters relating to the administration of the Work as set forth in the General Conditions, shall be prepared by the Contractor on such forms as may be directed by the District. Unless otherwise expressly provided for in the Contract Documents, all such documents shall be submitted to the District with such frequency, and using Web-based systems as the District may require in its sole reasonable discretion.

27. **Site Verification.** Prior to the commencement of the Work, the contractor shall complete a review of the site and buildings, to verify that the Construction Documents are adequate, feasible and complete for providing, performing and constructing the Work in a sound and suitable manner for the use specified and intended by the Contract Documents. If any of

the existing conditions are in conflict with the construction documents, the contractor shall notify the Architect, Engineer, the Project Inspector, and the District of same in writing prior to the commencement of the Work.

28. **Permits and Fees.** Permits and fees are the responsibility of the Contractor. If any permits or fees are required for Contractor's implementation of the Work, Contractor shall be solely responsible for obtaining the same; the cost of such permits or fees and any cost incurred by the Contractor in obtaining such permits shall be included in the Contract Price. The District shall be responsible for any permits or fees associated with approval of the plans and specifications.

29. **Cost Breakdown**. In addition to the requirements on Cost Breakdown at Article 8.2 of the General Conditions:

29.0 Cost breakdown will be prepared in a manner that separately identifies all costs for each trade, such as demolition & removals, painting, electrical, finishes, itemized by Phase, Building, and Classroom.

30. **Change Order Proposals**. In addition to the documentation required by Article 9.5.1.4 of the General Conditions, Contractor shall provide the following with respect to Change Order Proposals, as to Subcontractors of every tier: detailed cost breakdown documentation from Subcontractors, on Subcontractors' letterhead, showing Subcontractors' cost breakdown for materials, equipment, and labor, with each Change Order Proposal.

31. **Routine Cleaning**. At all times during Contract Time, Contractor shall maintain the Work areas and all adjoining areas in a neat and clean condition. Broom clean daily, and wet clean once a week on Fridays. Promptly remove and properly dispose of all construction debris.

32. **Final Cleaning**. Final cleaning of the interior of each room is required prior to re-occupancy of the room by staff and students. Final cleaning shall include removal of dust from ceilings to floors, cleaning of all exterior surfaces of exposed ducting, cleaning of windows and blinds, cleaning of the countertops, tops of all furniture and chairs, vacuuming all carpet using HEPA filter vacuums, and cleaning of rubber or VCT floors. Use only materials which do not create hazards to health or property and which will not damage surfaces. Employ only experienced workers or professional cleaners for final cleaning. Comply with instructions of manufacturer for surface being cleaned. Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the District's property. Do not discharge volatile, harmful or dangerous materials into drainage systems. Remove waste materials from the site and dispose of in a lawful manner. Remove dirt and dust from all exterior surfaces by approved means. Wet clean all exterior paving surfaces as necessary to remove construction dust and dirt.

33. **Rules of Operations.** In addition to any other rules of operations required of the Contractor by the District, Contractor shall comply with the rules of operations set forth in this Paragraph.

33.0 *Vehicles on School Grounds.* This Paragraph applies to the use of vehicles on all school grounds operated by the District.

33.0.0 The District may in its sole discretion bar from school grounds any person found in violation of the requirements of this Paragraph.

33.0.1 No vehicle shall be driven more than three (3) miles per hour.

33.0.2 When children are utilizing play areas, movement of a vehicle must be coordinated with a District representative. A person must walk beside or in front of the vehicle until it reaches the desired location.

33.0.3 Drivers shall yield the right of way to pedestrians at all times.

33.0.4 If the driver of a vehicle is alone, the driver must engage an additional person to guide the vehicle to a location that will best protect children. That person must walk beside or in front of the vehicle until it reaches the desired location.

33.0.5 When directed to stop by any school or District representative, the vehicle will stop immediately and not proceed further without authorization to do so.

33.0.6 All traffic routes must be pre-authorized by a school or District representative, to prevent damage to school property such as gates, irrigation sprinklers, signs, landscaping, and turf.

34. Contractor Temporary Trailer. Contractor shall provide his own temporary trailer, if required by Contractor. Contractor shall provide interim facilities necessary for implementation of the work. Contractor shall coordinate locating Contractor's temporary facilities with the District. Contractor shall provide and pay for his own temporary generator power to continue his construction work during the times when the building's power becomes inoperable, and when outages occur.

35. Inspector Trailer. Not Required

36. Contractor Temporary Sanitation Facilities. Contractor shall provide, secure, and have cleaned at least twice per week, temporary toilet and hand washing facilities for Contractor and for Subcontractors of any tier, in accordance with applicable health and OSHA requirements. Location of temporary sanitation facilities shall be submitted to the District Representative for approval prior to placement. Contractor and all subcontractors shall not utilize the District's sanitation facilities.

37. Security. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor shall:

37.0 Contractor shall be issued a gate key and a building key for access to the site and buildings. Contractor shall return keys to the District upon completion of the Work. Contractor shall be subject to a charge of Two-Hundred Dollars ($200) for loss of a gate key, which may be deducted from retention monies held by the District under this Contract. The building key must not be duplicated, and the Contractor is responsible for returning the building key to the District when the Work is completed. If a building key is lost, stolen, or cannot be returned to the District for any reason, Contractor shall be charged, by Deductive Change Order, $3,500 per elementary school, $4,500 per middle school, and $5,500 per high school for the cost to re-key any school.

38. Retention. Any request for Final Payment shall include a request for any retention from Progress Payments previously withheld by the District. Within 60 days after District's receipt of a request for Final Payment, if Final Completion has been achieved in accordance with

Art. 7.2.4 of the General Conditions and, if completion has been achieved as that term is used at Public Contract Code section 7107, District shall notify Contractor of the amount, if any, to be withheld from retention pursuant to Public Contract Code section 7107 or section 22300.

39. Progress of the Work. Notwithstanding any other provision of the Contract Documents, if the Contractor fails or refuses, for any reason and at any time, to furnish adequate materials, labor, equipment, tools and/or services to maintain the progress of the Work, the District may, in its sole discretion, after seventy-two (72) hours advance written notice of same from the District to the Contractor, direct, instruct, and authorize a separate contractor selected by the District to furnish such materials, labor, equipment, tools and/or services necessary to maintain progress of the Work. The District may in its discretion deduct the amount of any and all costs, expenses, and/or other charges incurred thereby from the Contract Price then or thereafter due the Contractor.

40. Conflicts. In the event that a conflict exists within the Contract Documents, the more expensive installation shall apply, and shall be provided at no additional cost to the District.

41. Vegetation Removal/Vegetation Trimming. N/A

42. Existing Improvements/Conditions.

42.0 *Verification of Existing Improvements/Conditions.* Prior to commencement of any portion of the Work, the Contractor shall review the Contract Documents and the existing improvements/conditions in, on or about the area(s) for such portion of the Work to confirm that the actual existing improvements/conditions are consistent with the existing improvements/conditions depicted in the Contract Documents. If any discrepancies exist between actual existing improvements/conditions and those depicted in the Contract Documents, the Contractor shall, prior to commencement of Work in such area notify the District Representative and the Architect, in writing of such variation; as necessary or appropriate, the Contractor shall obtain clarification or direction from the District Representative and/or the Architect to address such variations.

42.1 *Damage or Destruction to Existing Improvements/Conditions.* If any portion of the Work results in damage or destruction to any existing improvements or conditions in, on or about the Site, the Contractor shall: (i) notify the District Representative and the Architect in writing within four (4) hours of the occurrence of an event of damage or destruction and (ii) repair, replace or otherwise correct such damage/destruction and restore the existing improvements/conditions to the condition existing immediately prior to such damage or destruction at the sole cost and expense of the Contractor without adjustment of the Contract Price or the Contract Time. The foregoing notwithstanding, the Contractor shall not, and shall not permit others to, backfill or cover-up any damage or destruction to existing improvements/conditions without prior notice by the Contractor to the District of backfilling or covering-up of damage/destruction and the District's authorization to proceed with backfilling or covering-up.

42.2 *No Use of Existing Facilities.* The personnel of the Contractor, Subcontractors and other performing Work at the Site shall not use any existing facilities, improvements in, on or about the Simi Valley Unified School District campus, including without limitation, trash/rubbish bins/dumpsters, restrooms, food service areas, loading/storage areas and other similar areas.

42.3 *Vehicular Access.* Construction activities which limit or prevent access to existing vehicular roadways or existing parking areas shall be performed only during non-school hours. Performance of Work in such areas during non-school hours shall be without adjustment of the Contract Price or the Contract Time, and shall be coordinated with the City of Simi by Contractor when such areas involve public streets.

42.4 ***Fire, Police, Emergency Access.*** Each Contractor shall at all times during the Work provide unimpeded vehicular access for the police, fire and other emergency services in and around the Site and adjacent areas. Each Contractor shall provide the District, Construction Manager and any other public agency designated by the District with keys/codes/card keys to any Site perimeter locks.

43. Discovery of Archeological Resources. Not Applicable

44. Similar Conditions. The intent of the Contract Documents is to provide a fully functional finished product, complete in every respect. Where a specific detail is not shown, the construction shall be similar to that indicated or noted for similar conditions and cases of construction on this project. References of notes and details to specific conditions and locations shall not limit their applicability. Materials for similar use shall be of the same type and manufacturer, unless otherwise indicated or specifically specified to be different in the Contract Documents. Any deviation must be approved in writing, by the Architect or District prior to incorporation into the Work.

45. Applicable Codes. All work shall conform with the most recent edition of the California Building Code as adopted and amended DSA and the Laws. All Work shall conform to all applicable requirements set forth in Titles 21 and 24 of the California Code of Regulations. No part of the Contract Documents shall be construed as requiring or permitting Work contrary to the requirements of the Laws.

46. Handicap Access Regulations. All Work shall comply with Handicap Access Regulations (ADA). The Contractor and all Subcontractors shall comply with Title 24 of the California Code of Regulations relating to Disabled Access Regulations and ADA, Americans With Disabilities Act Regulations whether or not specifically indicated on the Contract Documents. Where existing paths of travel are interrupted due to construction, the Contractor, without adjustment to Contract Price or Contract Time, shall maintain barrier-free paths of travel.

47. Locked Door Policy. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to a Locked Door Policy. No building room, site gate, or fencing shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor's daily work hours.

48. Protection of Workers from COVID-19. Contractor shall implement measures to protect workers from contracting or spreading COVID-19 in accordance with the most recent rules and guidelines issued by the CDC and OSHA. Such protections shall include making sure workers are sufficiently separated during break and meal periods when they may not be wearing protective gear and masks. Contractor shall document the protective measures they are implementing on a daily basis.

49. Completion of Work. The Contractor shall complete all Work no later than the date set forth in the Contract Documents.

[END OF SPECIAL CONDITIONS]

RELEASE OF CLAIMS BY CONTRACTOR

Public Contract Code section 7100

District: Simi Valley Unified School District

Contractor: _____

Project: **SANTA SUSANA ELEMENTARY SCHOOL CLASSROOM RENOVATIONS**
Bid No. 21D6BX357

In accordance with Public Contract Code section 7100, the Contractor hereby releases all claims against the District arising by virtue of the prime contract for the Project between the Contractor and District, except that specifically excluded from the operation of said release are disputed contract claims made by the Contractor, arising by virtue of the prime contact for the Project between the Contractor and District, in the total sum of _____ Dollars ($_____).

Included in the scope of said release by the Contractor are any pass-through claims of the Contractor on behalf of any subcontractor of the Contractor on the Project, of any tier, with respect to, arising out of, or relating to the Project.

The Contractor hereby acknowledges that the Contractor is informed of the contents and meaning of Civil Code section 1542, and the Contractor hereby waives any and all rights or benefits conferred under Civil Code section 1542.

Dated: _____

By: _____

Title:_____

VERIFICATION

I, _____, declare and state as follows:

I am the ___(title)_____ of ___(name of Contractor)__, the Contractor named in the foregoing Release of Claims by Contractor. I have read the foregoing Release of Claims by Contractor and know the contents thereof, which I certify to be true to my own personal knowledge. I am authorized to execute and deliver the foregoing Release of Claims by Contractor on behalf of the Contractor.

Executed this__ day of_____, 20 __ at _____(city and state)_____ .

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

_____
(Signature of Declarant)

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CONTRACTOR CERTIFICATION OF SUBCONTRACTOR CLAIM

Project Name: _____ Project No:_____

Pursuant to Article 16.11.1.7.2 of the General Conditions, I certify as follows:

1. The portion of the Claim made on behalf of the Subcontractor to which this certification is attached is made in good faith.

2 I have reviewed the attached Subcontractor Claim and certify that to the best of my knowledge and belief, the amounts claimed for costs, expenses and damages incurred and supporting data submitted to CM/Contractor by the Subcontractor on behalf of any and all subcontractors or suppliers to Subcontractor, of all tiers, or any person or entity under Subcontractor, are accurate and complete. Subcontractor will not submit, after the date of execution of this certification, any such supporting data, including any such new amounts that, to the best of my knowledge and belief, that are not accurate and complete.

3. The amount requested accurately reflects the amount for which the Subcontractor believes the District is liable to Contractor.

4. The Subcontractor Claim does not incorporate any request constituting a False Claim under applicable law, including the California False Claim Act (Government Code §12650 et seq).

5. I am duly authorized to certify the Subcontractor Claim on behalf of the Contractor.

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

Executed at: _____, in the State of California, on _____, 201_.

_____
(Signature)

_____
(Print Name)

_____
(Title)

_____
(Name of Contractor)

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Rules of Conduct

Project: Santa Susana Elementary School Classroom Renovations

Each contractor and subcontractor performing work on this project shall adhere to the following rules of conduct:

1. **All construction personnel will wear masks and appropriate protective gear to prevent transmission of COVID-19. If any worker has symptoms associated with COVID-19, the worker shall not continue working at the site. Continuously ensure that all workers are at least 6 feet away from each other at all times except for when essential assistance is required. Workers to be at least 6 feet apart during lunch and other breaks. Comply with the most current CDC and OSHA requirements.**

2. Professional and courteous behavior is expected and will be used at all times.

3. Interaction with students, staff, and/or other visitors is prohibited with the exception of designated administrators.

4. The use of profanity and/or disparaging language will not be tolerated.

5. All contractors, subcontractors, architects, engineers or consultants will be required to wear a badge issued by their company as a means of identification. The badge is to be worn at all times while on the Owner's property. The badge will be visibly noticeable and located on the front of the individual's shirt. All badges are required to be returned to the Owner or designee at the completion of the project as part of the final pay application requirements.

6. All contractors and subcontractors:
   a. Shall remain in the immediate vicinity of his/her work and will not stray to other areas of the property that do not involve their company's scope of work. All restroom facilities, including student and staff, are not to be used. The contractor is responsible for mobilizing to the construction site, their own portable restroom. Specific rules regarding the portable restroom are indicated in the General Conditions.

   b. During the regular school year, each school holds classes during daytime hours. Students and staff shall be given unimpeded access to and from the classrooms and administrative areas at all times when classes are being held. Contractors and subcontractors shall not disrupt the existing utilities, which serve the classrooms and administrative offices during the course of the work. Any outages shall be scheduled with the District Project Coordinator at least 1-month in advance of the planned outage.

   c. Vehicles must be parked each day in the designated area(s). When vehicles need to be removed during school hours, the vehicles shall have lights and flashers

engaged, and a "spotter," provided by the contractor and/or subcontractor, leading the vehicle off the District's property. At no time will the vehicle exceed 5 mph.

7. **Simi Valley Unified School District** properties are drug free workplaces. This policy shall be strictly enforced.

8. Alcoholic beverages are prohibited from being brought on or consumed on any portion of the Owner's property.
9. The use of any tobacco products on the Owner's property is strictly prohibited.
10. Any lewd, obscene or otherwise indecent acts, words, or behavior by any contractor, subcontractor, architect, engineer or consultant shall not be tolerated.

11. All contractors, subcontractors, architects, engineers or consultants shall conform to a dress code whereby:
    a. No clothing that contains violent, suggestive, derogatory, obscene or racially based material may be worn. This interpretation will be made by the Owner or designee.
    b. Garments, accessories or personal grooming artifacts with slogans, graphics or pictures promoting drugs, alcohol, tobacco or any other controlled substances that are prohibited to minors will not be allowed.
    c. Tank top/mid-drift shirts and shorts of any kind are not allowed while on the Owners property.

12. All contractors, subcontractors, architects, engineers or consultants are responsible for their own means of communication including, but not limited to, telephone, cell phone, fax machine. At no time are the Owner's communication systems to be used.

13. All contractors, subcontractors, architects, engineers or consultants personal vehicles, as well as work vehicles and equipment, are the responsibility of the individual and/or company. Any damage that occurs to the vehicles and/or equipment while on the Owner's property is not the responsibility of the Owner and, therefore, any said claims for damages will not be acknowledged.

Non-compliance with any of the above-stated rules of conduct by any contractor, or subcontractor may be sufficient grounds for immediate removal from the job site and termination of the contract.

I acknowledge that I am aware of the above-stated rules of conduct and hereby certify that all of my Company's employees, consultants, suppliers, and/or any subcontractors will adhere to these provisions. I further acknowledge that any delays to the schedule perceived or otherwise, as a result of the Owner/designee removing my employee from the job site, are my company's responsibility.

Authorized Signature	Title
Print Name	Date
Company	

GUARANTEE, and CERTIFICATION OF NON-ASBESTOS, NON-LEAD

Project: Santa Susana Elementary School Classroom Renovations
Bid No. 21D6BX357

Guarantee for ALL painting and installations for the above-referenced project. We hereby guarantee that the MATERIALS, PRODUCTS, COATINGS and IMPROVEMENTS we have installed at the North Parking Lot and Site Improvements Project ARE FREE OF LEAD AND ASBESTOS.

Contractor	Subcontractor
_____	_____
(Proper Name)	(Proper Name)
_____	_____
By	By
_____	_____
(Signature of General Contractor)	(Signature of General Contractor If for Subcontractor)

Representatives to be contracted for service:

Name: _____

Address: _____

Phone Number: _____

REQUEST FOR TAXPAYER
IDENTIFICATION NUMBER and CERTIFICATION

Please type or Print

Business Name	
Address (Number & Street)	**List Account numbers here ((Optional)**
City, State, and Zip Code	

Taxpayer Identification Number (TIN)

Social Security Number:

__ __ __ - __ __ -__ __ __ __

OR

Employer Identification Number:

__ __ - __ __ __ __ __ __ __

Certification - Under Penalties of perjury I certify that:

(1) The Number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of failure all interest or dividends, or © the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross our item (2) above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, item (2) does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, contributions to an individual retirement arrangement (IRA) and generally payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct **TIN.**

Please sign here:

Signature _____ Date _____

DO NOT send this form to IRS. Give this form to requester.

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

ALLOWANCE PROPOSAL AUTHORIZATION

School Name:	Santa Susana ES	P.O. Number:	
Project Name:	Classroom Renovations	**Initiation Date:**	
To: *Program Mgr*	Tony Joseph	**Allowance Authorization No.:**	
From: *Contractor*		Project Number:	
		Bid Number:	

Description of Item(s) to be charged to Contract Allowance is as follows:

Total	$ -

A. Original Contract Allowance	
B. Net Allowance Disbursements previously authorized	
C. Charges to Contract Allowance as a result of this authorization	$ -
D. Current Contract Allowance Balance including this authorization	$ -

The Nazerian Group	Contractor	Name (Printed)	Date
tBP Architecture	Architect	Name (Printed)	Date
Project Coordinator		Name (Printed)	Date
Construction Project Manager		JEFF KIPP Name (Printed)	Date
Bond Program Manager		TONY JOSEPH Name (Printed)	Date
Associate Superintendent, Business & Facilities		RON TODO Name (Printed)	Date

Simi Valley Schools

Submit Four (4) originals with Contractor's Letterhead

APPLICATION FOR PAYMENT

TO: TONY JOSEPH
(Bond Program Manager)

FROM: **Contractor**
Address
(Remittance Address)

SCHOOL NAME: **Santa Susana E.S.**

PROJECT NAME: **Classroom Renovations**

PROJECT NO:

ARCHITECT:

APPLICATION NO:

APPLICATION DATE:

PERIOD TO:

CONTRACT START DATE:

BID NUMBER: **21D6BX357**

CONTRACTOR'S APPLICATION FOR PAYMENT

1. ORIGINAL CONTRACT AMOUNT	$	0.00
2. Net Change by Change Orders	$	0.00
3. CONTRACT AMOUNT TO DATE (Line 1 + Line 2)	$	0.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on Continuation Sheet)	$	0.00
5. RETAINAGE:		
a. 5% of Completed Work (Line 4)	$	-
TOTAL RETAINAGE	$	0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	$	0.00
7. LESS PREVIOUSLY APPROVED CERTIFICATES FOR PAYMENT (Line 6 from prior Application for Payment)	$	
8. CURRENT PAYMENT DUE (Line 6 less Line 7)	$	0.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	$	0.00

CERTIFICATION

Under penalty of perjury under the Laws of California, I certify that all items, units, quantities and prices for work shown on this payment request are correct; that all work has been performed and materials supplied in full accordance with the terms and conditions of the construction contract on this project; that all of the information set forth herein or attached hereto is a true and correct statement of the Contract Amount and the Contract Time up to and including the last day of the period covered by this invoice, and that no part of the "Current Payment Due" has been received.

Contractor: _____
(Please print name of company)

_____
(Name and title)

_____
(Contractor's Signature) (Date)

Owner Use Only:

TOTAL WITHHOLDS (from *Owner Assessment Summary*): $ _____

TOTAL RELEASES (from *Owner Assessment Summary*): $ _____

ADJUSTED PAYMENT AMOUNT: $ _____

☐ Allowance Being Invoiced ☐ Change Order Being Invoiced

IF SO, PROVIDE:

- ☐ COP Included
- ☐ RFI Included
- ☐ CCD Included (Construction Change Directive)
- ☐ Drawing Changes Included
- ☐ Sub-contractor Proposal Included

REVIEWED AND APPROVED AS PER TERMS OF CONTRACT

Architect	(Signature)	(Date)
Inspector of Record	(Signature)	(Date)
Project Coordinator	(Signature)	(Date)
JEFF KIPP Construction Project Manager	(Signature)	(Date)
TONY JOSEPH Bond Program Manager	(Signature)	(Date)
RON TODO Associate Superintendent, Business & Facilities	(Signature)	(Date)

Continuation Sheet- APPLICATION FOR PAYMENT

Project Name

APPLICATION FOR PAYMENT containing Contractor's signed Certification must be attached. Use Column I on Contracts where variable retainage for line items may apply.

SCHOOL NAME: Santa Susana ES
PROJECT NO.:
BID NO.: 21D6BX357

APPLICATION NO.:
APPLICATION DATE:
PERIOD FROM:
PERIOD TO:

A	B	C	D	E	F	G		H	I
	SUMMARY		**WORK COMPLETED**						
				This Application		Total Completed			
Item No.	Description of Work **Note: (SOV must be itemized in further detail by building and area)**	Scheduled Value	Previous Applications	Work in Place	Stored Mtls.	& Stored To Date	%	Balance To Finish	Retainage (5%)
1	General Conditions					0.00	#DIV/0!	0.00	0.000
2	Removal and Disposal					0.00	#DIV/0!	0.00	0.000
3	Moving					0.00	#DIV/0!	0.00	0.000
4	Casework					0.00	#DIV/0!	0.00	0.000
5	Painting					0.00	#DIV/0!	0.00	0.000
6	Electrical					0.00	#DIV/0!	0.00	0.000
7	White Board Installations					0.00	#DIV/0!	0.00	0.000
8	Tack Boards					0.00	#DIV/0!	0.00	0.000
9	Patching					0.00	#DIV/0!	0.00	0.000
10	Site work					0.00	#DIV/0!	0.00	0.000
11	Ceiling work					0.00	#DIV/0!	0.00	0.000
12	Other					0.00	#DIV/0!	0.00	0.000
14	Other					0.00	#DIV/0!	0.00	0.000
15	Other					0.00	#DIV/0!	0.00	0.000
16	Other					0.00	#DIV/0!	0.00	0.000
	ALLOWANCES:					0.00	#DIV/0!	0.00	0.000
						0.00	#DIV/0!	0.00	0.000
						0.00	#DIV/0!	0.00	0.000
	SUBTOTAL	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -	$ -
	APPROVED CHANGE ORDERS TO DATE						#DIV/0!		
	Change Order #1					0.00	#DIV/0!	0.00	0.00
						0.00	#DIV/0!	0.00	0.00
						0.00	#DIV/0!	0.00	0.00
						0.00	#DIV/0!	0.00	0.00
						0.00	#DIV/0!	0.00	0.00
	NET CHANGE ORDER SUBTOTAL	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -	$ -
	TOTALS	$ -	$ -	$ -	$ -	$ -	#DIV/0!	$ -	$ -

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bid No.

Santa Susana ES Classroom Renovations

(Project Name)

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

California Civil Code Section 8132

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:	Contractor
Name of Customer:	Simi Valley Unified School District
Job Location:	
Owner:	Simi Valley Unified School District
Through Date:	

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:	Simi Valley Unified School District
Amount of Check:	$
Check Payable to:	Contractor Company Name

Exceptions:

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:

Amount(s) of unpaid progress payment(s): $

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____ Date of Signature: _____

Claimant's Printed Name: _____ Claimant's Title: _____

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bid No.

Santa Susana ES Classroom Renovations

(Project Name)

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

California Civil Code Section 8136

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant:	Contractor
Name of Customer:	Simi Valley Unified School District
Job Location:	
Owner:	Simi Valley Unified School District

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check:	Simi Valley Unified School District
Amount of Check:	$
Check Payable to:	Contractor

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of: $

Signature

Claimant's Signature: _____ Date of Signature: _____

Claimant's Printed Name: _____ Claimant's Title: _____

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bid No.:

Santa Susana Elementary School Classroom Renovations

(Project Name)

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

California Civil Code Section 8134

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:
Name of Customer: Simi Valley Unified School District
Job Location:
Owner: Simi Valley Unified School District
Through Date:

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $

Exceptions:

This document does not affect any of the following:
(1) Retentions.
(2) Extras for which the claimant has not received payment.
(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: _____ Date of Signature: _____

Claimant's Printed Name: _____ Claimant's Title: _____

SIMI VALLEY UNIFIED SCHOOL DISTRICT

Bid No.

Santa Susana Elementary School Classroom Renovations

(Project Name)

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

California Civil Code Section 8138

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant:
Name of Customer: Simi Valley Unified School District
Job Location:
Owner: Simi Valley Unified School District

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has been paid in full.

Exceptions:

This document does not affect any of the following:

Disputed claims for extras in the amount of: $

Signature

Claimant's Signature: _____ Date of Signature: _____

Claimant's Printed Name: _____ Claimant's Title: _____

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER PROPOSAL *(COP)*

School Name:	**Santa Susana ES**	Date:	
Project Name:	**Classroom Renovations**	**COP Number:**	
To: *Name & Title*		Project Number:	
From: *Contractor*		Bid Number:	**21D6BX357**

Description of Work:

A. Subcontractor Cost of the Work:

	$ -	
	$ -	
	$ -	
	$ -	
	$ -	
	$ -	**Subtotal A:** $ -

B. Contractor Cost of the Work:

Payroll Costs (See attached supporting documentation.)	$ -	
Materials and Equipment (See attached suporting documentation.)	$ -	
Consultant Costs (See attached suporting documentation.)	$ -	
Supplemental Costs (See attached suporting documentation.)	$ -	**Subtotal B:** $ -

C. Contractor Fee: (As per General Conditions) **Subtotal C:** $ -

Total = (A + B + C) **Total:** $ -

☐ **The proposal would** ☐ Increase ☐ Decrease **the Contract Time by** ☐ **calendar days.**

☐ **The proposal does NOT affect the Contract Time.**

Contractor's Signature: Printed Name & Title Date

Follow all applicable procedures and provide all appropriate documentation as required by the Contract Documents.

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CHANGE ORDER (CO)

School Name:	Santa Susana ES	P.O.	
Project Name:	Classroom Renovations	Date:	
To: *(Contractor)*		**Change Order Number:**	
From:		Project Number:	
		Bid Number:	

A	B	C	D	(C / A)	(B + C) / A
Original Contract Amount	**Cumulative Change Order Total to Date** *(not including this CO)*	**Amount of this CO**	**Revised Contract Amount**	**% of this CO**	**% Total Cumulative COs** *(including this CO)*
$		$ -	#VALUE!	#VALUE!	#VALUE!

You are hereby directed to make the following change(s) in the Contract. Reference COP Number(s):

DESCRIPTION OF WORK:

Indicate Cost For Each COP #	
Total	$ -

REASON FOR CHANGE:

Initiator of Change: ☐ Contractor ☐ Owner ☐ Architect

Contract Documents associated with this Change Order are as follows: _____

Change Order Item Code: _____ A/E Fee ☐ Yes ☐ No Project Manager Initials: _____

The Contract Amount due to this Change Order will be ☐ Increased ☐ Decreased ☐ Unchanged by $ -

The Contract Time due to this Change Order will be ☐ Increased ☐ Decreased ☐ Unchanged by _____ days

The revised Final Completion date is _____

☐ Milestones in the Contract have been changed as per the attached Schedule

This Request appears valid and is recommended for approval.

	Signature	*Name (Print)*	*Date*
Contractor:			
Architect:			
Structural Engineer (as required for DSA)			
Project Coordinator			
Construction Project Manager		JEFF KIPP	
Bond Program Manager		TONY JOSEPH	
Associate Superintendent, Business & Facilities		RON TODO	

State of California - Division of the State Architect, Application Number: _____ File Number: _____

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

CONSTRUCTION DIRECTIVE *(CD)*

School Name:	**Santa Susana ES**
Project Name:	Classroom Renovations
To: *(Contractor)*	
From:	

Date:	
CD Number:	
Project Number:	
Bid Number:	

You are hereby directed to proceed as follows:

Description:

Proposed Adjustments:

1 The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ Lump Sum increase/decrease of $_____
- ☐ Unit Price of $ _____ per _____
- ☐ As provided in Section 7.3 of the General Conditions
- ☐ As follows: On a time and material basis with a "not to exceed" amount of $ _____

2 The Contract Time is proposed to (be adjusted). The proposed adjustment, if any, is (an increase of _____ days)

If Contractor contends that this Construction Directive establishes a basis for any adjustment in the Contract Amount, Milestones and/or Contract Time, the Contractor shall submit, pursuant to Section 9.3 of the General Conditions, a detailed written statement (utilizing the Change Order Proposal form) within **30 days** of the date of issuance of this CD.

Authorized By:

Architect: _____ Dated: _____
(Signature)

Project Coordinator: _____ Dated: _____

SimiValleySchools

SIMI VALLEY UNIFIED SCHOOL DISTRICT
DAILY EXTRA WORK REPORT
for Construction Directive(s) Issued by the District

To Owner:	**SIMI VALLEY UNIFIED SCHOOL DISTRICT**	CCD Number:	
From Contractor:		Report No:	
School:	**Santa Susana ES**	Date:	
Project:	**Classroom Renovations**	Bid No:	**21D6BX357**
SUBJECT:		Page _____ of _____	

Description of Work in Progress:

Building / Area of Work:

Personnel; By Name, Trade, Classification and Hours:

Equipment and Operator; By Name, Type, Model, Number and Hours:

Materials; By Type and Quantities:

Bond Program Manager: _____ Dated: _____
TONY JOSEPH

Project Coordinator: _____ Dated: _____
NAME ROBIN RICKMAN

SIMI VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR INFORMATION (RFI)

School Name:	Santa Susana ES	RFI Number:	
Project Name:	Classroom Renovations	Date:	
To: (District)		Project No.:	
From:		Bid Number:	21D6BX357

Drawing Number Detail | Specification Section | Page

Request:

Request Issued by: _____ (*Contractor's Signature*) _____ (*Name (Printed)*) _____ (*Date*)

Response:

Response Issued by: _____ (*Architect's Signature*) BARTON ANDERSON (*Name (Printed)*) _____ (*Date*)

Response Reviewed by: _____ (*Project Coordinator's Signature*) ROBIN RICKMAN (*Name (Printed)*) _____ (*Date*)

This Form Cannot Modify Contract Amount or Milestones and/or Contract Time.

Simi Valley Schools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

SIMI VALLEY UNIFIED SCHOOL DISTRICT

REQUEST FOR PROPOSAL *(RFP)*

School Name:	Santa Susana Elementary	Date:	
Project Name:	**Classroom Renovations**	**RFP No.:**	
Issued To: *(Contractor)*		Project No.:	
		Bid No.:	

Please submit an itemized proposal for adjustments, if any, in the Contract Amount, Milestones and/or Contract Time reflecting the proposed Work described herein. The itemized quotation must be submitted within the time frames as specified by the Project Manager after the receipt of this Request for Proposal (RFP).

THIS IS NOT A CHANGE ORDER OR A DIRECTION TO PROCEED WITH THE WORK DESCRIBED HEREIN.

Description of Work:

Attachments:

Issued by:

Architect Signature	*Name (Printed)*	*Date*

Project Coordinator's Signature	*Name (Printed)*	*Date*

SIMI VALLEY UNIFIED SCHOOL DISTRICT

OWNER ASSESSMENT SUMMARY

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

School Name:	Santa Susana Elementary School	Date:	
Project Name:	Classroom Renovations	Payment Application No.:	
Contractor:		Project Number:	
Issued By:	SVUSD Bond Office	Bid Number:	
Issued To:	**Accounts Payable**		

In accordance with the Contract Documents,
the OWNER may withhold the following assessments from payment to the CONTRACTOR:

Current Payment Due (Line 8 from the Application for Payment): $ -

The following assessments will be **WITHHELD** from the monthly payment to the CONTRACTOR:

Stop Notices (attach copy of *Notice of Withhold*) $ -

CLAIMANT _____ for _____ x 1.25 = $ -
CLAIMANT _____ for _____ x 1.25 = $ -
CLAIMANT _____ for _____ x 1.25 = $ -
CLAIMANT _____ for _____ x 1.25 = $ -

Prevailing Wage Violations $ -
Certified Payroll submission penalties $ -
Liquidated Damages: _____ **days** x $ - $ -
Punchlist Items *(attach copy of Punchlist)* $ -
Other *(Specify and attach documentation)*
_____ $ -

Total Amount to be WITHHELD: $

The following prior assessments will be **RELEASED** and included in the monthly payment to the CONTRACTOR:

Stop Notice RELEASES (attach copy of *Releases*) $ -

CLAIMANT _____ for $ -
CLAIMANT _____ for $ -
CLAIMANT _____ for $ -
CLAIMANT _____ for $ -

Other *(Specify and attach documentation)*
_____ $ -

Total Amount to be RELEASED: + $ -

Adjusted Payment: $

Adjusted Payment Authorized By: _____ _____

SUBSTITUTION REQUEST
(During the Bidding/Negotiating Stage)

Project: Santa Susana ES Classroom Renovations
Simi Valley, CA

Substitution Request Number:

From:

To:

Date:

Bid: 21D6BX357

Re:

Contract For: Simi Valley Unified School District

Specification Title:

Description:

Section: Page:

Article/Paragraph:

Proposed Substitution:

Manufacturer:

Phone:

Trade Name:

Description of attached product information:

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Proposed substitution does not affect dimensions and functional clearances.

Submitted by:

Signed by:

Firm:

Address:

Telephone & E-mail: (

Architect's REVIEW AND ACTION

☐ Substitution approved - Make submittals in accordance with Specification Substitution Procedures.

☐ Substitution approved as noted - Make submittals in accordance with Specification Substitution Procedures.

☐ Substitution rejected - Use specified materials.

☐ Substitution Request received too late - Use specified materials.

Signed by: **Date:**

Supporting Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ ___

SIMI VALLEY UNIFIED SCHOOL DISTRICT

SANTA SUSANA ES CLASSROOM RENOVATIONS

BID NO. 21D6BX357

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SECTION 01 1100

SUMMARY OF WORK

PART 1 - GENERAL

1.01 **SECTION INCLUDES THE FOLLOWING WORK**

A. The furnishing of all labor, materials, equipment, services, and incidentals necessary for classroom renovation work in classrooms numbers 3 through 22 and classrooms K1 & K2 at **Santa Susana Elementary School** located at 4300 Apricot Road. in Simi Valley, California as set forth in the Construction Documents which include, but are not limited to, the Drawings, Specifications, and any pre-bid addenda.

Demolition & Associated Remodel Work: Contractor to demolish, remove & dispose of existing tackboards/whiteboards, construction materials and any other removable objects hindering installation of new items. Remove plywood and infill walls shown on drawings to match existing walls. Add R-11 sound insulation.

Protection of Interactive (Smart) Boards: All existing smart boards and equipment shall remain, and shall be protected by Contractor. Contractor shall be responsible for any damages to smart boards. Lenses on the smart boards are susceptible to damage (dust and paint particles), and must be protected by Contractor. Any existing cables/wires/outlets which are in the way of new construction shall be properly relocated and reconnected by Contractor to allow installation of new tack boards and white boards.

Removal of wall-mounted wire mold and raceways to the limits indicated on the drawings. Remove, re-connect and extend electrical power wiring, conduits, cables and circuitry to the limits shown on the drawings, and as required to re-connect to relocated equipment. Install, connect to the existing circuitry, and make fully functional, new surface-mounted j-boxes with new convenience outlets at the locations shown on the drawings.

Painting: Dunn Edwards (District Standard)
Contractor to prepare, furnish and apply one (1) coat of primer and two (2) coats of semi-gloss enamel paint of colors selected by the District to all interior walls, and interior surfaces of doors and jambs, and one (1) coat of ULTRA GRIP PREMIUM primer and two (2) coats of Swiss Coffee SPARTA WALL SEMI GLOSS PAINT on all portions of the ceilings except for the beams. The painting work in the classrooms shall take place after demolition, and before installation of any new products. Typical areas to be painted include walls, ceilings, T-bar grids, pan-joists, all doors,

door/window frames (The exterior doors do not require painting). Contractor shall review and become familiar with the Limited Asbestos and Lead-Based Paint Survey Report. Colors for walls, ceilings, doors, and jambs shall be as selected by the District.

Other items of Work included in this project:

Tack boards (TB): Contractor shall provide and install new tackboards on the walls at the locations identified on the plans/elevations.

White Boards (WB): Owner Furnished, Contractor-Installed (OFCI).

HVAC: Temporary sealing & isolation of HVAC supply and return air systems serving the rooms undergoing renovations. If each classroom is served by a dedicated rooftop package unit, also shut-off the unit while the renovations are taking place.

Electrical: Permanent relocation of various existing electrical improvements so that they will remain fully functional, and not interfere with the new improvements installed in this project, on the interior walls of the classrooms.

Phasing: Refer to the Special Conditions included in the Project Manual for Phasing of the Work, and other requirements.

PART 2 - EXECUTION

2.01 USE OF PREMISES

A. CONTRACTOR shall coordinate Work of all trades, Subcontractors, utility service providers, with OWNER and/or Separate Work Contract. CONTRACTOR shall sequence, coordinate, and perform the Work to impose minimum hardship on the operation and use of the existing facilities and/or Project site. CONTRACTOR shall install all necessary protection for existing improvements, Project site, property, and new Work against dust, dirt, weather, damage, vandalism, and maintain and relocate all protection to accommodate progression of the Work.

B. CONTRACTOR shall confine entrance and exiting to the Project site and rooms to routes designated by the District Rep.

C. CONTRACTOR shall cover and protect furniture, cabinetry, flooring, and District property in areas of the Work.

D. CONTRACTOR is advised that school will be in session during performance of the Work. CONTRACTOR shall utilize all available means to prevent generation of

unnecessary noise and maintain noise levels to a minimum. When required by the District Representative, CONTRACTOR shall immediately discontinue noise-generating activities and/or provide alternative methods to minimize noise generation. CONTRACTOR shall install and maintain air compressors, tractors, cranes, hoists, vehicles, and other internal combustion engine equipment with mufflers, including unloading cycle of compressors. CONTRACTOR shall discontinue operation of equipment producing objectionable noise as required by the District Rep.

E. CONTRACTOR shall furnish, install, and maintain adequate supports, shoring, and bracing to preserve structural integrity and prevent collapse of existing improvements and/or Work modified and/or altered as part of the Work.

F. CONTRACTOR shall secure gates, building/ room entrances, exits, and Work areas to prevent unauthorized access.

G. CONTRACTOR assumes custody and control of OWNER property, both fixed and portable, remaining in existing facilities vacated during the Work and shall lock the exterior door of each room under renovation, at the end of each work day or work evening. If CONTRACTOR is provided with a temporary alarm code, CONTRACTOR shall set the alarm system to ON upon completion of the day's or evening's work.

H CONTRACTOR shall cover and protect surfaces of rooms and spaces in existing facilities turned over for the Work, including OWNER property remaining within and outside of the areas of work as necessary to prevent soiling or damage from the Work of the project. CONTRACTOR shall protect areas adjacent to the Work in a similar manner. Prior to OWNER re-occupancy, CONTRACTOR shall clean all surfaces including OWNER property, and place any items that were temporarily relocated, stored, or moved out of the way for performance of the Work, back in their proper locations.

I. CONTRACTOR shall not use or allow anyone other than OWNER employees to use facility telephones and/or other equipment, except in an emergency.

J. CONTRACTOR shall protect all surfaces, coverings, furniture, materials, and finished Work from damage. Scaffolding, ladders, and other mobile equipment shall be provided with sufficient floor protective devices to prevent scratching or marring of the flooring.

K. CONTRACTOR is advised OWNER may award contracts for other improvements at this Project or at the site at the same time the Work of this Project is taking place. CONTRACTOR shall fully cooperate with OWNER and other contractors who may be performing work on other projects at the site.

L. CONTRACTOR shall not permit the use of portable and/or fixed radio's or other types of sound producing devices including walkmans and similar devices. CONTRACTOR shall perform noisy or dust-producing work only during non-school hours.

M. CONTRACTOR shall secure work areas, materials, and equipment in a manner that prevents students from gaining access.

O. CONTRACTOR shall blank-off and completely isolate the supply and return-air ducting at the rooms undergoing renovation, during the entire course of the renovation work until the rooms are ready for District re-occupancy.

2.02 PROPERTY INVENTORY

A. CONTRACTOR shall maintain records of all OWNER FURNISHED items.

2.03 FURNITURE, FIXTURES AND EQUIPMENT (MATERIALS) OWNER FURNISHED CONTRACTOR INSTALLED (OFCI)

A. Certain materials identified in the Contract Documents as OWNER Furnished CONTRACTOR Installed (OFCI), will be picked up by CONTRACTOR from the District's Warehouse, inventoried, and carefully transported & secured at the Project site by the CONTRACTOR, for CONTRACTOR installation. OFCI shall be picked up at 2956 School Street, Simi Valley, CA 93063, and carefully handled, transported to the school site, and un-boxed & inspected for damage by Contractor at Katherine Elementary School, followed by timely installation within the classroom buildings. Contractor shall, upon receipt of the OFCI items, promptly notify the District of any damage to the District-Furnished items, or of any missing items.

B. If designated in the Contract Documents to be OWNER furnished CONTRACTOR installed, (OFCI), CONTRACTOR shall unload, store, secure, uncrate, assemble, install, and connect & make functional OWNER supplied materials.

C. CONTRACTOR shall coordinate with OWNER the schedule for picking up OFCI materials from the OWNER'S warehouse. CONTRACTOR shall store and secure OFCI materials inside rooms and/or protected spaces, and shall promptly install OFCI materials and equipment. CONTRACTOR shall be responsible for security of OFCI materials until Substantial Completion. District Rep and CONTRACTOR will sign receipt or bill of lading upon verification of items as applicable.

D. CONTRACTOR shall, within ten days after picking up, uncrate and/or unpack OFCI materials in presence of OWNER who shall with CONTRACTOR, inspect. OWNER and CONTRACTOR shall prepare an inspection report listing any damaged or missing items, parts, and accessories. OWNER shall transmit one copy of the finalized report to CONTRACTOR. OWNER or CONTRACTOR, if CONTRACTOR is determined

to be the responsible party, will procure and/or replace missing and or damaged OFCI materials, as indicated in inspection report.

E. CONTRACTOR shall install OFCI materials in the locations and orientation as indicated in the Contract Documents, and as directed by the District Rep. CONTRACTOR shall verify exact locations with District Rep. before installation of backing or supports for OFCI items, as some of the rooms have very specific locations required for the OFCI items.

F. If required, District Rep. will furnish field direction or setting and or placement drawings for OFCI materials.

G. CONTRACTOR shall install OFCI materials by proper means and methods to ensure an installation as recommended by the manufacturer. CONTRACTOR shall furnish and install all necessary fasteners and required blocking to properly install OFCI materials in accordance with structural details issued in the Contract Documents.

H. CONTRACTOR shall install OFCI materials with manufacturer or structural engineer recommended fasteners for the type of construction to which the OFCI materials are being fastened and/or anchored.

I. CONTRACTOR shall provide final connections of any electrical, or similar items to OFCI equipment.

END OF SECTION

SECTION 02221

DEMOLITION

PART 1 - GENERAL

1.01 SUMMARY

A. Provisions of Division 01 apply to this section. Refer to the Special Conditions for additional requirements. Asbestos and Lead-Based Paints survey reports are included at the end of the Project Manual.

B. Section Includes: Furnishing labor, materials and equipment necessary for demolition, dismantling, cutting and alterations as indicated, specified, or required for completion of the Work. Includes items such as the following:

1. Protection of existing improvements to remain.
2. Cleaning existing improvements to remain.
3. Disconnecting and capping utilities.
4. Removing debris, waste materials, and equipment.
5. Removal of items for performance of the Work.
6. Salvageable items to be retained by the Owner.

1.02 QUALITY ASSURANCE

A. Perform the Work of this section by workers skilled in the selective demolition of building components and structures. Perform the Work of this section under direct superintendence at all times.

B. Prior to commencement of Work, review the Lead and Asbestos survey reports included at the end of the Project Manual. Utilize only abatement methods for any Work that impacts building materials containing Lead or Asbestos. Schedule a walkthrough with the District Representative, to confirm Owner property items have been removed from scheduled Work areas. Identify and mark remaining property items and schedule their removal.

C. Coordinate demolition for the correct sequence, limits, and methods. Schedule demolition Work to create least possible noise, dust, and inconvenience to the students, staff, and public. Schedule noisy or dust-generating work for after-school hours or non-school days.

D. Related Standard: American National Standard A10.6-1983

1.03 PROJECT CONDITIONS

A. Drawings may not indicate in detail all demolition Work to be performed. Examine existing conditions to determine the full extent of required demolition. Examine existing conditions to determine the full extent of any abatement required.

B. Repair damage to existing improvements or damage due to excessive demolition.

C. Provide all measures to avoid excessive damage from inadequate or improper means and methods, improper shoring, bracing or support.

D. If conditions are encountered that varies from those indicated, promptly notify the Architect for clarification before proceeding.

PART 2 - PRODUCTS

2.01 HANDLING OF MATERIALS

A. Items scheduled for salvage by the Owner shall be delivered to a location designated by the District Representative. Items shall be cleaned, packaged and labeled for storage.

B. Items scheduled for reuse shall be stored on the Project site and protected from damage, theft and other deleterious conditions.

PART 3 - EXECUTION

3.01 GENERAL

A. Protection:

1. Do not commence demolition until safety partitions, barricades, warning signs and other forms of protection are installed.

2. Provide all safeguards, including warning signs, lights and barricades, for protection of workers, occupants, and the public.

B. If, at any time, safety of existing construction appears to be endangered, take immediate measures to correct such conditions; cease operations and immediately notify the Architect and District Representative.

3.02 DEMOLITION

A. Do not throw or drop materials. Keep demolished materials away from students and staff, and promptly remove from site.

B. Remove existing construction only to extent necessary for proper installation of Work and interfacing with existing construction. Cut back finished surfaces to straight, plumb or level lines as required for a smooth transition.

C. Where openings are cut oversize or in improper locations, replace or repair to required condition.

3.03 REMOVAL OF OTHER MATERIALS

A. Woodwork: Cut or remove to a joint or panel line.

B. Modular materials such as existing chalk board frames, HVAC registers: Remove as required on the plans.

C. Gypsum Board: Remove to a panel joint line on a stud or support line.

D. Remove existing improvements not specifically indicated or required but necessary to perform Work. Cut to clean lines, allowing for installation of Work.

3.04 PATCHING

A. Patch and/or repair materials to remain when damaged by the performance of the Work of this section. Finish material and appearance of patch and/or repair Work shall match existing.

3.05 CLEANING

A. Clean existing materials to remain with appropriate tools and equipment.

B. Protect existing improvements during cleaning operations.

C. Debris shall be dampened by fog water spray prior to transporting by truck.

D. Debris pick-up area shall be kept broom-clean and shall be washed daily with clean water.

E. Remove waste and debris, other than items to be salvaged. Turn over salvaged items to Owner, or store and protect for reuse where required. Continuously clean up and remove items as demolition Work progresses.

F. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

END OF SECTION

SECTION 06 1000

ROUGH CARPENTRY

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Rough carpentry Work.

2. Installation of glued laminated members, plywood web joists or wood chord metal web joists.

B. Related Requirements:

1. Division 01 - General Requirements.

2. Section 03 1100: Summary of Work.

3. Section 09250: Gypsum Board.

1.02 SYSTEM DESCRIPTION

A. Regulatory Requirements:

1. Work of this Section shall comply with CBC Chapter 23.

1.03 QUALITY ASSURANCE

A. Comply with the following as a minimum requirement:

1. Redwood structural and framing lumber shall be graded in accordance with Standard Specifications for Grades of California Redwood Lumber of the Redwood Inspection Service.

2. Douglas fir, larch or hemlock structural and framing lumber shall be graded in accordance with the Standard Grading Rules of the West Coast Lumber Inspection Bureau (WCLIB) or the Western Lumber Grading Rules of the Western Wood Products Association (WWPA).

3. Plywood shall conform to requirements of Product Standard PS 1, and shall be grade marked by a recognized grading agency (APA and PTL).

B. Lumber shall bear official grade mark of the association under whose rules it was graded or official grade mark of another recognized grading agency.

C. Structural and framing members 2-inch thick (nominal) and larger shall be air-dried to moisture content not to exceed 19 percent before installation.

D. Each piece of preservative treated lumber shall be identified by the Quality Mark of an approved inspection agency in accordance with CBC Chapter 23; refer to Section 01 4523: Testing and Inspection.

E. Lumber showing visible signs of mold growth:

1. Lumber showing visible signs of mold growth shall be removed from the project site or cleaned as outlined below.

2. The contractor is responsible for all costs associated with cleaning, post-cleaning testing, and reporting for lumber with mold.

a. Lumber that shows visible signs of mold growth prior to, or after installation, shall be cleaned pursuant to the current edition of USEPA's guidance publication "Mold Remediation in Schools and Commercial Buildings (EPA 402-K-01-001).

b. A minimum of 10 percent of the total locations cleaned must be sampled (tape lift method) post cleaning to ensure cleaning effort was successful. Cleaning will be considered acceptable when tape lift sample results evaluated by direct microscopic examination determine that the general abundance of mold is non-detect or rare (normal trapping to 1+).

c. A report prepared by a Certified Industrial Hygienist (CIH) that details the sampling and cleaning results shall be prepared and submitted to the OAR for review and approval of the LAUSD Office of Environmental Health and Safety.

d. Cleaned lumber shall not be installed or enclosed by finish materials until approval of test results. Cleaned lumber must meet moisture content requirements as required elsewhere in this specification prior to installation or application of finishes.

1.04 STORAGE, HANDLING AND PROTECTION

A. The materials supplied as part of the Work of this section shall be protected from exposure to inclement weather before being covered by other Work.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Lumber: Structural and framing lumber shall be of following species and grades:

	INSTALLATION	SPECIES	GRADE
1.	Subfloor, wall sheathing, roof sheathing and ceiling furring	Douglas fir and larch	Construction Board, WCLIB; WWPA
2.	Posts, (5-inch by 5-inch and larger, width not more than 2 inches greater than thickness).	Douglas fir and larch	No. 1 or better Structural Posts and Timbers, WCLIB. No. 1 or better Post and Timbers, WWPA.
3.	Beams, girders and truss members (5-inch and thicker, rectangular, width more than 2-inches greater than thickness) where exposed as finish members.	Douglas fir and larch	No. 1 or better Structural Beams and Stringers, WCLIB; WWPA.
4.	Joists, rafters, lintels, posts, mullions and members (2 to 4-inch thick, 2 to 4-inch wide)	Douglas fir and larch	No. 1 or better; Structural Light Framing, WCLIB;
5.	Other lumber (2 to 4-inch thick, 2 to 4-inch wide) not specified in subparagraph 5 above.	Douglas fir and larch	Construction Light Framing WCLIB; WWPA
6.	Framing lumber (2 to 4-inch thick, 5-inch and wider).	Douglas fir and Larch	No. 1 or better Structural Joists and Planks, WCLIB; WWPA.
7.	Mudsills and plates in contact with earth.	Douglas fir and Larch Treated	Same as subparagraphs 5 and 6.
8.	Sills or plates installed on concrete or masonry surfaces 6 inches or less above earth or finish grade.	Douglas fir and Larch Treated	Same as subparagraphs 5 and 6.
9.	Sills, foundation plates and sleepers installed on concrete, masonry foundations, or installed on concrete slab in direct contact	Douglas fir and Larch treated	Same as subparagraphs 5 and 6.

with earth.

10.	Miscellaneous nailing strips and blocks embedded in concrete or masonry.	Douglas fir and Larch treated	Same as subparagraphs 5 and 6.

B. Plywood: Plywood furnished for structural purposes, when exposed outdoors, shall be exterior type plywood. Other plywood furnished for structural purposes shall be exterior type, or Exposure 1.

C. OSB Board or Panels:

1. Oriented strand board or panels shall not be furnished as part of the Work of this section.

D. Preservative Treated Wood:

1. Wood and plywood specified; as treated wood shall be pressure treated wood in accordance with CBC requirements.

2. Seasoning: Treated lumber shall be air seasoned after treatment, for a minimum of two weeks before installation. Moisture content shall be 15 percent maximum.

3. Creosote or arsenic is not permitted for treating wood.

4. When treated wood member have been notched, dapped, drilled, or cut, such newly cut surfaces shall be painted with a heavy coat of the same preservative material originally provided for treatment of wood member.

E. Fire Retardant Protection: Wood and plywood specified as fire retardant protected wood shall be treated by approved methods and materials and shall be dried following treatment to maximum moisture content as follows:

1. Solid sawn lumber 2-inch thick or less: 19 percent.

2. Plywood: 15 percent.

F. Plywood Subflooring: Underlayment, Group 1, Exposure 1; of thickness indicated.

G. Mineral Fiber Panels: Asbestos-free, thickness as indicated.

H. Adhesive: Elastomeric adhesive – follow manufacturer's installation instructions. Product must be approved by OWNER Office of Environmental Health and Safety and conform to ASTM D 3498 or APA-AFG-01.

PART 3 - EXECUTION

3.01 FASTENINGS

A. Nails and Spikes:

1. Furnish only common wire nails or spikes whenever indicated, specified or required.

2. Whenever necessary to prevent splitting, holes shall be pre-drilled for nails and spikes.

3. Nails in plywood shall not be overdriven.

4. Machine Applied Nailing: Use of machine nailing is subject to a satisfactory Project site demonstration for each Project and approval by the Architect or structural engineer retained by the Architect as an Architect Consultant and DSA. Installation is subject to continued satisfactory performance. Machine nailing is not permitted for 5/16 inch plywood. Do not permit nail heads to penetrate outer ply. Maintain minimum allowable edge distances when installing nails.

B. Lag Screws:

1. When installing lag screws in a wood member, pre-drill hole as required by the CBC.

2. Lag screws, which bear on wood, shall be fitted with standard steel plate washers under head. Lag screws shall be screwed and not driven into place.

C. Bolts:

1. Lumber and timber to be fastened together with bolts shall be clamped together with holes for bolts bored true to line.

2. Bolts shall be fitted with steel plates or standard cut washers under heads and nuts. Bolts shall be tightened when installed and again before completion of the Work of this section.

D. Wood Screws: When installing wood screws, pre-drill holes as required by the CBC.

E. Metal Framing Devices: Framing anchors, joist hangers, ties, and other mechanical fastenings shall be galvanized or furnished with a rust inhibitive coating. Nails and fastenings shall be of the type recommended by manufacturer.

F. Powder Driven Fasteners:

1. Loads shall not exceed 75 pounds unless indicated on the Drawings or when reviewed by the Architect.

2. The operator, tool, and fastener shall perform the following as observed by the Inspector.

   a. Observe installation of first 10 fasteners.

   b. Test the first 10 fasteners by performing a pullout test. Load shall be at least twice the design load, or 150 pounds, whichever is greater.

   c. Random testing:

      1) Load less than 75 pounds - approximately 1 in 10 pins.

      2) Load 75 pounds or greater - 1/2 of the pins.

3. Failure of any test will result in testing of all installed pins.

4. Nail heads shall not break the outer skin of sheathing.

5. Non-compliant pins shall be replaced.

3.02 INSTALLATION

A. Stud Walls, Partitions and Furring:

1. Wood stud walls, partitions and vertical furring shall be constructed of members of size and spacing indicated. Provide single treated plate at bottom and double plate at top unless otherwise indicated. Interior, nonbearing non-shear partitions may be framed with a single top plate, installed to provide overlapping at corners and at intersections with other wall and partitions or by metal ties as detailed.

2. Walls and partitions shall be provided with horizontal staggered blocking at least 2 inch nominal thickness and same width as studs, fitted snugly, and nailed into studs. Blocking shall be installed at mid-height of partition or not more than 7 feet on center vertically. Install wood backing on top of top plate wherever necessary for nailing of lath or gypsum board.

3. Walls, partitions and furred spaces shall be provided with 2-inch nominal thickness wood firestops, same width as space to be firestopped, at ceiling line, mid-height of partition and at floor line. Firestops at floor line are not required when floor is concrete. If width of opening is such that more than one piece of lumber is necessary, provide two thicknesses of one inch nominal material installed with staggered joints.

4. Firestops shall be installed in stud walls and partitions, including furred spaces, so the maximum dimension of any concealed space is not over 10 feet.

5. Corners, and where wood stud walls and wood vertical furring meet, shall be constructed of triple studs. Openings in stud walls and partitions shall be provided with headers as indicated and a minimum of 2 studs at jambs, one stud of which may be cut to support header in bearing.

6. Where wood and masonry or concrete walls intersect, end stud shall be fastened at top, bottom and mid-height with one 1/2 inch diameter bolt through stud and embedded in masonry or concrete a minimum of 4 inches. Bolts shall be provided with washers under nuts.

7. Sills under bearing, exterior or shear walls shall be bolted to concrete with 5/8 inch diameter by 12-inch long bolts with nuts and washers, spaced not more than 4 feet on center unless noted otherwise. There shall be a bolt within 9 inches of each end of each piece of sill plate. Sills shall be installed and leveled with shims, washers, with nuts tightened to level bearing. Space between sill and concrete shall be dry packed with cement grout.

B. Floor Joists, Roof and Ceiling Framing:

1. Wood joists shall be of the size and spacing indicated, installed with crown edge up, and shall have at least 4-inch bearing at supports. Provide 2-inch solid blocking, cut in between joists, same depth as joists, at ends and bearings, unless otherwise indicated.

2. Floor joists of more than 4 inches in depth and roof joists of more than 8 inches in depth shall be provided with bridging. Floor joists shall be bridged every 8 feet with solid blocking or metal cross bridging. Roof joists shall be bridged every 10 feet.

3. Joists under and parallel to bearing partitions shall be doubled and nailed or bolted together as detailed. Whenever a partition containing piping runs parallel to floor joists, joists underneath shall be doubled and spaced to permit passage of pipes and blocked with solid blocking spaced at not more than 4 feet intervals.

4. Trimmer and header joists shall be doubled, when span of header exceeds 4 feet. Ends of header joists more than 6 feet long shall be supported by framing anchors or joist hangers unless bearing on a beam, partition, or wall. Tail joists over 12 feet long shall be supported at header by framing anchors or on ledger strips at least 2 by 4.

5. Provide solid blocking between rafters and ceiling joists over partitions and at end supports where indicated.

C. Beams, Girders and Joists:

1. Ends of wood beams, girders and joists which are 2 feet or less above finished outside grade and which abut, but do not enter concrete or masonry walls, as well as wood blocking used in connection with ends of those members shall be treated with wood preservative.

2. Where wood beams, girders and joists enter masonry or concrete walls 2 feet or less above outside wall, metal wall boxes or equivalent moisture barriers shall be provided between wood and masonry or concrete.

D. Subflooring:

1. Floor sheathing: Plywood of thickness and nailing indicated. Install with the face grain direction across supports, end joints staggered and centered over supports. Provide solid blocking under plywood edges where indicated. In addition to nailing, sheets of plywood flooring shall be secured in place with elastomeric adhesive, installed at beams, joints, perimeter supports and panel edges.

E. Roof and Wall Sheathing:

1. Plywood roof sheathing shall be Structural I, Grade C-D, Exposure 1, thickness as indicated.

2. Where exposed roof sheathing is indicated, area shall be sheathed solid with dressed and center matched, V-jointed boards of sizes indicated. Boards shall be installed perpendicular to supports.

3. Soffits of overhanging eaves, where indicated, shall be boxed-in using Group I, Exterior Type, Grade A-C, plywood, thickness as indicated.

4. Plywood for shear walls shall be Structural I, Grade C-D Exterior Type, thickness as indicated. Install with the long dimension parallel or perpendicular to the supports. Blocking shall be provided behind edges not located over supports. Shear wall construction, nailing, and top and bottom anchorage shall be as indicated.

5. Provide and install metal H-clips of required size, midway between rafters at unsupported edge joints of plywood roof sheathing where rafters are spaced at 24 inches on center. Clips shall be Plyclips, by Timber Fasteners Inc., Panel Clips by Simpson Co., USP Structural Connectors, or equal.

F. Attic Space Partitions and Attic Walkways:

1. Attic space partitions shall be constructed of 2 by 4 wood members spaced at 2 feet on center maximum with 5/8 inch gypsum board.

2. Doors in attic space partitions shall be self-closing, of the same sheathing material as partition, constructed with 2 battens and a diagonal brace across back.

3. Shear walls passing through attic space shall be sheathed with 5/8 inch gypsum board on each side.

4. Attic walkways shall be constructed of 2 by 12 planks installed one-inch apart and nailed at each support with three 16d nails.

G. Furring:

1. Rafters or ceiling joists indicated to be furred for support of materials other than acoustical tile shall be furred with 2 by 4 wood members installed at right angles to supports, spaced as indicated and nailed in place. Furring shall be aligned, and bottoms shall be leveled by installing wood shims as required, and nailed as indicated.

2. Furring for protective wall padding in gymnasium shall be 1 by 3 Douglas fir, Construction Boards, S1S1E; applied horizontally to concrete walls at top and bottom of padding panels; and at uniform intermediate spacing not more than 18 inches on center. Stripping shall be shimmed where required, aligned to a true plane, and secured to concrete walls with concrete nails at not more than 18 inches on center.

H. Furring: Where metal furring is not indicated or specified, provide wood furring at points indicated and required for concealing conduit, piping, structural framing or other unfinished materials. Wood furring shall be 2-by studs of required width. Vertical members contacting concrete or masonry shall be attached as specified for anchoring interior wood stud partitions.

I. Grounds:

1. Provide and set wood grounds at points where wood trim occurs and work is to be plastered. Grounds at 3/4 inch metal lath shall be 5/8 inch thick, net, 1 ½-inch wide Douglas Fir, S1S. Grounds shall be doubled where trim member exceeds 5-inch width, or wherever indicated. Grounds shall be applied after lath has been installed set plumb, level and true to line.

2. Apply grounds over wood framed surfaces and lath and securely nail to wood backing at each stud or bearing. Grounds applied over steel channel studs and lath shall be securely nailed at each stud or bearing to nail-blocks provided and installed in metal studs.

3. Grounds applied to concrete surfaces shall be securely nailed to woodblocks provided and built into concrete.

J. Nailing Strips and Plates:

1. Provide wood nailing strips, plates and blocking indicated or required. Nailing strips in connection with metal work shall be bolted to metal. Wood nailing blocks for securing grounds shall be built into concrete, or masonry.

2. Nailing schedule shall comply with CBC requirements.

3. Treated wood nailing strips for lightweight insulated concrete roof decks at eaves, ridges, rakes, base of curbs and wherever else indicated, shall be provided and installed. Strips shall be treated Douglas fir, 4 inches (nominal) width by thickness of insulated concrete.

K. Wood Backing: Provide wood backing as indicated and as required to receive plumbing, electrical fixtures and equipment, cabinets, door stop plates and other fixed equipment.

L. Wood Bucks: Furnish and set wood bucks to form openings for doors and other openings in concrete or masonry walls and in steel stud or channel partitions and furring. Bucks shall be Douglas fir, S1S2E, 2 inches (nominal) thickness and of width indicated or required. Bucks in connection with concrete shall be bolted thereto, and bucks in masonry walls shall be attached by means of strap anchors embedded in masonry joints. Bucks in connection with steel studs and metal channels shall be secured with nails or screws spaced not to exceed 24 inches on centers.

M. Bench Tops and Backs: Tops and backs shall be 3/4 inch thick asbestos free board, fabricated to minimize number of joints. Edges shall be neatly cut, smoothly finished and joints accurately fitted and butted. Tops and backs shall be secured with countersunk flathead galvanized wood screws. At bench with steel pan, apply with manufacturer's recommended adhesive. Cut and drill as required for Work to be attached to benches.

3.03 CLEAN UP

A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

3.04 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09250

GYPSUM BOARD

PART 1 - GENERAL

1.01 SUMMARY

A. Provisions of Division 01 apply to this section.

B. Section Includes:

1. Gypsum board systems and accessory components as indicated.

1.02 SYSTEM DESCRIPTION

A. Design Requirements: Provide systems capable of resisting deflection as required by CBC and authorities having jurisdiction.

B. Regulatory Requirements: Comply with CBC requirements for design and installation.

1.03 SUBMITTALS

A. Shop Drawings: Submit Shop Drawings indicating complete suspension system including connections, anchorage, and trim features.

B. Material Samples: Submit 9 inch x 9 inch Samples of the texture coat of gypsum board if required by the District.

C. Product Data: Submit manufacturer's catalog data for each product proposed for installation.

1.04 QUALITY ASSURANCE

A. Comply with following as a minimum requirement:

1. ASTM C 36 – Standard Specification for Gypsum Wallboard.

2. ASTM C 79 – Standard Specification for Treated Core and Nontreated Core Gypsum Sheathing Board.

3. ASTM C 475 – Standard Specification for Joint Compound and Joint Tape for Finishing Gypsum Board.

4. ASTM C514 – Standard Specification for Nails for Application of Gypsum Board.

5. ASTM C 557 – Standard Specification for Adhesives for Fastening Gypsum Wallboard to Wood Framing.

6. ASTM C 630 – Standard Specification for Water-Resistant Gypsum Backing Board.

7. ASTM C 840 – Standard Specification for Application and Finishing of Gypsum Board.

8. ASTM C 1002 – Standard Specification for Steel Self-Piercing Tapping Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Wood Studs or Steel Studs.

9. ASTM C 954 – Standard Specification for Steel Drill Screws for Application of Gypsum Panel Products or Metal Plaster Bases to Steel Studs From 0.033 inch to 0.112 inch in Thickness.

10. ASTM C 1047 – Standard Specification for Accessories for Gypsum Wallboard and Gypsum Veneer Base.

11. ASTM C 442 – Standard Specification for Gypsum Backing Board, Gypsum Coreboard, and Gypsum Shaftliner Board.

12. ASTM C 1396 – Standard Specification for Gypsum Board.

13. NFPA or UL requirements for fire-rated assemblies according to ASTM E119.

14. Underwriters Laboratories (ULI) requirements and listings for fire-rated materials and products classification.

15. GA 600 – Gypsum wallboard shall conform to requirements of GA 600 Fire Resistance Design Manual, published by Gypsum Association,

16. GA 214 - Gypsum wallboard finish shall conform to requirements of GA 214, published by Gypsum Association, and as specified herein. Levels required for Work are described as follows:

B. Qualifications: Installer shall have a minimum 5 years experience in installing and finishing gypsum board.

1.05 DELIVERY, STORAGE AND HANDLING

A. Deliver materials in original, new factory sealed packages, containers or bundles bearing brand name and name of manufacturer.

B. Materials shall be kept dry. Gypsum wallboard shall be neatly stacked flat; avoid sagging and damage to edges, ends, and surfaces.

C. Fire-rated materials shall have fire classifications numbers attached and legible.

D. Provide all means necessary to protect gypsum board systems before, during, and after installation.

E. Gypsum wallboard showing any evidence of water damage shall not be installed. Gypsum wallboard showing evidence of water damage after installation shall be removed and replaced.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Gypsum Board:

1. Type X (fire-resistant), 5/8 inch thick 48 inch wide, up to 16 feet long conforming to ASTM C 36 with long edges tapered.

GYPSUM PANEL SYSTEM				
Panel	**Fasteners**	**Joint Tape**	**Joint Treat.**	**Panel Source or Eq.**
5/8" Sheetrock regular, Firecode Core, or Firecode C Core Gypsum panels	Wood: 1 ¼" Type W drywall screws. Steel: 1 ¼" Type S or S-12 drywall screw.	Sheetrock paper tape regular or Heavy	Sheetrock Setting Type, Lightweight Setting, Sheetrock Taping, Topping, or All-Purpose, Sheetrock Ready-Mixed Taping, Topping, or All-Purpose, or Sheetrock Lightweight All-Purpose or Ready-Mixed - Plus 3	United States Gyp. Co. 125 S. Franklin St. Chicago, Il 60606 1-800-289-4874
5/8" Georgia Pacific, Type X, Type T, or Type TG-C (Fire-Rated)	Wood: 1 ¼" Type W drywall screws. Steel: 1 ¼" Type S or S-12 drywall screw.	Sheetrock paper tape regular or Heavy	Same as above	Georgia Pacific
5/8" Gold Bond regular, Fire-Shield or Fire-Shield C gypsum wallboard	Wood: 1 ¼" Type W drywall screws. Steel: 1 ¼" Type S or S-12 drywall screw.	ProForm Joint Tape, ProForm Multi-Flex Tape Bead or Sta-Smooth HS Tape.	ProForm Multi-Use Joint Compound, All Purpose, Lite, Triple-T, Topping, or Easy Finish All Purpose, Light Weight, Topping, or Sta-Smooth, Lite, or HS Joint Compound.	Gold Bond National Gypsum Co. 2001 Rexford Rd Charlotte, NC 28211

B. Fastenings:

1. ASTM C 1002 self-drilling, self-tapping bugle-head drywall screws; No. 6 Type S or S12, 1 1/4 inch long for metal framing, Type W 1-1/4 inch long for wood framing (for single-layer panels) and type S for light gauge steel framing. Screws shall be furnished with a corrosion-resistant treatment.

3. Adhesive: as recommended by board manufacturer and in compliance to ASTM C 557.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Gypsum Board:

1. Install gypsum board in conformance with ASTM C 840.

2. Gypsum board shall be cut by scoring and breaking or by sawing, working from face side. Where board meets projecting surfaces it shall be scribed and neatly cut. Unless conditions require otherwise, gypsum board shall be installed first to ceilings, then to walls. End joints shall occur over a support. Install panels of maximum practical length so a minimum number of end joints occur.

3. End joints shall be staggered and joints on opposite sides of a partition shall be arranged to occur on different studs. Joint layout at openings shall be installed so no end joints will align with edges of openings.

4. Except where specified otherwise, fasteners shall be spaced not less than 3/8 inch from edges and ends of gypsum board. Do not stagger fasteners at adjoining edges and ends.

5. Install gypsum board vertically or horizontal as permitted by specific UL Design at walls. Fasten board with drywall screws spaced not to exceed 8 inch on centers around perimeter of boards and 8 inches on centers on intermediate studs. Space screws at 8 inches on centers along top and bottom runners. Screws shall be driven to provide screwhead penetration just below gypsum board surface without breaking surface paper. Where electrical outlet and switch boxes are indicated, provide adjustable attachment brackets between studs.

6. Install gypsum board to ceiling framing with long dimension at right angles to furring channels, or wood framing members, and fasten with specified drywall screws or nails spaced 6 inch to 7 inch on centers across board. Screws or nails shall be not less than 1/2 inch from side joints and 3/8 inch from butt end joints. Abutting end joints shall occur over furring channels and end joints of boards shall be staggered. Support cutouts or openings in ceilings with furring channels.

7. Install access doors, furnished under another section, in correct location, plumb, or level, flush with adjacent construction, and securely fastened to framing.

3.02 TOLERANCES

A. Install gypsum board flat within 1/8 inch in 10 feet.

3.03 JOINT TREATMENT AND FINISHING

Level	Joints	Interior Angles	Accessories	Fasteners	Surface
1	Tape set in compound	Tape set in joint compound			Tool marks and ridges acceptable
2	Tape set in joint compound and one separate coat of joint compound	Tape embedded in joint compound and wiped to leave a thin coat of compound over tape, and one separate coat	Covered by one separate coat of joint compound	Covered by one separate coat of joint compound	Free from excess joint compound. Tool marks and ridges acceptable.

Level	Joints	Interior Angles	Accessories	Fasteners	Surface
3	After taping, cover with two separate coats of joint compound	After taping, cover with one separate coat of joint compound	Covered by 3 separate coats of joint compound	Covered by 3 separate coats of joint compound	Smooth and free of tool marks and ridges *
4	After taping, cover with 2 separate coats of joint compound	After taping, cover with one separate coat of joint compound	Covered by 3 separate coats of joint compound	Covered by 3 separate coats of joint compound	Smooth and free of tool marks and ridges *
5	After taping, cover with 2 separate coats of joint compound	After taping, cover with one separate coat of joint compound	Covered by 3 separate coats of joint compound	Covered by 3 separate coats of joint compound	Skim coat of joint compound applied to entire surface. Surface free from tool marks and ridges. *

*At completion of specified taping and finishing, install one coat of high solids primer as specified hereafter

NOTE: LEVEL 4 FINISH REQUIRED FOR THIS PROJECT.

B. All Levels: Install tape bedding compound, tape, and finishing cement on joints in wallboard as required for specified levels of finish.

C. Levels 2 through 5:

1. Install joint cement and finishing cement over screw heads. Treat all inside corners with joint cement, tape, and finishing cement. Treat outside corners with corner beads and finishing cement.

2. Provide metal casing beads at all edges of gypsum wallboard, which abut ceiling, wall, or column finish, and elsewhere as required, such as openings, offsets, etc. Install all exposed joints, trims, and attachments non-apparent following installation of paint or other finishes. If joints and fasteners are visibly apparent, correct defects as required.

3. Seal raw edges of plumbing openings and boards that have been cut to fit with sealing compound brushed on.

4. When entire installation is completed and before installation of finish materials by other trades, correct and repair broken, dented, scratched or damaged wallboard.

D. Levels 3 and 4: Install one coat of high solids primer over entire surface.

E. Level 5: Install one coat of skim coat over entire surface, followed by one coat of high solids primer over entire surface.

3.04 REQUIRED LEVELS OF FINISH

A. Unless otherwise indicated or specified, levels of finish required shall be as follows:

1. Level 1: Plenum areas above ceilings, insides of shafts, and other concealed areas. Taping to be as required for fire rated assemblies.

2. Level 2: Water-resistant wallboard backing for high moisture areas to be covered with a water resistant surface other than tile, vinyl or paint, i.e stainless steel cladding etc.

3. Level 3: Backing for vinyl wall covering and adhered acoustic tile. Also, provide where textured finish is indicated.

4. Level 4: Exposed painted wallboard in classrooms, utility rooms, and similar spaces not requiring Level 5 finish.

5. Level 5: Exposed, painted wallboard in offices and corridors.

3.05 TEXTURE COAT

A. Match existing smooth-wall finishes on new work where new work is adjacent to existing smooth-walls. Spray texture coat where indicated on Drawings.

B. Texture coat shall provide a uniform fine splatter pattern finish with an 80 percent minimum coverage of surface.

C. Protect interior surfaces of electrical boxes, wiring, and other improvements from overspray.

3.06 CLEAN-UP

A. Remove rubbish, debris, and waste materials and legally dispose of off Project site.

3.07 PROTECTION

A. Protect Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 9013

PAINTING OF EXISTING FACILITIES

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Interior and exterior painting.

B. Related Requirements:

1. Section 01 1100 – Scope of Work
2. Limited Asbestos & Lead-Based Paint Survey Report included at the end of the Project Manual.

1.02 REGULATORY REQUIREMENTS

A. Workers shall be trained in EPA's (Environmental Protection Agency); Renovation, Repair and Painting (RRP), the lead-related construction course that satisfies the requirements specified in 40 CFR, Part 745, Section 745.90.

B. The Lead Related Construction Work, specified herein, shall be performed by a company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization, shall satisfy the requirements specified in 40 CFR, Part 745, Section 745.89, as a Lead-Safe Certified Firm.

C. Prior to commencement of Asbestos Related Construction Work, personnel required to construct and enter the Work Area or handle Asbestos Containing Materials shall have received adequate training, minimum of 16 hours of O&M training comprised of 2 hours of Awareness Training and 14 hours of Special O&M Training, in accordance with the requirements by 40 CFR, Part 763, Subpart E (AHERA) and Title 8, Section 1529, of the California Code of Regulations.

D. Paint materials shall comply with Food and Drug Administration's (FDA) Lead Law and current rules and regulations of local, state and federal agencies governing use of paint materials.

E. Paint color requirements for CALOSHA: CALOSHA requires the following items be painted as prescribed:

1. Gas Mains and Valves shall be painted "gun metal gray" (medium gray).
2. Fire Valves and Raisers shall be painted OSHA's "safety red".

1.03 SUBMITTALS

A. Submit in accordance with the General Conditions.

1. Submit a complete list of materials to be furnished stating supplier and distributor's names with product recommendations.

2. Submit manufacturer's standard color samples for each type of paint specified. Once colors have been selected, submit six samples of each color selected for each type of paint, on standard 8 ½ by 11 spray-out panel.

3. Before any coating is applied, submit to Project Inspector samples of each color to be used on contract. If more than one batch of material and color is to be used, samples from each batch shall be submitted.

B. Paint and Enamel Spray-Outs:

1. Samples of Paint and Enamel shall be submitted on standard 8 ½ by 11 Leneta Opacity-Display Charts. Each display chart shall have color in full coverage. Sample shall be prepared using material from batch to be used on actual job. Identify school on which paint is to be used, batch number, color number, type of material, name of manufacturer and name of CONTRACTOR.

2. Furnish samples of colors to Project Inspector. Samples shall be kept on the job until painting is completed.

3. CONTRACTOR shall be responsible for finish color on surface to be painted; where different materials of same color are specified to be applied on same, or adjoining surfaces, final color match shall match color sample on those surfaces.

C. Elastomeric coating shall be submitted in duplicate samples of texture coating. Samples shall be not less than 2 ½-inch by 3 ½-inch in size and on adequate backing.

D. Provide the current SCAQMD permit for each HEPA Vacuum and Portable Mechanical Ventilation System before they are brought onto the Project site.

E. Materials and color samples shall be approved before a job start meeting will be scheduled.

1.04 QUALITY ASSURANCE

A. Certification of Materials: With every delivery of paint materials manufacturer shall certify, on form supplied by OWNER that materials comply with requirements of this Section.

B. Paint materials shall be approved by OWNER'S Office of Environmental Health and Safety (OEHS) Chemical Evaluation Program and comply with applicable requirements of Food and Drug Administration's (FDA) Lead Law and South Coast Air Quality Management District (SCAQMD).

C. Painters working on Lead related work shall be trained at a minimum, in EPA's Renovation, Repair and Painting (RRP) Rule.

1.05 DELIVERY, STORAGE AND HANDLING

A. Materials shall be delivered to project site in original unbroken containers bearing manufacturer's name, brand number, batch number, and Safety Data Sheets.

B. Open and mix ingredients on premises in presence of Project Inspector. Immediately remove rejected materials from premises.

1.06 METAL STORAGE CONTAINER

A. Storage and Mixing of Materials: Store materials and mix only in spaces designated for purpose by Project Inspector. Keep such spaces clean and take necessary precautions to prevent fire. Hang out oily rags singly in open air. Stack paint containers so that manufacturer's labels are clearly displayed.

B. Paint, combustible materials, gasoline driven equipment, etcetera shall not be stored or left in any school building overnight.

C. In event that equipment and material storage sheds must be placed on asphalt pavement less than six months old, each wheel, leg or other supporting member shall be centered on a 4-foot by 8-foot by ¾ inch thick sheet of plywood. Shed shall be set down in such a manner as to prevent damage to pavement. CONTRACTOR shall be responsible for any damage to pavement caused by improper placement of shed.

1.07 ENVIRONMENTAL CONDITIONS

A. Temperature: Do not apply exterior paint in damp, rainy weather or until surface has dried from effects of such weather. Do not apply paint, interior or exterior, when temperature is below 55 degrees F., humidity is above 80%, or above manufacturer's stated recommended temperature, or when dust conditions are unfavorable to proper workmanship.

1.08 WARRANTY

A. Manufacturer shall provide a two year material warranty from date of Substantial Completion.

B. CONTRACTOR warrants work executed and materials furnished under Contract shall be free from defects of materials and application for a period of three years from date of Substantial Completion.

1.09 PROTECTION

A. Fire alarm boxes, fire sprinkler heads, smoke detectors and intrusion alarm systems shall be uncovered and available to perform function that it was designed for each and every night.

B. Pressure relief grilles with barometric damper leading to a corridor or an exterior shall be masked off before spraying and then uncovered immediately after spraying.

C. Conspicuously post sufficient "Wet Paint" signs continuously to alert public and school personnel to existing conditions until paint is completely dried.

D. Provide and maintain barriers, guards, lights, warning signs, etcetera for complete protection and as directed by the Project Inspector.

E. Do not impede emergency egress.

1.11 MOVING EQUIPMENT

A. Perform handling and moving of furniture, equipment, casework, books, and supplies, or items impeding project and re-installing in their original location, except as otherwise directed by DISTRICT. Library books shall be moved and re-shelved in same sequence and in same location from which they were removed, unless otherwise directed by DISTRICT.

1.12 MISCELLANEOUS

A. Provide and maintain barriers, guards, lights, warning signs, etcetera for complete protection and as directed by the DISTRICT. Provide access to doors and openings. Do not store equipment or material near openings or traffic lanes that could be hazardous during an emergency.

1.13 DEFINITION OF TERMS

A. Work shall include labor, material, equipment and scaffolding required for cleaning and preparation of surfaces to receive painters finish and for painting and varnishing, as herein specified. Perform work unless specifically noted otherwise.

B. Painting shall include complete preparation and finish or refinishing in accordance with requirements specified herein. Drywall shall be treated same as specified for plaster.

C. Wherever woodwork is specified to be refinished, it will include wood finish member (trim), movable cabinets with doors and center cut doors, windows and sash, screen doors, screens, sash poles, movable and fixed bulletin bDISTRICTds and chalkboards, etcetera.

D. Plastic, impregnated plywood, hardwood, metal, asbestos board (if painted), and mastic coated wood surfaces shall be treated in same manner as specified for "woodwork".

E. Whenever "Paint or Enamel" is referred to in these specifications, it shall be taken to mean types of waterborne materials and water reducible materials.

F. Whenever "edges" are referred to in these specifications, it shall be taken to mean every edge (which include tops and bottoms).

G. Work shall be done by skilled and experienced painters in a professional manner. Painters must wear presentable white uniforms consistent with industry standard and personal ID Badges.

1. Provide ID badges identifying the following:

a. Employee's name.

b. Employee's photo.

c. Company Position (i.e. apprentice, journeyman, foreman).

d. Company name and logo.

e. Company phone number.

1.14 SCAFFOLDING

A. Scaffolding and aerial lifts shall be made available to OWNER, without cost, to make repairs. OWNER will coordinate its work with that of CONTRACTOR's to avoid delays to the work.

1.15 SCHEDULING OF WORK

A. Schedule work through the DISTRICT.

PART 2 - PRODUCTS

2.01 PAINT MATERIALS

A. Factory mix paint materials to correct color, gloss, and consistency for installation to maximum extent feasible.

B. Paint materials shall be by one manufacturer.

C. Paint materials shall be "Premium Plus or Ultra Premium Grade".

D. Acceptable manufacturers, unless otherwise noted:

1. Dunn-Edwards Corporation Paints (District Standard).
2. Vista Paints.
3. Frazee Paints and Wall coverings.
4. Sherwin Williams.
5. PPG Paints.
6. Equal.

E. Gloss degree standards shall be as follows:

High Gloss	70 and above	Eggshell	30 to 47
Semi-Gloss	48 to 69	Satin	15 to 29

2.02 MURAL PAINT MATERIALS

A. Manufacturer: Dunn Edwards

PART 3 – EXECUTION

3.01 REMOVE AND REINSTALL

A. Remove coat hooks, name plates, label frames, sash lifts, sash locks, pencil sharpeners, flag brackets, drawer handles and locks, window coverings, switch and receptacle plates, removable bulletin boards, mirrors, maps and thermometer. Reinstall all of the above after painting is completed.

B. Remove exposed nails, hooks, tacks, screws, staples and pins in surface to be painted and patch holes with a matching material. Remove interior and exterior obsolete screens, grille hangers, fasteners and patch holes.

C. Remove and reinstall Venetian blinds and channels ensuring security latches are secure. When removed, blinds and channels shall be marked with its location and reinstalled in the same location.

D. CONTRACTOR shall replace map and picture hooks as directed by the Project Inspector.

E. Paper labels shall be soaked off and glue residue from tape removed.

F. Remove metal or plastic room numbers, letters, signs, and, after painting is complete, clean and reinstall them neatly.

G. Sash locks shall be reset in accordance with instructions for locking doors and windows each night.

3.02 REPLACEMENT SCREWS AND HARDWARE

A. Hardware shall be replaced using new screws, of same diameter, but one size longer than those removed. Screws used must be of finish design and material to match hardware.

B. Remove paint from hardware, including paint from previous painting.

3.03 GENERAL PREPARATION OF EXISTING PAINTED SURFACES

A. Previously painted surfaces will be assumed to contain lead.

B. Trenching: Before any cleaning or sandblasting operation is started, soil at base of building shall be trenched to a depth of six inches and eight inches wide. After completing painting application and allowing sufficient drying time, trench shall be refilled.

C. Insure a consistently uniform horizontal, vertical and curved surface, with a maximum deformation of 1/8 inch in a five foot span on an exterior stucco/masonry finish. For stucco/masonry repair, apply an exterior patching material specified in Section 09 2423, bringing the surface flush with the existing finish while matching the existing building textured finish.

D. Glass, fiberglass and polycarbonate on exterior shall be traced neat and clean with approximately, but no more than 1/16 inch overlay. Paint specks, smears or splatters shall be immediately removed and surface cleaned.

E. Miscellaneous Exterior Surfaces; Freestanding exterior school signs, windbreaks, baffles, benches, scoreboards, fences and gates (excluding chain link), decorative panels, interior and exterior surfaces of display cases, storage and supply cabinets, including both sides and edges shall be prepared and primed as specified under "Doors." They shall receive number of coats of paint as detailed under "Colors and Number of Paint Coats."

F. Examine surfaces to receive paint finish. Surfaces which are not properly prepared, and cleaned or which are not in condition to receive finish specified, shall be corrected before paint is applied. Painting shall not be done on existing painted surfaces until surfaces are approved by the Project Inspector.

G. Remove items fastened to existing painted surfaces and patch holes with a material and re-fasten in original location upon completion of painting work.

H. Existing painted surfaces indicated to be painted, shall be prepared as follows:

1. Wood, plaster and metal surfaces shall be washed with TSP (tri-sodium phosphate) substitute to remove dirt, grease and other foreign materials and rinsed with clean water and then sand papered and dusted off. Surfaces shall have wax completely removed before washing, which includes base, shoe base, and concrete base.

2. Checked, cracked, blistered, scaled, peeling, and alligatored paint on wood and metal surfaces shall have paint removed down to original finished surface, then hand-sanded and dusted clean.

   a. Surfaces shall then be considered as new work.

   b. Woodwork shall be hand sanded smooth after each and every coat, except last coat. Coats shall be free from dust, dirt or other imperfections.

   c. Steel sash and aluminum sash to be painted must be steel-wooled and dusted off. Sash putty shall be hand sanded smooth and dusted off.

   d. Remove lint and grease from screens, vents, hoods, et cetera that are to be painted.

3.04 OTHER SURFACE PREPARATION REQUIREMENTS

A. Existing painted surfaces shall be prepared and made ready to receive new coat of paint or other finish coating materials by any of following methods:

1. Contractor shall utilize only non-sanding methods to clean and prepare surfaces to receive paint. Contractor shall review the Lead and Asbestos Survey reports, and take all necessary measures to properly handle materials containing, or suspected to contain Lead or Asbestos. Cleanup of any debris from preparation of surfaces must be done with methods for materials suspected of containing lead or Asbestos. Any vacuuming shall be performed using a H.E.P.A. vacuum designed for cleanup of materials suspected of containing lead or Asbestos.

2. Checked, cracked, blistered, scaled loose, and alligator paint on wood and metal surfaces on exterior or interior of facilities shall be wet scraped and wet sanded to a smooth solid surface, H.E.P.A. vacuumed, wet wiped as specified per EPA RRP and then painted as specified. Wet scraping and or wet sanding shall be performed only when school is not in session, and students and staff are not on site.

3. Trenching: Before any cleaning or sandblasting operation is started, soil at base of building shall be trenched to a depth of six inches and eight inches wide. After completing painting application and allowing sufficient drying time, trench shall be refilled.

4. Sandblasting and/or pressure washing shall not be allowed without prior approval from the DISTRICT. Only low pressure hydro-washing, below 750 psi, shall be allowed on all exterior surfaces.

5. Hydro-washing: Exterior masonry and plaster on buildings, bungalows, pavilions, and appurtenances must be washed with a cleaner using hydro-washing equipment, or as directed by Project Inspector, to remove grease, dirt and foreign materials and then rinsed with clean water to remove residue. Surfaces must be allowed to dry for at least five days or as determined by Project Inspector. Care shall be taken to prevent water from entering buildings through vents, et cetera. Immediately following hydro-washing, areas surrounding buildings must be rinsed down. Ensure no rinse water enters storm drains.

   a. Exposed mastic, concrete, and/or plaster surfaces shall be cleaned with a cleaner, using hydro-cleaning equipment. This process is to

remove dirt, foreign materials, grease, and oil and rinsed with clean water to remove residues.

b. Before hydro-washing efflorescence must be brushed off and surface treated with a 10 percent solution of Muriatic Acid, neutralized with a 10 percent solution of ammonia water and then rinsed with clean water.

c. Painted surfaces that will be directly or indirectly impacted by hydro-washing shall have paint stabilized to remove loose, flaky or peeling paint using the wet method. Wood, metal, and other exterior non-masonry/stucco surfaces shall be primed where stabilization has occurred prior to application of cleaner and hydro-washing.

d. Hydro-washing is not intended to remove loose, flaky or peeling paint or paint chips. Water generated from cleaning and hydro-washing process shall be collected and stored in DOT approved container and examined for the presence of paint chips. The visible paint chips shall be separated from the waste water and be disposed of as assumed RCRA hazardous waste or be characterized to determine disposal requirements. The remaining wastewater must be characterized for proper disposal in accordance with Specification 02-8333, Lead Abatement and Lead Related Construction Work.

e. At no time shall water from hydro-washing process be directed to soil, such as planted area, sewer system, storm drain, be allowed to flow off OWNER property to adjoining public or private property, or to flow across asphalt or cement concrete and allowed to dry.

f. Hazardous waste generated by this process requires that the Office of Environmental Health and Safety (OEHS) be notified. Hazardous waste shall be being transported under a Uniform Hazardous Waste Manifest approved by OEHS prior to disposal. CONTRACTOR shall ensure the manifest is completed as required by code and then submit it to OEHS for approval. The DISTRICT will sign the manifest once it is accurately completed and approved by OEHS prior to transport.

6. Sandblasting: Shall be performed when school is not in session and when students are not present. Premises shall be left in a clean condition and ready for use by occupants by end of any day prior to beginning of school session. Work shall be coordinated with Project Inspector and the DISTRICT. Only wet blasting shall be allowed. Masonry or stucco surfaces shall be sandblasted to remove mastic, paint and other materials to original plaster brown coat or formed concrete surface. Rinse with clean water to remove residue. Adjacent surface, plants and shrubs shall be protected from damage due to sandblasting operations.

   a. Immediately upon completion of sandblasting operation, roof, gutters and areas around buildings, etcetera shall be cleaned of sand and debris resulting from sandblasting operation. No sand or debris shall be hosed or swept into drains.

   b. Metal surfaces including decorative metal and fencing requiring sandblasting shall be sandblasted to white metal and primed same day with a metal primer per manufacturer's recommendation.

7. Sandblasting and Pressure Washing of materials containing asbestos or lead are abatement activities and will only be performed by companies and individuals with prior Facilities Environmental Technical Unit (FETU) approval.

3.05 CRACKS AND VOIDS

A. Voids between wall and ceiling surfaces and wood or metal trim or scribed edges where finish exists or is specified to be applied and including picture molding, must be filled with putty, filler or latex sealing compound.

B. Areas where finish plaster coat is loose must have that portion removed to a solid surface. Surfaces that are broken, cracked, or damaged and areas where finish plaster coat has been removed must be coated with compatible bonding agent. Surface will then be given a cement plaster finish coat consisting of one-part Plastic Portland Cement to three parts sand to match existing finish. Cracks shall be "V-eed" out, filled, finished flush with and textured to match adjoining surfaces, per OWNER Representative's approval.

C. Neutralize walls showing effects of alkali.

3.06 FILLER ON SIDING AND WOODWORK

A. Checked and cracked portions of siding and woodwork (after surrounding areas have been prepared as specified above) shall be primed, smoothed with an exterior filling compound and then sanded smooth when dry. Filled areas must be spot primed. Filler shall not be used on handball walls or basketball backstops.

3.07 SEALING SASH, DOOR FRAMES

A. Sealant that will interfere with proper application of coatings shall be removed. Seal around door and window frames, flashing, vents, separations between masonry or plaster and adjoining surfaces, etcetera, with a sealant compound recommended by manufacturer of coating to be used. Sealing and filling shall be done with sufficient pressure to force material to base of opening.

3.08 MASTIC REPAIR AND ELASTOMERIC REPAIR

A. Surface must be clean, firm and free of oil, wax and chalk. Mildew must be killed. Surface must be rinsed and allowed to dry.

B. Use primers as recommended by manufacturer for each substrate.

C. May be applied with airless spray equipment, using a 22 to 34 orifice tip and do not apply when surface or air temperature is below 50 degrees F.

D. Apply elastomeric with a ½ inch to 1 ½-inch roller cover or an air-atomized spray texture pump system. Do not over-roll.

E. Spreading rate:

Fine texture:	Approx. Mil thickness	Wet	18 Mils
	at 80 square feet per gallon	Dry	9 Mils
Medium texture:	Approx. Mil thickness	Wet	18 Mils
	at 60 square feet per gallon	Dry	9 Mils
Heavy texture:	Approx. Mil thickness	Wet	39 Mils

At 40 square feet per gallon Dry 26 Mils

NOTE: Coverage will vary depending upon texture desired and surface. Direction will be given by an OWNER representative.

F. Dry time: To touch: 1 to 1 ½ hours

To re-coat: 24 hours

G. Finish will be uniform in texture and free of imperfections.

H. Elastomeric coatings will receive at least two coats of paint.

I. Hairline cracks: Two coats of elastomeric coating to bridge hairline cracks.

J. Small to medium cracks and imperfections: elastomeric coating to fill and span cracks up to 1/32 inch. Cracks 1/32 inch width or greater shall be treated with an elastomeric sealant (recommended by paint manufacturer) prior to applying elastomeric coating.

K. Medium to large cracks and imperfections: Cracks from 1/32 inch to 1/8 inch shall be treated with a brush-grade elastomeric sealant applied in a 2-inch wide band; crowned at center and feathered at edges to conceal repair.

L. Large cracks: Cracks 1/8 inch to ½ inch shall receive a urethane sealant (recommended by paint manufacturer), "rake out" crack to conform to manufacturer's specifications and applied as directed for medium to large cracks.

M. Cracks, holes and damaged spots larger than ½ inches: Damaged areas shall be given a cement plaster finish coat consisting of one-part plastic Portland cement to three-parts plaster sand to match existing finish. When finished, it shall be flush with and match existing texture of adjoining surface.

N. Texture match: Crack repairs shall be finished to match texture of adjoining surfaces, per Project Inspector's approval. Hand held plaster hopper guns may be used. Exercise care to ensure that areas finished by hand held plaster machines match in color, texture and thickness to adjoining surfaces. A compatible bonding agent shall be used.

3.09 REPAIR OF PLASTER

A. Exterior areas, where finish plaster coat is loose, shall have that portion removed to a solid surface. Surfaces that are broken, cracked, or damaged and areas where finish plaster coat has been removed shall be coated with compatible bonding agent. Surface will then be given a cement plaster finish coat consisting of one-part Plastic Portland Cement to three parts plaster sand to match existing finish. Cracks shall be "veed-out", filled, finished flush with and textured to match adjoining surfaces, per Project Inspector's approval.

1. If existing plaster was a machine applied, dash coat, apply final application of finish coat over patched areas by machine to match existing adjacent machine texture. Use a finish plaster material with a bonding admixture mixed according to manufacturer's recommendation.

2. Cracks, holes, and damaged spots larger than ½ inch, see Article Mastic Repair and Elastomeric Repair.

B. Exterior plaster designated to be painted shall receive three coats. First coat shall be sealer. Second and third coats shall 100 percent acrylic gloss enamel unless otherwise indicated.

C. Interior plaster patching shall receive four coats. First coat shall be pigmented sealer. Second coat shall be enamel undercoat. Third and fourth coats shall gloss or semi-gloss enamel as indicated.

3.10 REPAIR OF SPALLING CONCRETE

A. Remove surface contamination, broken and spalled concrete to a sound concrete base. Concrete shall be removed to a depth of one-half inch minimum around rebar. Sides of areas to be repaired shall be straight, not tapered or sloped.

B. Spalled or loose concrete shall be removed using an electric or compressed air chipping hammer.

C. Clean exposed rebar by sand/media blasting, remove debris and dust and treat steel with a sealant compatible to patching materials same day. Project Inspector shall approve sealant application prior to any patching materials being applied.

D. Repair concrete to match existing concrete surfaces using Sika Top 123 Gel Mortar, DAP Concrete Patch, Quikrete Fast-Setting Concrete, or equal.

E. Sealant and patching materials shall be applied by qualified applicator.

3.11 SPRAYING MASONRY/CEMENT PLASTER

A. Masonry/plaster material must be a 100 percent acrylic flat paint, color as directed. Material must be applied in strict conformity to manufacturer's directions. There must be at least 24 hours drying time between first coat which shall be factory tinted 10 percent to 15 percent lighter (or darker) in color than finish coat. Manufacturer shall be acquainted with conditions of surfaces to be refinished and provide written specifications for the job including special primers or additives needed for adhesion sealing of first coat of paint and general performance of materials. Finished surface must be uniform and free of imperfections. Each coat applied to surface must be sprayed using "Cross-Off" method of application by spraying horizontally with a 50 percent overlap on returns and doubling back with a vertical stroke with a 50 percent overlap on returns.

3.12 CAFM BUILDINIG NUMBERS

A. After painting of masonry/plaster, paint and repaint (stencil) CAFM numbers with 100 percent acrylic gloss in one location on each building. Numbers shall be 6 inches in height using Gothic Bold Army font. Color is to be Black on light color surfaces and White on dark color surfaces. Coordinate with DISTRICT color selection for surfaces and locations.

3.13 STAINED AND VARNISHED SURFACES

A. Where existing varnish has been removed and woodwork is to be enameled, woodwork shall be primed as specified under "Priming" and then given three coats. First coat of enamel undercoat, second and third coats of gloss or semi-gloss enamel.

B. Interior woodwork having a stain and varnish finish shall have areas where painter's finish has been removed, build-up to match adjoining finish with stain, filler for open wood grained wood and varnish. Exposed surfaces of woodwork shall be given two coats of interior gloss varnish, and one coat of interior varnish, semi-gloss finish or as specified herein. Between coats of varnish, surfaces shall be sanded with #220 sandpaper or steel-wool and dusted clean.

C. Where exterior gloss varnish for finish coat is specified, method of build-up shall be as specified above, however exterior gloss varnish shall be used in lieu of interior varnish. When following items are to receive varnish, three coats of exterior gloss varnish shall be used on: window stools, sash, screens, exterior doors/frames, wood handrails, balustrade caps, chalk rails, toilet stall doors, fixed benches, sash poles, stair treads, risers, bleachers, base and base shoe.

D. Remove stains from varnished surfaces before refinishing.

E. Colored varnish is prohibited.

3.14 SASH PUTTY

A. Loose sash putty must be removed and replaced. Rough, uneven or otherwise deteriorated sash putty shall be sanded smooth or re-puttied.

B. Sash putty and sealing compound shall be painted with same number of coats as specified for woodwork.

3.15 PUTTY

A. Holes, open joints of siding, woodwork and sash glazing shall, after surrounding areas have been prepared as specified above, be knife puttied. On stained woodwork, putty must be colored to match stain. Puttying shall be done after first coat of paint or varnish has been applied. Latex sealant may be used on open joints and woodwork. Putty and/or sealant shall be spot primed before finish coat is applied. Putty or latex sealant shall not be used on handball walls or basketball backstops.

3.16 FILLER ON SIDING AND WOODWORK

A. Checked and cracked portions of siding and woodwork (after surrounding areas have been prepared as specified above) shall be primed, smoothed with an exterior filling compound and then sanded smooth when dry. Filled areas must be spot primed. Filler shall not be used on handball walls or basketball backstops.

3.17 MIXING AND APPLICATION

A. Colors of coatings shall be as directed by Project Inspector.

B. Three coats of paint shall be applied as follows:

1. First coat: primer or undercoat, shall be white or may be tinted up to 50% lighter or darker than the finish coat at the discretion of the installer.

2. Second coat shall be factory tinted in range of 10 percent to 15 percent lighter or darker than finish coat.

3. Third coat shall be factory tinted to color selected but allowing for tint variations in more than one color for application to different surfaces. Color combinations in rooms and for surfaces shall be varied in accordance with color letter.

C. Any number of colors may be used on any portion of work. OWNER reserves right to change colors before work is started in an area or on a particular surface.

D. Various colors may require additional coats of paint complete coverage. No additional allowances will be made. CONTRACTOR is responsible for consulting color letter and knowing color and coverage.

E. Surfaces to be finished and each coating shall be separately inspected by Project Inspector and checked for mill thickness. The requirements are two mils each coat wet and three mils dry after three coats. Notice that such work is ready for inspection shall be given to Project Inspector. Should such notice not be given before succeeding coat is put on, finish applied shall be removed or an additional coat shall be applied, as directed by Project Inspector. Allow at least one day drying time between coats for exterior work or as directed by Project Inspector for proper drying.

F. Roof work to be painted Q8-38T Birch Gray.

3.18 PAINT ROLLERS, BRUSH AND SPRAY

A. Paint rollers may be used on interior plaster, drywall, masonry, stucco and plywood surfaces, nap not to exceed 1/2 inch in length.

B. First coat on wood overhang and ceilings must have material applied by roller and then must be brushed out in a professional manner to leave surface free of imperfections. Finish coat may be sprayed.

C. Other surfaces shall have coatings applied with brushes of proper size.

D. Spray work shall be permitted only on radiators, acoustic plaster, acoustic tile, fiberboard, wood fiber acoustical units, masonry and plaster or as directed by Project Inspector.

3.19 PRIMING

A. Surfaces from which paint finish have been removed down to original wood or metal surfaces shall be primed as follows:

1. Wood shall be sealed or primed with a non-water borne material on both sides and edges. Wood completely sealed with a non-water borne material shall be top coated with a water borne material as specified herein. Finish material (water borne) shall be compatible with non-water borne primer per manufacturer's recommendations. Hardwood shall be filled and stained to an even color.

2. Galvanized Metal: Clean oil and foreign material from surfaces. Apply a metal clean and etch pretreatment coating. Follow manufacturer's instructions for drying time, and then prime with one coat of metal primer.

3. Ferrous and non-ferrous metal: Use a primer for ferrous and non-ferrous metal.

3.20 FIRE AND LIFE SAFETY EQUIPMENT

A. Cal-OSHA requires the following equipment be painted as follows:

1. Gas Mains and Valves shall be painted "gun metal gray" (medium gray).

2. Fire Valves and Raisers shall be painted OSHA's "safety red".

3.21 DOORS

A. Painted or refinished interior and exterior wood or metal doors must be finished on both sides and edges with three coats of paint consisting of first coat of primer, second coat and third coat of exterior high gloss enamel.

B. Where doors open into rooms or spaces having different finishes, communicating doors must have edges finished according to industry standard or as directed by Project Inspector.

1. Strike edge of door shall be same color as inside face of door.

2. Hinged edge of door shall be same finish as outside face of door.

C. Exterior hardwood doors and frames where varnish finish has been removed shall be built-up to match adjoining finish with stain, filler and one coat of exterior varnish. Then surfaces, including edges must be given specified number of coats of exterior varnish as detailed under "Stain and Varnish Finish."

3.22 RAMPS, STAIRS AND HANDRAILS

A. Unpainted, painted and mastic coated classroom ramps, treads, risers and thresholds of building shall be prepared as specified herein and painted with two coats of Monochem DEX-COAT textured paint or equal.

B. Handrails shall be finished same as specified for exterior wood doors using exterior gloss enamel.

3.23 THRESHOLDS

A. Painted thresholds to be prepared, primed, and receive two coats of a non-skid porch and deck paint.

B. Natural finished wood thresholds to be prepared and receive three coats of a high gloss varnish.

3.24 INTERIOR AND EXTERIOR WOODWORK

A. Wood surfaces shall be prepared to receive new finish as specified under Articles Preparation of Surfaces and Priming. Wood surfaces (with the exception of wood classrooms and offices walls which shall be painted in a semi-gloss finish) shall be painted with three coats of paint consisting of first coat of primer, second coat and third coat of exterior high gloss enamel.

3.25 ENAMEL FINISH

A. Interior woodwork having an existing enameled finish must have areas where painter's finish has been removed and where spackling has been done in repairing defects in surface, built-up with undercoat. Wood surfaces shall then be given one coat of undercoat, a second coat and third coat of finish paint to match room finish. Paint shall be applied as specified under "Colors and Number of Coats."

B. Unpainted plaster surfaces to receive an enamel finish, must receive four coats of paint. First coat of pigmented sealer, second coat of enamel undercoat, third and fourth coats of gloss or semi-gloss enamel as specified herein.

C. Previously painted interior surfaces must have patching and places where painted finish has been removed, built up with one coat of a pigmented sealer. Then entire surface including patching shall be given one coat of an enamel undercoat, a second and third coat of gloss or semi-gloss enamel as specified herein.

3.26 CABINETS

A. Cabinets without doors, cabinets with glass doors and pegboard doors shall have interiors finished to match surrounding or adjacent work, unless interior has a stained finish.

B. Cabinets having solid panel doors must have exposed parts of cabinet and surfaces of doors finished to match room finish. Shelf edges shall be finished same as room finish.

3.27 PLYWOOD WALLS

A. Interior plywood walls having an existing stain finish must have exposed plywood joints machine sanded to remove projecting edges and prepared as follows:

1. Voids between wall surfaces and wood or metal trim or battens, and nail holes must be filled with putty, sealant, or an exterior filler, sanded smooth when dry and dusted clean.

2. Interior walls must be sanded smooth, brushed off and finished with three coats of paint. First coat of enamel undercoat, second and third coats of semi-gloss enamel.

3. Exterior plywood shall be cleaned and finished with three coats. First coat shall be undercoat. Second and third coats shall be gloss enamel. Exterior plywood may be sprayed if it is then back-rolled.

3.28 INTERIOR PLASTER AND DRYWALL WORK – WALLS AND CEILINGS

A. Where ceilings are specified to be painted, beams, cornices, coves, ornamental features, staff work, plaster grilles, etcetera shall be included.

B. Ceilings shall be white, unless otherwise noted. Includes classrooms, storage rooms, offices, arcades, etcetera. Boiler room and fan room ceiling color shall match adjacent walls.

C. Where walls are specified to be painted, columns, staff work, piers, returns, reveals, soffits of stairs, both sides of stair railings, soffits and reveals of windows and other openings shall be included.

D. Grease, ink spots and marks of indelible pencils shall be completely removed by use of water and abrasive soap powder without injury to finished surface.

E. First coat may be thinned per paint manufacturer's recommendation with a thinner prepared specifically for material used. Coats shall be flowed on freely. First coat must be prepared so as to stop suction, and should any dead spots appear, they shall be touched up before next coat is applied. The last coat shall be a uniform surface, free of defects.

3.29 AREAS REQUIRING ENAMEL

A. Interior and Exterior Enamel – Gloss: Woodwork, walls and ceilings (except acoustic tile or acoustic plaster or as otherwise specified herein) in following areas:

1. Physical Education and Gym Buildings.

2. Cafeteria: Except student and teachers' dining rooms.

3. Shops.

4. Miscellaneous Rooms: Toilet rooms, custodian closets, storerooms, boiler and mechanical rooms.

B. Interior and Exterior Enamel – Semi-Gloss: Woodwork, walls and ceilings (except acoustic tile or acoustic plaster or as otherwise specified herein) in following areas:

1. Administrative offices.
2. Faculty lounges and auditoriums.
3. Walls and surfaces in rooms or areas specified to receive an enamel finish and not herein specified to receive a Gloss Enamel finish, shall have a finish coat of Semi-Gloss Enamel.

C. Interior masonry, brick and concrete surfaces having an existing painter's finish shall be finished same as specified for interior plaster and drywall. Concrete pan ceilings may be sprayed as directed by Project Inspector.

3.30 UNPAINTED METAL

A. Unpainted bronze, brass, copper work, window grilles, stairways, handrails, chain-link fences, stainless steel, open metal shelving, porcelain metal faced cabinets and aluminum will not be painted, unless otherwise specified.

3.31 PAINTED METAL

A. Exposed structural steel, miscellaneous/ornamental iron, sheet metal work, guards, steel sash, gates, painted aluminum, basketball rims, etcetera shall have surfaces cleaned and prepared as specified. The areas from which original painter's finish has been removed shall be spot primed with metal primer to match adjoining surfaces and then surfaces shall be given a prime coat of metal primer, second and third coats as specified. Copper pipe shall be painted with one coat of enamel undercoat per manufacturer's recommendation, a second and third coat of enamel as specified.

B. Painted ornamental iron rails and gates, metal ceilings (metal decking, etcetera) stairs, pipe columns, and pipe rails shall be prepared and finished as specified herein. Metal decking and metal roll-up doors may be sprayed.

C. Exterior surfaces (except bottom) of exterior metal storage containers, including both sides of door(s) and edges shall be prepared and painted with three coats of paint consisting of first coat of primer, second coat and third coat of exterior high gloss enamel. Exterior metal storage container(s) must be sprayed.

3.32 METAL COVERED DOORS, RADIATORS

A. Metal Covered Doors: Bare metal must be primed with a metal primer. Doors and edges shall then be painted with one coat of enamel undercoat, a second coat and third coat of exterior gloss enamel as specified.

B. Fly screens and hardware cloth of copper, bronze or galvanized wire must be painted with one coat of exterior enamel.

C. Radiator guards must be removed, painted with three coats of enamel to match adjoining surface and replaced after radiators have been painted.

3.33 LIGHT FIXTURES

A. Exterior/interior light fixtures (other than plated or bronzed) and bells to be primed and then painted with two coats of an enamel to match adjoining surface. Bell identification plates must have paint removed and be kept clean.

B. Metal stacks and kilns must, after preparation, receive two coats of aluminum paint or a heat resistant material. Minimum required heat resistant coating shall be rated to not less than 700 degrees F.

C. Cafeteria equipment: Metal work in cafeteria, kitchen and serving counters in student and faculty dining rooms having an existing aluminum paint finish must be cleaned as specified and given two coats of an aluminum paint.

3.34 FLAG AND LIGHT POLES

A. Clean by wire-brushing and sanding to remove foreign debris, loose paint, rust, etcetera from pole, platform, steps, cage area and mechanical fixtures related to those areas. After removing loose paint, feather-edge sand surrounding areas of existing finish. Remove dust. Exclude electrical fixtures.

B. Spot-prime with a quick-dry metal primer.

C. Apply by brushing first and second coat of aluminum paint per manufacturer's time recommendation for re-coating.

D. Rolling or airless spraying is not permitted on flag and light poles.

3.35 METAL SHOWERS AND DRESSING ROOMS

A. The exterior and interior surfaces of metal shower stalls and dressing rooms in locker and shower rooms to be cleaned of rust, dirt, grease and loose materials. Where painters finish has been removed, area to be built-up with a coat of rust preventive primer and then surfaces shall be given first, second and third coats as specified under "Areas requiring enamel."

3.36 PAPER TOWEL BOXES

A. Metal boxes for paper towels, toilet paper and metal sanitary boxes, must be enameled with two coats of gloss white enamel.

3.37 METAL SURFACES

A. Clean by wire-brushing and sanding to remove foreign debris, loose paint, rust, etcetera. After removing loose paint, feather-edge sand surrounding areas of existing finish. Remove dust.

B. Exterior bare metal surfaces shall be primed with a metal primer then painted with a first coat of enamel undercoat, then a second coat and third coat of exterior gloss enamel.

C. Hardware having a painted finish shall have paint removed. Doors closers shall be finished with a leather brown or aluminum paint. Aluminum paint shall be applied in sanitary areas such as cafeterias, dining rooms and toilet rooms. Leather brown (N-2501) paint shall be used in other areas.

3.38 METAL LOCKER FINISH

3.39 PAINTING OF MECHANICAL WORK

A. Exposed heating, ventilating, air conditioning, plumbing, electrical equipment, apparatus, piping, ducts, coverings, etcetera shall be cleaned, prepared and painted as specified herein for that item.

1. In finished areas, these items must be finished with one coat of primer and two coats of enamel to match adjoining wall or ceiling finish as specified herein.

B. Radiator branches, risers, returns, radiators, supports and other types of heating equipment in finished spaces shall be finished with three coats of paint to match adjoining finish as specified herein. Gas steam radiators shall be disconnected and reconnected by OWNER.

C. Register faces and grilles, unless plated, must be given three coats of paint to match adjoining finish as specified.

D. Ventilators and interior sheet metal ducts must be treated and finished as specified for interior metal work.

E. Coverings on pipes in finished rooms must be finished same as adjoining wall or ceiling surfaces. Do not break surface of any wrapped pipes.

F. Labels on fire alarm systems, bells, pulls must be covered and kept intact. Fire alarm bells and pulls to be painted red gloss paint.

G. Covering on boilers, tanks, pipes, etcetera in boiler room and heater room must be primed and then finished with gloss enamel.

H. Valves, pipe hangers, flanges, unions, drain pipes, soil lines, exposed blow-off pipes, boiler fronts, smoke boxes, breeching, iron boiler bases, metal stacks, water column/pipe connections, damper regulators, manholes, safety valve connections, boiler appurtenances, etcetera, located in boiler room must be painted with two coats of a boiler paint as recommended by paint manufacturer.

I. Pumps, fans, fan housing, belt guards, including supports, motors, or other equipment, cover plated to sump pump, tank, manhole covers/rings mounted in floors including conduits and piping in boiler or fan rooms must be primed and then finished with two coats of gloss enamel as specified herein.

J. Mechanical work not specifically mentioned must be painted as specified for other work of same character.

K. Finished bronze, brass fittings, plated work, name plate and fusible links and chains must be cleaned of paint.

L. Pressure relief grilles with barometric dampers leading to a corridor or to exterior must be masked off before spraying any material.

M. Automatic sprinkler valves, gas meters and water meters must be painted as specified herein.

3.40 ELECTRICAL CABINETS

A. Front side of doors and exposed lip around doors to electrical cabinets in finished areas must be finished same as walls.

3.41 ACOUSTICAL PLASTER, TILE, FIBERBOARD

A. Acoustical plaster shall be cleaned to remove dust before painting.

B. Acoustical plaster shall be sprayed with One full Coat of Pigmented Sealer and then with two coats of Vinyl Wall paint, using "cross-off" method of spraying horizontally with a 50 percent overlap on each stroke and then doubling back with a vertical application with a 50 percent overlap on each stroke.

C. Acoustic tile, wood fiber units, and fiberboard shall receive not less than two coats of a fire retardant paint with a flame spread rating of not more than seventy-five feet on acoustical tile as evaluated by a tunnel test and shall be currently recognized by State Fire Marshal's Office. Fire retardant shall be applied in strict conformity to manufacturer's directions. The above surfaces shall be sprayed using "cross-off" method. Before fire retardant coating is applied, ceiling shall receive one full coat of pigmented sealer. Kitchens shall receive two coats of gloss finish after receiving one full coat of a pigmented sealer.

3.44 LETTERING

3.45 HARDWARE AND AUTOMATIC DOOR CLOSERS

3.46 GAS FIRED UNITS

3.47 CLEANING

A. Glass, polycarbonate and fiberglass on interior and exterior where painting has been done shall be cleaned of paint and varnish. Glass, fiberglass and polycarbonate that are scratched or damaged by painting work, shall be replaced with material to match original.

B. Finished bronze, copper, brass fittings, plated work, name plate and fusible links and chains shall be cleaned of paint.

C. Before applying finish coat of material to exterior sash with security grilles, CONTRACTOR shall clean window panes with a cleaner.

D. Dispose of debris, waste or unused materials, off site. Use of school dumpsters is strictly prohibited.

E. Remove paint from hardware, including paint from previous painting.

F. CONTRACTOR shall free sash and leave it in an easy operating condition.

G. Glass, fiberglass and polycarbonate on exterior shall be traced neat and clean with no more than 1/16 inch overlay. Paint specks, smears or splatters shall be immediately removed and surface cleaned.

H. Rooms, Buildings, and Campuses must be cleaned of paint debris, including dust caused by painting project to approval of Project Inspector and DISTRICT.

END OF SECTION

SECTION 09 84 14

1/2" SITE FABRICATED TACKABLE/ACOUSTICAL WALL SYSTEM

PART 1 — GENERAL

1.01 SUMMARY

A. Provide Site Fabricated Tackable/Acoustical Wall Systems as shown on the drawings, as specified herein and as needed for a complete and proper installation.

B. Contractor will provide Manufacturer's Standard Fabric Replacement Warranty.

1.02 RELATED WORK

A. Documents affecting work of this section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and sections in Division 1 of these Specifications.

1.02.1 SUBMITTALS

A. General: Submit five (5) copies of the following in accordance with Conditions of Contract and Division 1 Specification Sections.

B. Product Data: Submit manufacturer's technical data, installation instructions, and maintenance and cleaning instructions.

C. Certified Test Reports: Submit test data for the manufacturer's products from an independent testing agency, acceptable to authorities having jurisdiction, evidencing the panel components and/or assemblies comply with requirements indicated for Tackable/Acoustical and fire performance characteristics.

D. Provide a copy of the Manufacturer's Standard Fabric Replacement Warranty and Manufacturer's Lifetime Warranty on Track,

E. Samples:

1. Fabric — Submit manufacturer's standard size swatches of Tackable/Acoustical fabric.
2. Core Material — Submit 8 ½"X 11" samples of each core material used, showing full range of materials, thicknesses, acoustics, and densities.
3. Track — Submit samples of manufacturer's "Track" or "Frame" showing full range of edge profiles, thicknesses, and details for each type of Tackable/Acoustical panel. Where more than one edge profile is used on a panel, clearly show how each edge profile transitions into a different edge profile.
4. Samples — Provide 8 ½"X 11"samples of each type of panel used, including representative samples of each thickness and panel type. Install samples on a substrate of sufficient firmness to allow the samples to be handled without damage.

1.03 QUALITY ASSURANCE

A. Contractor: Provide verifiably genuine products for each type of wall panel as produced by the manufacturer(s), including recommended primers, adhesives, and sealants. The manufacturer's published product literature shall clearly indicate compliance of wall panels with requirements indicated.
B. Both individual components and finished assemblies shall meet the following as appropriate:
    1. Thickness: 1/2", Density: 9.4 pcf.
    2. Fire Performance Characteristics: Provide Tackable/Acoustical wall panels with surface-burning characteristics as indicated below, as determined by testing assembled materials and construction according to ASTM E-84 Class A, by a testing organization acceptable to authorize having jurisdiction.
        i. Flame Spread: 25 or less
        ii. Smoke Developed: 450 or less
    3. Sound Absorption Characteristics: Provide Tackable/Acoustical wall panels with a noise reduction coefficient (NRC) of 0.5 or better.
    4. Be free of volatile organic compounds (VOCs).
    5. Fungi Resistance Certification of core material in accordance with ASTM C 1338.

1.04 DELIVERIES, STORAGE, AND HANDLING

A. Protect the Fabric, core material, and track from excessive moisture in shipment, storage, and handling. Deliver in unopened bundles and store in a dry place with adequate air circulation. Do not deliver material until painting and other work which may damage the fabric, has been completed.

1.05 PROJECT CONDITIONS

A. Do not begin installation until spaces to receive Tackable/Acoustical panels have been enclosed and maintained at approximately the same humidity and temperature conditions as planned for occupancy. Maintain temperature conditions as recommended by panel manufacturer.

PART 2 — PRODUCTS

2.01 TACKABLE/ACOUSTICAL WALL PANEL MATERIALS

A. Available Manufacturers: Subject to compliance with requirements, the product used as basis-of-design is provided by the manufacturer listed below:

B. ReCore, ½" full tackability, 9.4 PCF, ASTM E84, Class A, Tackable/Acoustical Site-fabricated Track System, as distributed by Fabricmate Systems, Inc., P:(805)642-7470, F:(805)642-3154, Toll Free:(866)622-2996, www.fabricmate.com

C. CORE MANUFACTURER:

FABRICMATE
LBI.BOYD
Or Approved Equal

D. FABRIC: District Standard, Gilford of Main

E. Design Requirements:

1. Stretched fabric panel system shall consist of continuous perimeter and intermediate mounting extrusions that are site fabricated, and applied directly to the wall surface.
2. Fabric face shall be stretched over core materials and tucked into the track's locking jaws, leaving fabric floating above core surface. Installation of fabric facing shall not utilize any adhesives, nails, tacks, screws, sewn seams, thermally bonded seams, or tape.
3. Systems shall allow for removal and replacement of fabric from individual panels. Removal of fabric shall provide access to surface behind fabric. Fabric shall be removable and replaceable without dismantling, removal, damaging, or replacement of the track extrusions or core material.
4. All fabrics shall be evaluated by the contractor for suitability with its system, the intended application, and for warranty purposes. When uncertain, the contractor should consult with the system manufacturer.
5. Framework: One-piece extruded polymer track system with jaws of sufficient strength to securely hold fabric in place after repeated applications. Minimum track wall thickness specification shall be .065". Track style and color (standard colors or specified PMS color) to be selected by architect.
6. Edge detail: Square.
7. Intermediate detail: Square.
8. Outside Corner Detail: Fabric shall wrap around MDF backed corners in one piece without seams or joints unless otherwise indicated or necessary.
9. Prefabricated panels "fabric or vinyl wrapped" do not satisfy the intent of this specification and will not be accepted.
10. Hinged, self-locking (snap-lock) type mounting extrusions do not satisfy the intent of this specification and will not be accepted.
11. Fire resistance: Complete panel assembly shall have an ASTM E-84 Class A.
12. Accessory Package: Supply one Accessory Package

PART 3 — EXECUTION

3.01 INSPECTION

A. Contractor must examine substrates and conditions under which the Tackable/Acoustical system is to be applied and notify the Architect in writing of conditions detrimental to proper and timely completion. Do not proceed with work until unsatisfactory conditions have been deemed corrected and acceptable to contractor.

B. Verify all stationary objects abutting Tackable/Acoustical panels are installed (i.e. casework, marker boards, door and window jams, ceiling) prior to installation.

3.02 INSTALLATION

A. Install Tackable/Acoustical wall panels in locations indicated on plans. Comply with manufacturer's printed instructions for installing site-fabricated track systems.

B. Track: Install perimeter and intermediate track using screws, anchors and staples as project conditions warrant. Secure track base to wall (or ceiling) to prevent track framework from separating away from the wall. For masonry surfaces use a continuous bead of PL200 or equal with conical anchor and pin/nail/rivets every 6-8 inches per manufacturer's recommendation.

1. Follow contours of the wall and scribe to adjoining work accurately at borders, penetrations, and imperfections.
2. Track around all openings within a panel when needed as per manufacturer's instructions.
3. Allow adequate spacing for insertion of installation tool.
4. Wrap fabric around outside corners in one piece without seams or joints, creating one panel on two different wall planes. Fabric shall float over the corner matching the adjacent track's detail.

C. Core Material — Prep surfaces that receive treatment; remove wall plates and other obstacles. Attach core to mounting surface per manufacturer's specifications. Cut core material to accurately fit inside tracked perimeter, maintaining the same plane. Mechanically fasten core to prevent air gaps between core and wall and to assure proper adhesion.

1. Assure that all fixtures have the necessary backing to keep them flush with the Tackable/Acoustical panels.

D. Fabrics — Stretch fabric into the track's locking jaws using the manufacturer's recommended "rolling tool", keeping fabric weave plumb, level and true in proper relation to the building lines without ripples, waviness, or "hourglass" effects.

1. Use of adhesives or mechanical fasteners is strictly prohibited.
2. The "floating-fabric" design shall not be compromised. Fabric shall not be glued or attached to the core material in any way.
3. Fabric shall be stretched and tensioned sufficiently to avoid sagging under varying year-round temperature and humidity conditions.
4. Fabric shall maintain its shape after being touched or leaned against without leaving any indentations, sags, or blisters.
5. Ceiling applications shall not deviate more than 1" from true plane of ceiling in 20' span.

3.03 CLEANING AND PROTECTION

A. Clean exposed surfaces of Tackable/Acoustical panels; comply with manufacturer's instructions for cleaning and repair of minor finish damage. Remove and replace work that cannot be successfully cleaned and repaired to permanently eliminate evidence of damage.

B. The sub-contractor shall advise the general contractor of the required protection for the tackable panels, such as; temperature and humidity limitations and dust control, so that the finished work will be without damage and deterioration at the time of acceptance by the Owner/District.

3.04 WARRANTY

A. All tackable and Tackable/Acoustical wall and ceiling panels shall have a warranty against defects or workmanship of not less than 5-Years, commencing on the date of substantial completion.

1. Contractor shall provide a Standard Fabric Replacement Warranty.
2. All certificates of warranty must include the Manufacturer's Project Registration Number, which must be obtained by installer prior to the date of installation. Project Registration Numbers may not be obtained after the installation has commenced.
3. Warranty Certificates without a Manufacturer's Project Registration Number shall be deemed as invalid and unenforceable.

END OF SECTION 09 84 14

SECTION 26 0500

COMMON WORK RESULTS FOR ELECTRICAL

PART 1 - GENERAL

1.01 SUMMARY

A. This Section specifies the basic requirements for electrical installations and includes requirements common to more than one section of Division 26.

B. Related Requirements:

1. Section 01 1100 – Summary of Work.
2. Section 09910 - Painting and Refinishing of School Buildings.
3. Section 260513 – Basic Electrical Materials and Methods.

C. Applicable Standards

1. ASTM D 709 (2007) – Laminated Thermosetting materials.
2. ANSI/NEMA FB-1 (2010) – Standard for Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable.
3. ANSI/NEMA 250 (2008) – Enclosure for Electrical Equipment (1000 Volts Maximum).
4. California Electrical Code (CEC).
5. IEEE C57.12.28 (2005) – Standard for Pad-Mounted equipment (Enclosure Integrity).
6. UL 1 (2005) – Standard for Flexible Metal Conduit.
7. UL 1242 (2007) – Standard for Electrical Intermediate Metal Conduit.
8. UL 506 (2008) – Specialty Transformers.
9. UL 6 (2010) – Electrical Rigid Metal Conduit-Steel.
10. UL 797 (2007) – Electrical Metallic Tubing-Steel.
11. UL 870 (2008) – Standard for Wireways, Auxiliary Gutters, and Associated Fittings

1.02 BASIC ELECTRICAL REQUIREMENTS

A. Quality Assurance:

1. Workers possessing the skills and experience obtained in performing work of similar scope and complexity shall perform the Work of this Division.
2. Refer to other sections of the Specifications for other qualification requirements.

B. Drawings and Specifications Coordination:

1. For purposes of clearness and legibility, Drawings are essentially diagrammatic and the size and location of equipment is indicated to scale whenever possible.

Verify conditions, dimensions, indicated equipment sizes, and manufacturer's data and information as necessary to install the Work of this Division. Coordinate location and layout with other Work.

2. Verify final locations for rough-ins with field measurements and with the District's requirements for the locations of the equipment to be connected.

3. Drawings (when provided) indicate required size and points of termination of conduits, number and size of conductors, and diagrammatic routing of conduit. Install conduits with minimum number of bends to conform to structure, avoid obstructions, preserve headroom, keep openings and passageways clear, and comply with applicable code requirements.

4. Routing of conduits may be as necessitated by field conditions provided that the conduit runs are above the ceilings, and the conduits are properly supported in compliance with applicable codes.

5. Convenience outlet locations shall be coordinated closely with the District Representative prior to start of construction. The wall-mounted devices requiring power in each classroom have specific heights and locations, depending on the classroom.

6. Coordinate electrical equipment and materials installation with building components and the Work of other trades

7. As much as practical, connect equipment for ease of disconnecting, with minimum of interference with other installations.

8. Coordinate connection of new electrical systems with existing electrical systems.

C. Terminology:

1. Signal Systems: Applies to clock, bell, fire alarm, annunciator, sound, public address, buzzer, telephone, television, inter-communication, elevator access controls, lighting control systems and security systems.

2. Low Voltage: Applies to signal systems operating at 120 volts and less, and power systems operating at less than 600 volts. Medium voltage: Applies to power systems operating at more than 600 volts.

3. UL: Underwriter's Laboratories Inc, Nationally Recognized Testing Laboratory (NRTL), or equal.

D. Regulations: Work shall comply with the requirements of authorities having jurisdiction and the California Electrical and Building Codes. Material shall conform to regulations of the National Board of Fire Underwriters for electrical wiring and apparatus. Materials shall be new and listed by UL, or another NRTL.

E. Structural Considerations for Conduit Routing:

1. Where conduits pass through or interfere with any structural member, or where notching, boring or cutting of the structure is necessary, or where special openings are required through walls, floors, or other buildings elements, conform to CBC, Part 2, Title 24, Section 1906.3 for conduits and pipes embedded in

concrete and Sections 2308.9.10 and 2308.9.11 for notches and bored holes in wood; for steel, as detailed on the structural steel Shop Drawings.

F. Electrically Operated Equipment and Appliances:

1. Furnished Equipment and Appliances:

a. Work shall include furnishing and installing wiring, conduits, circuit breakers, grounding, and incidentals for provision of new electrical power circuits and associated convenience outlets for connection of new electrically operated equipment which are specified to be furnished and installed in other sections of the Specifications. Wiring enclosures shall be concealed except where exposed Work is indicated.

b. Connections shall be provided as necessary to install equipment ready for use. Equipment shall be tested for proper operation. If outlets are of incorrect electrical characteristics, repair and/or replace the outlet to the proper characteristics.

G. Protection of Materials:

1. Protect materials and equipment from damage and provide adequate and proper storage facilities during progress of the Work. Damaged materials and/or equipment shall be replaced.

H. Cleaning:

1. Exposed parts of Work shall be left in a neat, clean, usable condition. Finished painted surfaces shall be unblemished and metal surfaces shall be polished.

2. Thoroughly clean parts of apparatus and equipment. Exposed parts to be painted shall be thoroughly cleaned of cement, plaster, and other materials. Remove grease and oil spots with solvent. Such surfaces shall be wiped and corners and cracks scraped out. Exposed rough metal shall be smooth, free of sharp edges, carefully steel brushed to remove rust and other spots, and left in proper condition to receive finish painting.

3. Remove rubbish, debris, and waste materials and legally dispose of off the Project site.

I. WARRANTIES

1. Provide one year warranty on all material and labor performed, unless noted otherwise in specific sections.

PART 2 - PRODUCTS

All products shall be new and shall comply with the most recent edition of the NEC.

Conduit – Rigid metallic.

Cable – Stranded copper, insulated, minimum 12 AWG for convenience outlet wiring.

Refer to Section 260513 Basic Electrical Materials & Methods for additional requirements.

PART 3 - EXECUTION

3.01 GENERAL REQUIREMENTS

A. Advise the Inspector before starting the Work of this Division.

B. Exposed conduits shall be painted to match the surfaces adjacent to installation.

C. Salvaged materials removed from buildings shall be removed from the Project site as required by the District Representative.

D. Where existing structural walls are cored for new conduit runs, separation between cored holes shall be three inches edge to edge from new or existing holes, unless otherwise required by the Architect. All coring to be laid out and reviewed by Architect or Project Inspector prior to drilling. Contractor to verify location of structural steel, rebar, stress cabling or similar prior to lay out.

E. Electrical equipment shall be braced and anchored for CBC Seismic Design requirements.

F. Fire caulking shall be utilized at any penetrations through rated walls.

3.02 DELIVERY STORAGE AND HANDLING

A. Deliver products to project site with proper identification, which shall include names, model numbers, types, grades, compliance labels, and similar information needed for District identification; all products and materials shall be adequately packaged and protected to prevent damage during shipment, storage, and handling.

3.03 CUTTING AND PATCHING

A. Cutting and patching of electrical equipment, components, and materials shall include the removal and legal disposal of selected materials, components, and equipment.

B. Do not endanger or damage installed Work through procedures and processes of cutting and patching.

C. Repair or restore other work, or surfaces damaged as a result of the work performed under this contract.

3.04 CLEANUP

A. Remove rubbish, debris and waste materials and legally dispose off the Project site.

B. Remove equipment and implements of service, and leave entire work area neat and clean, to the satisfaction of the District Representative.

3.05 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 26 0513

BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Boxes, enclosures, keys and locks.
2. Receptacles and switches, building wire, and conduit.
3. Identifications, signs, and raceway.

B. Related Requirements:

1. Section 011100 – Summary of Work.
2. Section 260500 – Common Work Results for Electrical.

PART 2 - PRODUCTS

2.01 BOXES, ENCLOSURES, CIRCUIT BREAKERS, BUILDING WIRE

A. Outlet Boxes and Fittings:

1. Outlet boxes installed in concealed Work shall be galvanized steel, pressed, or welded type, with knockouts.
2. In exposed Work, where conduit runs change direction or size, outlet boxes and conduit fittings shall be cast metal with threaded hubs cast integral with box or fitting.
3. Fittings shall be cast metal and non-corrosive. Ferrous metal fittings shall be cadmium-plated or zinc galvanized. Castings shall be true to pattern, smooth, straight, with even edges and corners, of uniform thickness of metal, and shall be free of cracks, gas holes, flaws, excessive shrinkage, and burnt-out sand.
4. Covers for fittings shall be galvanized steel or non-corrosive aluminum and shall be designed for particular fitting installed.
5. For local device outlets provide 4-inch square 2 1/8-inch deep, boxes for single gang, 5-inch square boxes for two-gang, and special solid gang boxes with gang plaster ring for more than two switches.
6. Plaster rings shall be provided on flush-mounted outlet boxes except where otherwise indicated or specified. Plaster rings shall be same depth as finished surface. Install approved ring extension to obtain depth to finish surface.
7. In existing plywood wall or drywall construction, and where flexible steel conduit is fished into walls, single-gang and 2-gang outlets for wiring devices may be sectional steel boxes with plaster ears. Boxes shall be fastened to plywood with flat-head screws in each plaster ear screw hole. Boxes fastened to gypsum board shall be Raco, Appleton, Cooper, Bowers, or equal.
8. Factory made knockout seals shall be installed to seal box knockouts, which are not intact.

9. Where flexible conduit is extended from flush outlet boxes, provide and install weatherproof universal box extension adapters.

B. Junction and Pull boxes:

1. Junction and pull boxes, in addition to those indicated, shall only be used in compliance with codes, recognized standards, and Contract Documents.

2. Interior and non-weatherproof boxes shall be constructed of blue or galvanized steel with ample laps, spot welded, and shall be rigid under torsion and deflecting forces. Boxes shall be furnished with auxiliary angle iron framing where necessary to ensure rigidity.

3. Covers shall be fastened to box with a sufficient number of machine screws to ensure continuous contact all around. Flush type boxes shall be drilled and tapped for cover screws if boxes are not installed plumb. Surfaces of pull and junction boxes and covers shall be labeled in black marker ink designating system, panelboard and circuit designation contained in box. In exposed Work, designation shall be installed on inside of pullbox or junction box cover.

4. Weatherproof NEMA 3R pull and junction boxes shall conform to foregoing for interior boxes with following modifications:

   a. Cover of flush mounting boxes shall be furnished with a weather-tight gasket cemented to, and trimmed even with, cover all around.

   b. Surface or semi-flush mounting pull and junction boxes shall be UL, or another Nationally Recognized Testing Laboratory (NRTL) listed as rain-tight and shall be furnished complete with threaded conduit hubs.

   c. Exposed portions of boxes shall be galvanized and finished with one prime coat and one coat of baked-on gray enamel, unless already furnished with factory baked-on finish.

5. Junction and pull boxes shall be rigidly fastened to structure and shall not depend on conduits for support.

C. Circuit Breakers:

1. Circuit breakers shall match the existing panel's make, type, and size, and shall be new or refurbished to manufacturer's original specifications.

D. Building Wire:

1. Building wire shall be new, stranded copper, with ground, with minimum 75 degrees C temperature rated insulation on conductors, except use minimum 90 degrees C temperature rated insulation on conductors in conduits exposed on roofs. Minimum size conductors for power and lighting are #12 AWG. New power runs longer than 100-feet shall utilize #10 AWG for convenience outlets.

2. Grounding wires shall be insulated copper, color shall be green, and minimum size shall be #12 AWG for convenience outlets.

3. When pulling conductors, do not exceed manufacturer's recommended values.

4. Utilize continuous runs from new convenience outlets back to power panels, without any splices.

5. Properly label each new circuit and associated conductors.

2.02 RECEPTACLES AND SWITCHES

A. Receptacles:

1. Duplex receptacles shall be heavy-duty specification grade, grounding type. Terminal screws shall be back and side wired with internal screw pressure plates. Mounting strap shall feature heavy-duty brass construction. Receptacle back body shall be PVC. Receptacle face shall be ivory, impact resistant nylon. Receptacles shall have triple wipe brass power contacts.

NEMA #	Pass & Seymour	Hubbell	Leviton
(20 amps) NEMA 5-20	PS5362-I	HBL5362-I	5362-I
(15 amps) NEMA 5-15	PS5262-I	HBL5262-I	5262-I

2. Provide specification grade ground-fault circuit interrupter (GFCI) type receptacles in accordance with 2010 UL standards. GFCI receptacles shall have a trip indication light. Receptacle terminal screws shall be back and side wire with internal screw pressure plates. Test and reset buttons shall match device body and shall be ivory. GFCI receptacles shall be manufactured in standard configuration for installation with stainless steel smooth plates. Exterior mounted receptacles shall be mounted inside weatherproof enclosure.

NEMA #	Pass & Seymour	Hubbell	Leviton
NEMA 5-20R	2095-I	GFR5352-IA	7899-I
NEMA 5-15R	1595-I	GFR5252-IA	8598-I

3. Provide weatherproof receptacles, except where otherwise indicated or specified, consisting of GFCI receptacles, as specified herein, and metal plates with die-cast lockable hinged lids and weatherproof mats;

4. In Kindergarten and Early Education Center Classrooms provide tamper-resistant receptacles with thermoplastic dual mechanism shutter system to help prevent insertion of foreign objects. Receptacles shall have extra heavy-duty brass, one-piece mounting strap with integral ground. Receptacles shall be ivory color, impact resistant nylon face and back body. For tamper-resistant receptacles rated 20 amps/125 volts, provide NEMA 5-20R, ivory in color,. For tamper-resistant receptacles rated 15 amps/125 volts, provide NEMA 5-15R, ivory in color.

NEMA #	Pass & Seymour	Arrow Hart	Leviton
(20 amps) NEMA 5-20R	TR63-I	TR8300V	8300SGI
(15 amps) NEMA 5-15R	TR62-I	TR8200V	8200SGI

5. Provide transient voltage surge suppression (TVSS) receptacles offering metal oxide varistors (MOVs) protecting normal and common modes, (L-N, L-G, N-G) with 500V suppressed voltage. TVSS devices shall offer 3-mode equal protection with 210 joules minimum per mode of energy absorption and 13,000 amp maximum surge capability. TVSS devices shall have 3 thermal fuses and two over-current protection fuses. TVSS devices shall have LED visual only surge status indicator to alert user to surge suppression circuit condition. Visual indicator will be illuminated (red) when power is on and surge suppression circuit is fully functional. Visual indicator will not be illuminated when power is off or unit experiences loss of surge suppression

protection. Terminals shall be back and side wire including ground terminal. Color shall be blue.

NEMA #	Pass& Seymour	Hubbell	Leviton
(20 amps) NEMA 5-20R	5352BLSP	HBL5360SA	5380B
(15 amps) NEMA 5-15R	5252BLSP	HBL5260SA	5280B

6. Receptacles within 6 feet of water fountains, counter tops, or any sources of water shall be GFCI type.

B. Switches:

1. Local Switches:

a. Provide local switches, high strength thermoplastic toggle, specification industrial grade, rated 20 amps at 120-277 volts AC only, with plaster ears, external screw pressure plate back and side wired, and standard size composition cups which fully enclose mechanism. Switches shall be approved for installation at currents up to full rating on resistive, inductive, tungsten filament lamp and fluorescent lamp loads, and for up to 80 percent of rating for motor loads. Switches shall have oversized silver alloy contacts for long life and better heat dissipation. Provide switches as single pole, double pole, 3-way, 4-way, non-lock type. Provide non-lock type switches with ivory handles;

	Pass & Seymour	Hubbell	Leviton
Single pole	PS20AC1I	HBL1221I	1221-2I
Double pole	PS20AC2I	HBL1222I	1222-2I
Three way	PS20AC3I	HBL1223I	1223-2I
Four way	PS20AC4I	HBL1224I	1224-2I

2.03 IDENTIFICATION AND SIGNS

A. Identification Plates:

1. Provide identification plates for the following unless otherwise specified, for switchboards, motor control centers, control panels, push-button stations, contactors, motor starters, motor switches, panelboards, and terminal cabinets.

2. Identification plates shall be of plastic stock and shall adequately describe function, voltage and phase of identified equipment. Where identification plates are detailed or described on Drawings, inscription and size of letters shall be as indicated. For lighting and power panels, identification plates shall indicate panel designation, voltage, and phase of panel. For terminal cabinets, identification plates shall indicate system contained in terminal cabinet.

3. Identification plates shall be black-and-white nameplate stock of bakelite with characters cut through black exposing white. Plates shall be furnished with beveled edges and shall be securely fastened in place with No. 4 Phillips-head, cadmium-plated steel, self-tapping screws. Characters shall be 3/16 inch high, unless otherwise indicated.

B. Markings:

1. Install identification markings to surface-mounted starters, switches, disconnect switches, contactors, and other devices controlling motors and appliances. Provide abbreviations required along with an identifying number. Markings to be provided with locking type stencils using paint of a contrasting color. Figures shall be 3/8 inch high unless otherwise indicated. Dymo Industries Inc., self-sticking plastic labels, with embossed characters made with a typewriter may be installed instead of stencils and paint; p-touch self adhesive plastic, or Brother P-Touch self sticking laminated plastic labels may be installed.

PART 3 - EXECUTION

3.01 INSTALLATION AND SUPPORT OF BOXES

A. Install outlet boxes flush with finished surface of wall or ceiling. Install plumb and securely fastened to structure, independent of conduit. Except where otherwise indicated, provide factory-fabricated adjustable attachment bar hangers between studs to support outlet boxes. When installation is performed in fire rated walls, maintain the wall's rating integrity by means of approved fire stop methods.

B. Outlet boxes installed in suspended or furred ceilings with steel runner or furring channels shall be supported, except where otherwise indicated, by a Unistrut P-4000 Tessco A1200HS-10, Cooper B-Line B22s-HG, or equal channel spanning main ceiling runner channels. Each box shall be supported from its channel by a 3/8 inch 16 threaded steel rod with a Unistrut P-4008, Fastenal #48604, Copper B-Line 78101140346 or equal nut and a Tomic No. 711-B Adapta-Stud, or equal. Rod shall be tightened to a jamb fit with channel and its nut. Box shall be locked to rod by means of a 1/2 inch locknut on stud and a 3/8 inch 16 hex nut locking stud to rod.

C. Heights of outlets and equipment indicated on Drawings shall govern. In absence of such indications, following heights shall be maintained with heights measured to centerline unless otherwise noted:

1. Install wall-mounted telephones, light switches, and other switches, 48 inches above finished floor. Refer to other Division 26, 27 and 28 Sections.

2. Outlet boxes for fire alarm pull stations shall be mounted at 45 inches above finished floor to insure that the operating handle of the initiating device is no higher than 48 inches at finished floor. Under no circumstances shall operating handle of the device exceed 48 inches above finished floor regardless of indicated height on drawing.

3. Wall mounted fire alarm strobe or horn/strobe devices shall be mounted such that the entire lens is not less than 80 inches above finished floor. If ceiling heights allow, wall mounted appliances shall have bottom of lens a minimum of 80 inches but not more than 96 inches to the top of lens.

4. Install outdoor fire alarm audible devices or fire alarm sprinkler flow bells at least 10 feet but not more than 12 feet above finished floor to center. Provide STI or equal protective covers for devices when required.

5. Voice evacuation speakers mounted indoors shall be mounted in ceiling space or if mounted on wall shall not be less than 10 feet to center above finished floor.

6. Install fire alarm strobe lights 80 inches to bottom of light above finished floor.

7. Install panelboards and terminal cabinets 6 feet 6 inches from finish floor to top of cabinet.

8. The use of extension boxes shall be limited to not more than 1 times the original depth of junction box.

3.02 COVER PLATES

A. Provide a plate on each switch, plug, pilot light, data, interphone, public telephone, and television outlet, and on existing and reset outlets where so indicated or required. Plates shall be of stainless steel unless otherwise specified.

B. Flush wiring device and signal system outlets indicated to be blank covered, shall be covered with blank stainless steel plates. Flush lighting outlets to be blanked shall be covered with Wiremold 5736 steel covers, or equal, painted to match surrounding finish. Provide stainless steel covers to blank indicated or required surface-mounted outlets.

C. In the following cases, and at required locations. Switch and receptacle plates shall be engraved with the device(s), or fixtures being controlled, or as indicated:.

1. Three-gang and larger gang switches in locations other than classrooms.

2. Lock switches.

3. Pilot switches.

4. Switches so located that operator cannot see fixtures, or items of equipment controlled while his hand is on the switch.

5. Switches not in same room with fixtures or items of unit heaters, air curtains, fly fans, etcetera.

6. Receptacles operating at other than 120 V shall be identified with the operating voltage.

7. Switches operating on 277 V shall be identified with the operating voltage.

8. Where indicated on Drawings.

D. Designations shall be as indicated on Drawings or as specified by Architect.

E. Standard GFI cover plates shall be Pass & Seymour 4600, Raco 5028-0, or equal. GFI cover plates shall be provided with a CAM lock mechanism with two keys or a padlock hasp that does not protrude through the face of the cover and will allow the shank of locks keyed Corbin No. 60 keys.

3.03 CONDUIT INSTALLATION

A. Provide a complete and continuous system of rigid metallic conduit, outlet boxes, junction boxes, fittings and cabinets for systems of electrical wiring including lighting, power, and signal systems.

B. Conduits shall be concealed within walls and above ceiling spaces.

C. Contractor shall obtain the District Representative's approval for any conduit or raceway installations which must be exposed due to structural limitations imposed by the building.

D. Conduit terminations at power panels shall comply with applicable provisions of the NEC.

E. Conduits shall be supported at intervals required by code, and at intervals not to exceed 10-feet.

F. Pipe hangers for support of conduits shall be factory-fabricated.

G. Conduits shall be sized in accordance with applicable provisions of the NEC and CEC for rigid metallic conduit containing power conductors.

3.04 MULTI-OUTLET RACEWAY:

A. Provide two-piece rectangular surface raceway (color to be selected by the District to blend in with adjacent wall color). Housing shall be Type 304 stainless steel, including bends, fittings, couplings, caps, and mounting hardware.

B. Provide single 15N125V grounding outlets UL labeled and full-length ground wire.

C. Location of power outlets shall be as required by the District for the devices they are serving.

D. Maximum number of power outlets per circuit shall be as specified in Section 011100 Summary of Work.

E. Manufacturer shall be Wiremold Products, Walker-Walkermold, Hubbell, or approved Equal.

3.05 IDENTIFICATION OF CIRCUITS AND EQUIPMENT

A. Provide descriptive nameplates or tags permanently attached to switchboards, motor control centers, transformers, panelboards, circuit breakers, disconnect switches, starters, pushbutton control stations and other apparatus installed for operation or control of circuits, appliances, fire alarm control panel(s), fire alarm annunciator(s), power supplies, terminal cabinets, energy management control units. B. Provide nameplates of engraved laminated plastic, or etched metal. Submit Shop Drawings denoting dimensions and format to Architect before installation. Fasten to equipment with escutcheon pins, rivets, self-tapping screws, or machine screws. Self-adhering or adhesive backed nameplates are not permitted.

B. Fasten tags to feeder wiring in conduits at every point where runs are broken or terminated, including pull wires in empty conduits. Indicate circuit, phase, and function. Tag branch circuits in panel boards and motor control centers. Tags may be manufactured of pressure-sensitive plastic or embossed self-attached stainless steel or brass ribbon.

C. Provide circuit identification cards and cardholders in all panel boards. Cardholders shall consist of metal frame retaining a clear plastic cover permanently attached to inside of panel door. List of circuits shall be typewritten on a card. Circuit description shall include name or number of circuit, area and connected load.

D. Junction and pull boxes shall have covers stenciled with box number when indicated on Drawings, or circuit numbers according to panel schedules. Data shall be lettered in a conspicuous manner with a color contrasting with finish.

E. Name shall be correctly engraved, with a legend indicating function or areas, when required by codes or indicated on Drawings.

3.06 PROTECTION

A. Test all new installations for proper grounding and performance. Correct any deficiencies.

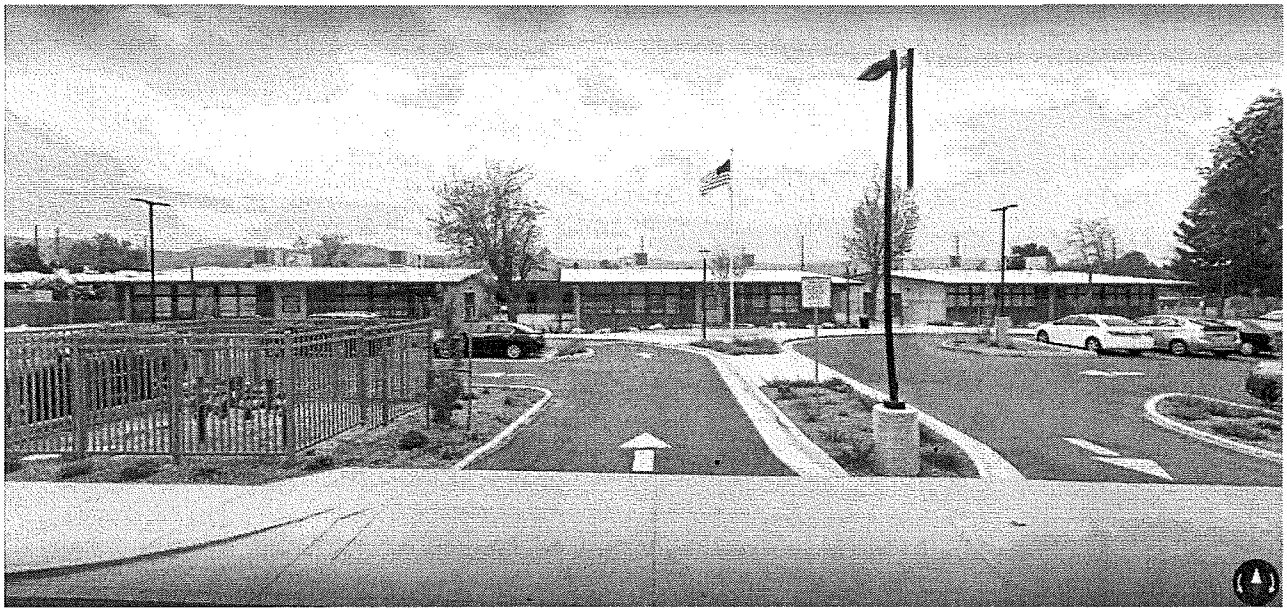
B. Protect Work of this section until Substantial Completion.

3.07 CLEANUP

A. Remove rubbish, debris, and waste materials and legally dispose of off Project site.

END OF SECTION

CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL



Project Number: 1029867 ~ Santa Susana ES Classroom Renovations

Re: Limited Asbestos Containing Materials and
Lead-Based Paint Survey Report
Santa Susana Elementary School
4300 Apricot Road
Simi Valley, CA 93063

CSC Local Office: Clark Seif Clark, Inc.
PO Box 4299
Chatsworth, CA 91313
Office: 818-727-2553
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Client: Simi Valley Unified School District
Ms. Malihe Shokouhi
101 West Cochran Street
Simi Valley, CA 93065

Date Report Issued: February 16, 2021

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I. INTRODUCTION

Ms. Malihe Shokouhi of Simi Valley Unified School District retained Clark Seif Clark, Inc. (CSC) to perform a limited asbestos-containing material (ACM) and Lead-Based Paint (LBP) survey at Santa Susana Elementary School located at 4300 Apricot Road in Simi Valley, California. Mr. Devon Charnley (Cal/OSHA CSST no. 12-4870, CDPH no. 00006856), and Mr. Noah Cordova (Cal/OSHA CSST no. 19-6612) of CSC conducted the survey on February 2, 3 and 4, 2021.

CSC's report is for the exclusive use of Simi Valley Unified School District and applies only to the property referenced above or portion thereof. No one other than Simi Valley Unified School District or those contracted by them may utilize, reference, or otherwise rely on this report without prior written consent from CSC.

II. PURPOSE AND SCOPE

The purpose of this investigation was to identify accessible ACM and LBP at the site that may be impacted by the proposed classroom renovation project at the site. CSC's scope of work included:

- A visual inspection of the readily accessible impacted areas at the site to evaluate the possible presence of ACM and LBP.
- Collection of bulk samples of suspect ACM and submittal of samples to a NVLAP accredited laboratory for analysis.
- Assessment of the condition of suspect ACM.
- Collection of x-ray fluorescence (XRF) reading of potential LBP.
- Assessment of the condition of potential LBP.
- Preparation of this report, which presents our data and summarizes the assessed materials

III. SITE DESCRIPTION

The subject property is an elementary school with assorted buildings and structures. The survey was limited to Classroom Buildings: 3 (Kindergarten), 4, 5, 6, 7 and 8. In general, the construction materials consist of wooden frame construction on concrete slab foundations with stucco exterior finishes and pitched roofs. The interior finishes consist of drywall walls with particle board panels and acoustic tiles. The floors are covered with vinyl floor tile.

IV. BACKGROUND

A. ASBESTOS:

Currently, asbestos-containing materials are being removed and/or encapsulated in schools and public buildings because of the cancer risk associated with breathing asbestos.

Much of what is known about asbestos-related diseases comes from studying workers in the various asbestos industries. Exposure to levels of airborne asbestos has been linked with a debilitating lung disease called asbestosis; a rare cancer of the chest and abdominal lining called mesothelioma; and cancers of the lung, esophagus, stomach, colon, and other organs.

The relationship between exposure level and health risk is complex. The potential for disease appears to be related to the physical and chemical characteristics of asbestos fibers as well as to the concentration of fibers in the air and each person's genetic susceptibility. However, the U.S. Government through the U.S. Department of

Health and Human Services, has stated that, "evaluation of all available human data provides no evidence for a threshold or for a "safe" level of asbestos exposure."

Federal, State, and Local laws require that building owner(s) and/or their representatives, prior to any demolition and/or renovation operations that may disturb any asbestos-containing materials in their buildings, must meet the following requirements: Notifications; removal techniques for asbestos-containing materials; clean-up procedures and waste storage and disposal requirements.

In Ventura County, the Ventura County Air Pollution Control District (VCAPCD) must be notified 10 working days prior to the start of any asbestos-abatement projects that exceed 100 square feet of asbestos-containing material.

The Occupational Safety & Health Administration (OSHA) must be notified 24 hours prior to the start of any asbestos-abatement project.

B. LEAD-BASED PAINT:

Lead is a heavy metal, which accumulates in the body when ingested. It interferes with chemical reaction in the body and can result in reduced performance in school, kidney problems, liver damage, high blood pressure, immune system failure, coma, convulsions, brain damage, and in severe cases death. In pregnant women, lead poisoning, nerve damage, impaired blood formation, and infant mortality.

An estimated 3 to 4 million American children have damaging levels of lead in their blood. According, to the National Health and Nutrition Examination Survey, 50% (one half) of the adults and 88% of preschool children tested had high blood lead levels. Of those, 9% of the children met the center for Disease Control standards for lead poisoning.

Children usually are exposed through household dust contaminated by peeling, flaking, or chalking paint. Young children also may be poisoned during teething by mouthing on windowsills that contain leaded paint.

Pottery and glassware containing lead is quite common. Lead paint and glaze were commonly used on items made in the U.S. before 1970 and are still used on imported ceramics. When those pieces are fired at temperatures below 1,200 degrees centigrade, the lead can be released into food. The most common sources of contaminated pottery and ceramics are Mexico and Italy. Research performed by the Food and Drug Administration indicated that nearly 10% of imported ceramics might release lead into blood.

The American Academy of Pediatrics recommends that children be screened for lead poisoning at 12 months of age and also that middle age men should have their blood level tested because of their susceptibility to hypertension.

According to public health experts, preventive measures should be taken to avoid lead poisoning. These measures include testing for lead in paint, pottery, ceramic dishes, and drinking water.

California OSHA (CAL/OSHA) requires a lead-work pre-job notification if the quantities of lead-containing materials to be disturbed exceeds 100 square feet or 100 linear feet OR if the tasks include torch cutting or welding exceeding 1 hour in any shift OR if the percentage of lead in the material to be disturbed exceeds 0.5% by weight (5,000 ppm), or 1.0 mg/square centimeter. The information and form required for notification can be found in 8CCR1532.1.

V. METHODS

A. ASBESTOS

Suspect asbestos materials are sampled and later identified using the Polarized Light Microscopy (PLM) method in accordance with the EPA Interim method of the Determination of Asbestos in Bulk Samples (EPA/600/R-93/116, July 1993). Sampling was performed in accordance with 40 CFR 763.86. Homogeneous areas were based on the total functional space. Number of samples per homogeneous area was taken as recommended under said section "Sampling Procedures".

The PLM Method is the most commonly used method to analyze building materials for the presence of asbestos. This method utilizes the optical properties of minerals to identify the selected constituent. The use of this method enables identification of the type and the percentage of asbestos in a given sample. The detection limit of the PLM method for asbestos identification is about one (1) percent asbestos. Because the State of California recognizes asbestos-containing building material (ACBM) as any material, which contains greater than or equal to one tenth of one percent (.1) asbestos, materials containing "trace" amounts of asbestos are reported as ACBM in the State of California. CSC recommends Transmission Electron Microscopy (TEM) analysis for asbestos samples with one percent (l%) or less asbestos content and Point Count Method with results ranging between two percent (2%) and ten percent (10%) when analyzed via PLM.

Documentation of the laboratory results should be retained as a reference for general building safety and maintenance, and for any future renovation/ demolition activities.

INSPECTION PROCEDURE (763.85)

Areas Inspected: In each area of the building, the inspector performed a preliminary walk-through to designate the functional spaces. He also noted which areas had homogeneous materials.

The inspector then visually inspected each accessible room or space in the building. The inspector touched suspect materials to determine if they were friable. For each suspect material, the inspector noted its condition and the potential for disturbance.

Quantities: Suspect asbestos-containing materials identified at the site were quantified. For extensive materials such as the transite siding and roof panels, general functional space measurements were used. Such measurements provide "approximate square or linear footage" (763.93 (d)(2)(ii)).

Suspect Asbestos-Containing Materials: were sampled for laboratory analysis or were visually identified as ACM.

B. LEAD-BASED PAINT

Our inspector used a portable NITON-XLp 300 Series, XRF LBP Spectrum Analyzer manufactured by NITON Corporation to test for LBP. The LBP analyzer was equipped with 14 mCi, cadmium 109 sealed radioactive source. CSC calibrated the XRF pursuant to the manufacturer's specifications and regularly verified XRF readings against pre-determined lead samples produced by the National Institute of Standards and Testing (NIST). The calibration data is attached hereto.

The HUD Guidelines define X-Ray fluorescent analyzer (XRF) measurements greater than or equal to 1.0 mg/cm^2 (milligrams per square centimeter) or 5000 ppm (parts per million by weight) (0.5% by dry weight) using laboratory analysis, lead positive. For purposes of this inspection, all XRF readings equal to or greater than 0.7 mg/cm^2 are considered lead-based paint in accordance with the California Title 17 regulations and Ventura

County guidelines. The Cal/OSHA "Lead in Construction" standard recognizes *any detectable (quantifiable)* concentrations of lead as regulated materials.

When performing lead-related construction activities, workers must be protected when exposed to levels above the current permissible exposure limit (PEL) of 50ug/cm^2, regardless of the content of lead in paint.

VI. RESULTS

A. ASBESTOS

Fifteen (15) bulk samples were collected and analyzed for a total of eighteen (18) analyses on a layer-by-layer basis using polarized light microscopy (PLM). The following table summarizes the suspect-asbestos-containing building materials identified at the site and the analytical results of the materials sampled. A complete list of sample results can be found in the laboratory sheets at the end of this report.

TABLE I: BULK SAMPLING RESULTS

Sample No:	HM	Suspect Asbestos-Containing Materials	Asbestos Content	Location of Material (Homogenous area)	NESHAPS Condition/ Friability	Quantity (ft^2)*
9867 B01-B03	1	Particle board walls	NAD	Building 4 walls	G/NF	1,200
9867 B04-B06	2	Particle board walls	NAD	Building 5 walls	G/NF	1,200
9867 B07-B09	3	Particle board walls	NAD	Building 6 walls	G/NF	1,200
9867 B10-B12	4	Particle board walls	NAD	Building 7 walls	G/NF	1,200
9867 B13-B15	5	Drywall wall system	NAD	Building 3 (Kindergarten) walls	G/NF	550

HM = Homogeneous Material NAD = No Asbestos Detected
G = Good NF = Non-friable
* = Quantities are estimates of the amount of material affected by renovation/demolition and are not intended for bid purposes.
Refer to the laboratory report and chain(s) of custody in **Appendix A** for complete list of materials tested and sampling locations

Materials containing greater than one percent (>1%) asbestos as determined by Polarized Light Microscopy methodology are considered to be an asbestos-containing materials (ACM) according to the Environmental Protection Agency (EPA). These materials are subject to regulatory provisions under 40 CFR 61.

Any manufactured construction material containing greater than one tenth of one percent (>0.1%) asbestos as determined by Polarized Light Microscopy methodology are considered to be an asbestos-containing construction materials (ACCM) according to California Occupational Safety and Health Administration (Cal-OSHA). These materials are subject to regulatory provisions under CCR Title 8, Section 1529.

Should the demolition process reveal any additional suspect asbestos-containing materials; work must stop until the suspect materials are tested for asbestos content.

B. LEAD-BASED PAINT

In Ventura County, paint is considered lead-based (LBP) if it tests greater than or equal to one milligram per square centimeter ($\geq$1.0 mg/cm^2), and paint is considered lead-containing (LCP) if it tests between 0.1 and 1.0 mg/cm^2. The following are the analytical results of the testing combinations collected from the site:

TABLE II: XRF LEAD TESTING RESULTS

Testing Combination / Locations	Substrate	Condition	Lead Status*	Lead Concentration ($^{mg}/_{cm^2}$)	Inspection Notes
Bldg. 4 walls	Particle board	Intact	LCP	0 – 0.24	N/A
Bldg 4 walls	Acoustic tile	Intact	NEG	0	N/A
Bldg. 4 door frames, window frames, trim and dry erase board frames	Wood	Intact	LCP	0 – 0.5	N/A
Bldg. 5 walls	Particle board	Intact	LCP	0 – 0.4	N/A
Bldg 5 walls	Acoustic tile	Intact	NEG	0 – 0.01	N/A
Bldg. 5 door frames, window frames, trim and dry erase board frames	Wood	Intact	LCP	0 – 0.5	N/A
Bldg. 6 walls	Particle board	Intact	LCP	0.1	N/A
Bldg. 6 walls	Wood	Intact	LCP	0 – 0.29	N/A
Bldg 6 walls	Acoustic tile	Intact	LCP	0.01 – 0.12	N/A
Bldg. 6 door frames, window frames, trim and dry erase board frames	Wood	Intact	LCP	0.06 – 0.6	N/A
Bldg. 7 walls	Particle board	Intact	NEG	0.08	N/A
Bldg. 7 walls	Wood	Intact	LCP	0 – 0.3	N/A
Bldg 7 walls	Acoustic tile	Intact	NEG	0 – 0.06	N/A
Bldg. 7 door frames, window frames, trim and dry erase board frames	Wood	Intact	LCP	0.02 – 0.4	N/A
Bldg. 8 walls	Wood	Intact	LCP	0 – 0.11	N/A
Bldg 8 walls	Acoustic tile	Intact	NEG	0	N/A
Bldg. 8 door frames, window frames, trim and dry erase board frames	Wood	Intact	LCP	0.02 – 0.3	N/A
Bldg. 3 walls	Drywall	Intact	NEG	0	N/A
Bldg 3 walls	Acoustic tile	Intact	NEG	0	N/A
Bldg. 3 door frames, window frames, trim and dry erase board frames	Wood	Intact	NEG	0 – 0.04	N/A

*LCP = Lead-Containing Paint NEG = No Lead Detected above the detection limit
Refer to the XRF Data Sheet(s) in **Appendix B** for a complete list of components and locations tested

VII. CONCLUSION and RECOMMENDATIONS

A. ASBESTOS

According to the bulk sample results and visual inspection, no asbestos-containing materials were identified during the site survey that will be impacted by the proposed renovation project.

B. LEAD-BASED PAINT

Based on the field assessment and XRF analysis, there is no lead based paint in the impacted areas. Be aware that lead-containing components were identified in the impacted areas of the buildings.

Painted surfaces generally contain lead at various levels, which are lead containing and not considered lead-based paint. It is advised that all work where painted surfaces are impacted is conducted in a manner to minimize the generation of dust.

The report is designed to aid the building owner, architect, construction manager, general contractors, and potential asbestos abatement contractors in locating ACM and /or assumed ACM, LBP and/or lead-containing paint, and universal waste. The quantities of materials identified in this report are only estimates and should not be used for bidding or developing costs for abatement. It should be the responsibility of the asbestos abatement contractor to calculate actual quantities and develop removal costs accordingly.

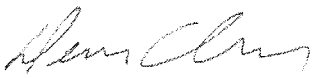
Should materials similar to those identified in this report or, other forms of suspect hazardous materials be discovered during the renovation process, the contractor should be instructed to cease all work activities which may initiate an exposure episode and notify the appropriate management personnel.

Clark Seif Clark, Inc. prepared this asbestos survey under contract with Simi Valley Unified School District. No warranties expressed or implied, are made by Clark Seif Clark, Inc. or its employees as to the use of any information, apparatus, product or process disclosed in this report. Though reasonable efforts have been made to assure correctness, if a Contractor is employed he should bring any discrepancies to the immediate attention of Clark Seif Clark, Inc.

We have employed state-of-the-art practices to perform this analysis of risk and identification, but this evaluation is severely limited in scope to areas accessible to a visual inspection or through reasonable means of the areas evaluated. No demolition or product review was performed in attempts to reveal material compositions. Our services consist of professional opinions and recommendations made in accordance with generally accepted engineering principles and practices and are designed to provide an analytical tool to assist the client. Clark Seif Clark or those representing Clark Seif Clark bear no responsibility for the actual condition of the structure or safety of a site pertaining to asbestos and/or asbestos contamination regardless of the actions taken by the client.

Clark Seif Clark appreciated having the opportunity to inspect your property. If you have any questions regarding this survey or other environmental hazards, please don't hesitate to contact us at (818) 727-2553 or (800) 807-1118.

Written by,



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Cal/OSHA CSST no. 12-4870
CDPH Lead-Related Construction
No. LRC-00006856
Clark Seif Clark, Inc.

Reviewed and endorsed by,



Christian Goerrissen
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Clark Seif Clark, Inc.

APPENDIX A

LABORATORY ANALYTICAL RESULTS AND CHAIN OF CUSTODY

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Asbestos Bulk Sample Analysis Summary

[Performed by EPA 600/R-93/116 Method]

Project Site: Santa Susana Elementary School
4300 Apricot Road
Simi Valley, CA 93063
P21-01919

Client Name: Granada Hills Charter High School (1002080)
Mike Panman
10535 Zelzah Avenue
Granada Hills, CA 91344

CSC Project / Lab # : 99026308
 # Samples : 18
Sampling By : Noah Cordova
Date Sampled : 2/2/2021 - 2/4/2021
Date Received : 2/5/2021
Date Reported : 2/8/2021
CSC Job Ref. ID : 1029867

Client ID #	Lab Sample #	Material Description	Location	Asbestos Type & %	Fibrous Non-Asbestos	Nonfibrous Non-Asbestos
9867 B-1	6308-1	Brown Partical Board	Bldg. 4 - Room 15, NW Corner of Room	ND	100% Cellulose	0% Matrix Material
9867 B-2	6308-2	Brown Partical Board	Bldg. 4 - Room 16, NE Corner of Room	ND	100% Cellulose	0% Matrix Material
9867 B-3	6308-3	Brown Partical Board	Bldg. 4 - Room 16, NW Corner of Room	ND	100% Cellulose	0% Matrix Material
9867 B-4	6308-4	Brown Partical Board	Bldg. 5 - Room 17, West Wall	ND	100% Cellulose	0% Matrix Material
9867 B-5	6308-5	Brown Partical Board	Bldg. 5 - Room 18, North Wall	ND	100% Cellulose	0% Matrix Material
9867 B-6	6308-6	Brown Partical Board	Bldg. 5 - Room 21, East Wall	ND	100% Cellulose	0% Matrix Material
9867 B-7	6308-7	Brown Partical Board	Bldg. 6 - Room 3, North Wall	ND	100% Cellulose	0% Matrix Material
9867 B-8	6308-8	Brown Partical Board	Bldg. 6 - Room 4, West Wall	ND	100% Cellulose	0% Matrix Material
9867 B-9	6308-9	Brown Partical Board	Bldg. 6 - Room 10, East Wall	ND	100% Cellulose	0% Matrix Material
9867 B-10	6308-10	Brown Partical Board	Bldg. 7 - Room 11, North Wall	ND	100% Cellulose	0% Matrix Material

CSC Project / Lab # : 99026308

Address: 4300 Apricot Road
Simi Valley, CA 93063

Client ID #	Lab Sample #	Material Description	Location	Asbestos Type & %	Fibrous Non-Asbestos	Nonfibrous Non-Asbestos
9867 B-11	6308-11	Brown Partical Board	Bldg. 7 - Room 12, East Wall	ND	100% Cellulose	0% Matrix Material
9867 B-12	6308-12	Brown Partical Board	Bldg. 7 - Room 6, NE Corner of Wall	ND	100% Cellulose	0% Matrix Material
9867 B-13	6308-13	Pink Drywall	Bldg. 3 - Room 1, South Wall by Restroom	ND	16% Glass Fibers, Cellulose	84% Matrix Material
9867 B-13A	6308-14	White Drywall Mud	Bldg. 3 - Room 1, South Wall by Restroom	ND	ND	100% Matrix Material
9867 B-14	6308-15	Pink Drywall	Bldg. 3 - Room 2, North Wall by Restroom	ND	17% Glass Fibers, Cellulose	83% Matrix Material
9867 B-14A	6308-16	White Drywall Mud	Bldg. 3 - Room 2, North Wall by Restroom	ND	ND	100% Matrix Material
9867 B-15	6308-17	Pink Drywall	Bldg. 3 - Workroom, East Wall	ND	15% Glass Fibers, Cellulose	85% Matrix Material
9867 B-15A	6308-18	White Drywall Mud	Bldg. 3 - Workroom, East Wall	ND	ND	100% Matrix Material

Bulk Material Analysis:

Bulk samples are examined by Polarized Light Microscopy (PLM) with Dispersion Staining as recommended by the U.S. Environmental Protection Agency (EPA).

Results:

Results are reported as a percent(%) of total asbestos present for each asbestos type identified within each distinguishable layer, or sub-sample, of a sample. Other non-asbestos materials may also be identified.

Explanation:

Reported results are a visual estimate by area of asbestos concentration. Results for heterogeneous samples examined by component are reported as a composite. The lower limit of reliable detection for the PLM methods is 1%. Samples which contain asbestos in a concentration lower than the limit of reliable detection (<1%) commonly referred to as "trace" are reported as "<1%". Trace is defined as reproducible detection levels of asbestos with at least five fibers spread over three slides, per NIST Proficiency Test instructions. Samples in which no asbestos is observed are reported as ND (None Detected). Note: When ND appears on a report, it means that asbestos was not observed and that, if present, it exists in concentrations of <1% and/or fiber dimensions are too small for accurate microscopic resolution. CSCL is accredited by the National Voluntary Laboratory Accreditation Program for the specific scope of accreditation under NVLAP Lab Code 200324. Results reported relate only to sample(s) submitted and tested and do not necessarily apply to other apparently identical or similar materials. This report is submitted for the exclusive use of the client to whom it is addressed. Any reproduction of this report or use of this Laboratory's name for advertising or publicity purposes without prior written authorization is prohibited. In addition, this report is not to be used to claim product endorsement by NVLAP or any agency of the U.S. Government.

Clay Egner
Laboratory Analyst

Christian Goerrissen
Laboratory Analyst/Manager

Note: Our policy is to dispose of samples unless written notification is received in our office within 30 days of this report.

Requested Turn around time

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99026308

Chain of Custody Form- Bulk Sampling 24 Hours

CSC Job #	Sampling By	Date Taken	# Samples	Page #		Total Pages
1029867	N. Contreras / D. Chumley	2/2 - 2/4/21	15	1	of	1

Job Name & Location	Customer Id No.:
Santa Susana Elementary School	(1005916)
4300 Apricot Road	
Simi Valley, CA 93063	

Sample Analysis:	PLM – Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy	Lab Submitted to:	CSCL

ID #	Material Description	HM	Location of Sample	Condition	Friable	Quantity
9867	Partical Board Brown	1	BLDG 4 room 15 NW corner of room	Good	No	1,200
B01						
B02			BLDG 4 room 16 NE corner of room			
B03			BLDG 4 room 19 North west corner of room			
B04	Partical Board - Brown	2	BLDG 5 room 17 west wall	Good	No	1,200
B05			BLDG 5 room 18 north wall			
B06			BLDG 5 room 21 east wall			
B07	Partical board - Brown	3	BLDG 6 room 3 north wall	Good	No	1,200
B08			BLDG 6 room 4 west wall			
B09			BLDG 6 room 10 East wall			
B10	Partical board brown	4	BLDG 7 room # 11 north wall	Good	No	1,200
B11			BLDG 7 room 12 East wall			
B12			BLDG 7 room 6 NE corner of wall			
B13	Drywall system	5	Bldg 3 Room 1 S wall by restroom	Good	No	500
B14			Bldg 3 Room 2 N. wall by restroom	Good	No	500
B15			Bldg. 3 Workroom E. wall	Good	No	500

CONDITION CODE			FRIABLE CODE		HOMOGENEOUS CODE	QUANTITY CODE	
G= GOOD	F= FAIR	P= POOR	Y= YES	N= NO	HA= HOMOGENEOUS MATERIAL	SF= Square Ft.	LF = LINEAR Ft.

INSPECTION COMMENTS: PB - Partical board.

Relinquished By:	Date & Time
	2/5/21 @ 1300
Received By:	**Date & Time**
	2-5-21 1410

APPENDIX B

XRF DATA SHEETS

CSC Project No. 1029867
Project Name: Santa Susana Elementary School
Project Location: 4300 Apricot Road, Simi Valley, CA 93063
Client: Simi Valley Unified School District

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XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

								Results			
Reading No	Site	Room	Side	Component	Substrate	Condition	Color	Results	PbC	PbC Error	Units
1		SHUTTER CALIBRATION							4.03	0	cps
2		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.7	0.1	mg / cm ^2
3		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.8	0.1	mg / cm ^2
4		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.7	0.1	mg / cm ^2
5	BLDG 4	15	A	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.05	0.15	mg / cm ^2
6	BLDG 4	15	A	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
7	BLDG 4	15	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.04	0.06	mg / cm ^2
8	BLDG 4	15	D	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.04	0.06	mg / cm ^2
9	BLDG 4	15	D	WALL TRIM	WOOD	INTACT	WHITE	Negative	0.02	0.05	mg / cm ^2
10	BLDG 4	15	A	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.08	0.21	mg / cm ^2
11	BLDG 4	15	A	WALL	WALL TILE	INTACT	BEIGE	Negative	0	0.02	mg / cm ^2
12	BLDG 4	15	D	WALL TRIM	WOOD	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
13	BLDG 4	16	B	WALL TRIM	WOOD	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
14	BLDG 4	16	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.24	0.41	mg / cm ^2
15	BLDG 4	16	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.03	0.1	mg / cm ^2
16	BLDG 4	16	C	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.03	0.05	mg / cm ^2
17	BLDG 4	16	D	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.04	0.07	mg / cm ^2
18	BLDG 4	16	D	WALL	WALL TILE	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
19	BLDG 4	16	A	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.3	0.37	mg / cm ^2
20	BLDG 4	16	A	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.1	0.23	mg / cm ^2
21	BLDG 4	16	D	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.5	0.5	mg / cm ^2
22	BLDG 4	16	D	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.15	0.45	mg / cm ^2
23	BLDG 4	20	A	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.03	0.04	mg / cm ^2

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XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

								Results			
Reading No	Site	Room	Side	Component	Substrate	Condition	Color	Results	PbC	PbC Error	Units
24	BLDG 4	20	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.02	0.05	mg / cm ^2
25	BLDG 4	20	D	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.4	0.6	mg / cm ^2
26	BLDG 4	20	D	TRIM	WOOD	INTACT	WHITE	Negative	0.09	0.3	mg / cm ^2
27	BLDG 4	20	B	WALL	WALL TILE	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
28	BLDG 4	20	B	TRIM	WOOD	INTACT	WHITE	Negative	0.24	0.73	mg / cm ^2
29	BLDG 4	20	B	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0	0.02	mg / cm ^2
30	BLDG 4	20	B	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.3	0.58	mg / cm ^2
31	BLDG 4	20	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.04	0.07	mg / cm ^2
32	BLDG 4	20	C	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.03	0.05	mg / cm ^2
33	BLDG 4	20	D	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
34	BLDG 4	20	C	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.4	0.5	mg / cm ^2
35	BLDG 5	21	C	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.24	0.32	mg / cm ^2
36	BLDG 5	21	A	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
37	BLDG 5	21	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.01	0.04	mg / cm ^2
38	BLDG 5	21	B	WALL	WALL TILE	INTACT	WHITE	Negative	0.01	0.03	mg / cm ^2
39	BLDG 5	21	A	WALL TRIM	WOOD	INTACT	WHITE	Negative	0.2	0.46	mg / cm ^2
40	BLDG 5	21	B	DOOR FRAME	WOOD	INTACT	WHITE	Negative	0.26	0.35	mg / cm ^2
41	BLDG 5	22	C	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.3	0.7	mg / cm ^2
42	BLDG 5	22	B	WHT BRD FRAME	WOOD	INTACT	BEIGE	Negative	0.14	0.4	mg / cm ^2
43	BLDG 5	22	A	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.05	0.1	mg / cm ^2
44	BLDG 5	22	B	TRIM	WOOD	INTACT	WHITE	Negative	0.25	0.42	mg / cm ^2
45	BLDG 5	22	C	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.4	0.4	mg / cm ^2
46	BLDG 5	22	C	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.5	0.4	mg / cm ^2

CSC Project No. 1029867
Project Name: Santa Susana Elementary School
Project Location: 4300 Apricot Road, Simi Valley, CA 93063
Client: Simi Valley Unified School District

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XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

								Results			
Reading No	Site	Room	Side	Component	Substrate	Condition	Color	Results	PbC	PbC Error	Units
47	BLDG 5	18	A	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.14	0.58	mg / cm ^2
48	BLDG 5	18	A	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.06	0.34	mg / cm ^2
49	BLDG 5	18	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.03	0.06	mg / cm ^2
50	BLDG 5	18	C	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.03	0.04	mg / cm ^2
51	BLDG 5	18	D	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.04	0.07	mg / cm ^2
52	BLDG 5	17	D	WHT BRD FRAME	WOOD	INTACT	WHITE	Negative	0.3	0.66	mg / cm ^2
53	BLDG 5	17	A	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.4	0.5	mg / cm ^2
54	BLDG 5	17	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.19	0.37	mg / cm ^2
55	BLDG 5	17	C	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.05	0.09	mg / cm ^2
56	BLDG 5	17	C	WALL	WALL TILE	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
57		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.7	0.3	mg / cm ^2
58		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.7	0.3	mg / cm ^2
59		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.7	0.3	mg / cm ^2
60	BLDG 6	10	B	WALL	WOOD	INTACT	WHITE	Negative	0.05	0.07	mg / cm ^2
61	BLDG 6	10	C	WALL	WOOD	INTACT	WHITE	Negative	0.29	0.44	mg / cm ^2
62	BLDG 6	10	C	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.6	0.4	mg / cm ^2
63	BLDG 6	10	D	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.15	0.33	mg / cm ^2
64	BLDG 6	10	D	TRIM	WOOD	INTACT	WHITE	Negative	0.22	0.43	mg / cm ^2
65	BLDG 6	4	A	WALL	WOOD	INTACT	WHITE	Negative	0.3	0.47	mg / cm ^2
66	BLDG 6	4	C	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.1	0.14	mg / cm ^2
67	BLDG 6	4	C	TRIM	WOOD	INTACT	WHITE	Negative	0.06	0.15	mg / cm ^2
68	BLDG 6	4	D	WALL	WALL TILE	INTACT	WHITE	Negative	0.01	0.06	mg / cm ^2
69	BLDG 6	4	D	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.3	0.47	mg / cm ^2

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								Results			
Reading No	Site	Room	Side	Component	Substrate	Condition	Color	Results	PbC	PbC Error	Units
70	BLDG 6	3	A	WALL	WOOD	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
71	BLDG 6	3	B	TRIM	WOOD	INTACT	WHITE	Negative	0.08	0.21	mg / cm ^2
72	BLDG 6	3	B	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.24	0.5	mg / cm ^2
73	BLDG 6	3	C	WALL	WALL TILE	INTACT	BEIGE	Negative	0.01	0.03	mg / cm ^2
74	BLDG 6	3	D	WALL	WOOD	INTACT	WHITE	Negative	0.03	0.13	mg / cm ^2
75	BLDG 6	3	C	WALL	WALLTILE	INTACT	WHITE	Negative	0.12	0.78	mg / cm ^2
76	BLDG 6	9	A	WALL	WALLTILE	INTACT	WHITE	Negative	0.01	0.03	mg / cm ^2
77	BLDG 6	9	B	WALL	WOOD	INTACT	WHITE	Negative	0.08	0.11	mg / cm ^2
78	BLDG 6	9	B	TRIM	WOOD	INTACT	WHITE	Negative	0.19	0.22	mg / cm ^2
79	BLDG 6	9	C	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.08	0.14	mg / cm ^2
80	BLDG 7	11	A	WALL	WOOD	INTACT	WHITE	Negative	-0.01	0.98	mg / cm ^2
81	BLDG 7	11	A	WALL	WALL TILE	INTACT	WHITE	Negative	0.28	0.68	mg / cm ^2
82	BLDG 7	11	C	TRIM	WOOD	INTACT	WHITE	Negative	0.01	0.05	mg / cm ^2
83	BLDG 7	11	C	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.4	0.5	mg / cm ^2
84	BLDG 7	12	B	WALL	WOOD	INTACT	BROWN	Negative	0.25	0.44	mg / cm ^2
85	BLDG 7	12	B	TRIM	WOOD	INTACT	WHITE	Negative	0.3	0.53	mg / cm ^2
86	BLDG 7	12	A	WALL	WALL TILE	INTACT	WHITE	Negative	0.02	0.07	mg / cm ^2
87	BLDG 7	12	D	DOOR FRAME	WOOD	INTACT	WHITE	Negative	0.16	0.45	mg / cm ^2
88	BLDG 7	12	C	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.3	0.48	mg / cm ^2
89	BLDG 7	6	B	WALL	WOOD	INTACT	WHITE	Negative	0.3	0.4	mg / cm ^2
90	BLDG 7	6	C	WALL	WALL TILE	INTACT	WHITE	Null	0.04	0.14	mg / cm ^2
91	BLDG 7	6	C	WALL	WALL TILE	INTACT	WHITE	Negative	0.06	0.21	mg / cm ^2
92	BLDG 7	6	C	TRIM	WOOD	INTACT	WHITE	Negative	0.12	0.4	mg / cm ^2

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XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

								Results			
Reading No	Site	Room	Side	Component	Substrate	Condition	Color	Results	PbC	PbC Error	Units
93	BLDG 7	6	D	DOOR FRAME	WOOD	INTACT	WHITE	Negative	0.4	0.6	mg / cm ^2
94	BLDG 7	6	D	DOOR FRAME	WOOD	INTACT	WHITE	Negative	0.16	0.21	mg / cm ^2
95	BLDG 7	5	B	WALL	PARTICLE BOARD	INTACT	WHITE	Negative	0.08	0.08	mg / cm ^2
96	BLDG 7	5	C	WALL	WOOD	INTACT	WHITE	Negative	0.1	0.13	mg / cm ^2
97	BLDG 7	5	C	WALL	WALL TILE	INTACT	WHITE	Negative	0.05	0.16	mg / cm ^2
98	BLDG 7	5	D	TRIM	WOOD	INTACT	WHITE	Negative	0.4	0.5	mg / cm ^2
99	BLDG 7	5	A	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.26	0.5	mg / cm ^2
100	BLDG 7	5	A	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.27	0.56	mg / cm ^2
101	BLDG 8	8	A	WALL	WOOD	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
102	BLDG 8	8	A	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.03	0.14	mg / cm ^2
103	BLDG 8	8	A	DOOR FRAME	WOOD	INTACT	BEIGE	Negative	0.02	0.16	mg / cm ^2
104	BLDG 8	8	B	TRIM	WOOD	INTACT	BROWN	Negative	0.1	0.45	mg / cm ^2
105	BLDG 8	8	C	WALL	WALL TILE	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
106	BLDG 8	7	A	WALL	WOOD	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
107	BLDG 8	7	A	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.07	0.23	mg / cm ^2
108	BLDG 8	7	A	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.02	0.04	mg / cm ^2
109	BLDG 8	7	C	WALL	WALL TILE	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
110	BLDG 8	13	C	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.25	0.15	mg / cm ^2
111	BLDG 8	13	C	DOOR FRAME	WOOD	INTACT	WHITE	Negative	0.3	0.11	mg / cm ^2
112	BLDG 8	13	A	WALL	WALL TILE	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
113	BLDG 8	13	B	WALL	WOOD	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
114	BLDG 8	14	C	WINDOW FRAME	WOOD	INTACT	WHITE	Negative	0.16	0.21	mg / cm ^2
115	BLDG 8	14	B	TRIM	WOOD	INTACT	WHITE	Negative	0.3	0.13	mg / cm ^2

CSC Project No. 1029867
Project Name: Santa Susana Elementary School
Project Location: 4300 Apricot Road, Simi Valley, CA 93063
Client: Simi Valley Unified School District

HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

XRF LEAD-BASED PAINT AND LEAD-CONTAINING MATERIALS INSPECTION REPORT

								Results			
Reading No	Site	Room	Side	Component	Substrate	Condition	Color	Results	PbC	PbC Error	Units
116	BLDG 8	14	A	WALL	WALL TILE	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
117	BLDG 8	14	A	WALL	WOOD	INTACT	BROWN	Negative	0.11	0.05	mg / cm ^2
118	BLDG 3	2	A	WINDOW FRAME	METAL	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
119	BLDG 3	2	A	DOOR FRAME	WOOD	INTACT	WHITE	Negative	0.04	0.16	mg / cm ^2
120	BLDG 3	2	C	TRIM	WOOD	INTACT	WHITE	Negative	0	0.03	mg / cm ^2
121	BLDG 3	2	B	WALL	WOOD	INTACT	BROWN	Negative	0	0.03	mg / cm ^2
122	BLDG 3	2	B	WALL	DRYWALL	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
123	BLDG 3	2	B	WALL	WALL TILE	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
124	BLDG 3	1	A	WINDOW FRAME	METAL	INTACT	WHITE	Negative	0.02	0.07	mg / cm ^2
125	BLDG 3	1	D	DOOR FRAME	WOOD	INTACT	WHITE	Negative	0.01	0.06	mg / cm ^2
126	BLDG 3	1	B	WALL	WALL TILE	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
127	BLDG 3	1	D	WALL	DRYWALL	INTACT	WHITE	Negative	0	0.02	mg / cm ^2
128	BLDG 3	1	C	TRIM	WOOD	INTACT	BROWN	Negative	0	0.02	mg / cm ^2
129		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.8	0.1	mg / cm ^2
130		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.7	0.1	mg / cm ^2
131		NITON CALIBRATION - SRM 2574					GOLD	Positive	0.8	0.1	mg / cm ^2

Action Level is ≥0.7 mg/cm^2

Inspection Comments:

This XRF inspection was performed on January 5, 2021 with a Niton XLp300 series lead detector, serial no. 25374

Inspector signature	LRC-00006856 CDPH Certification	February 5, 2021 Date

Clark Seif Clark, INC.
PO Box 4299, Chatsworth, California 91313
Office 818 727-2553, Fax 818 727-2556, Web: csceng.com

APPENDIX C

SITE PHOTOGRAPHS



Photo 1: typical classroom

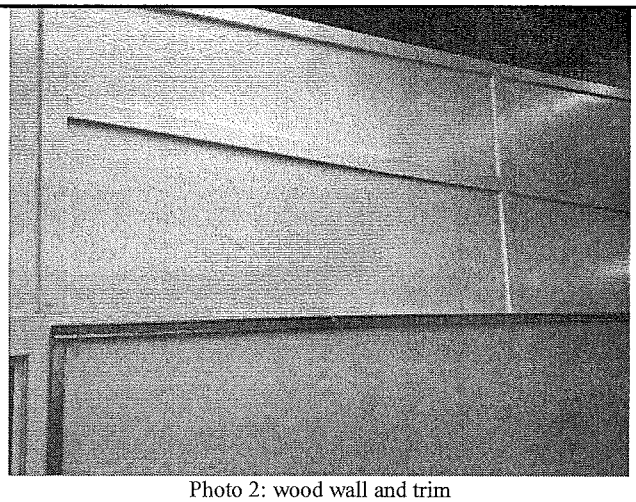


Photo 2: wood wall and trim

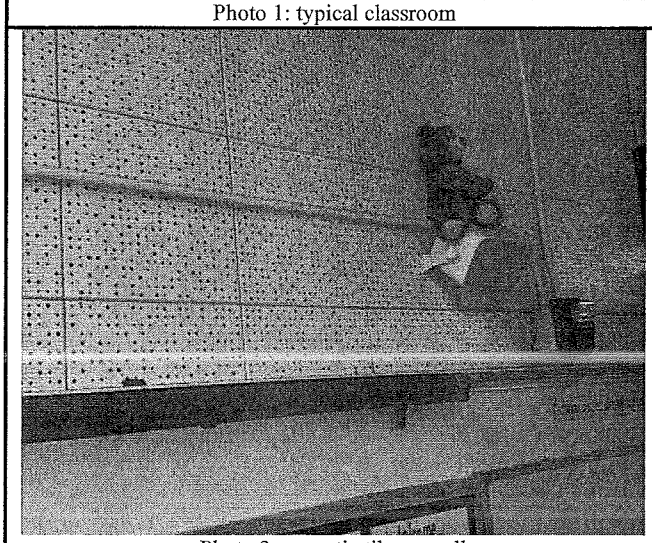


Photo 3: acoustic tile on wall

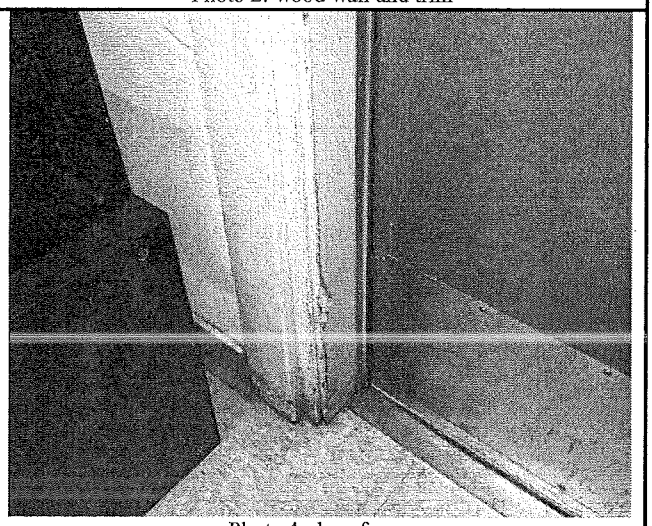


Photo 4: door frame

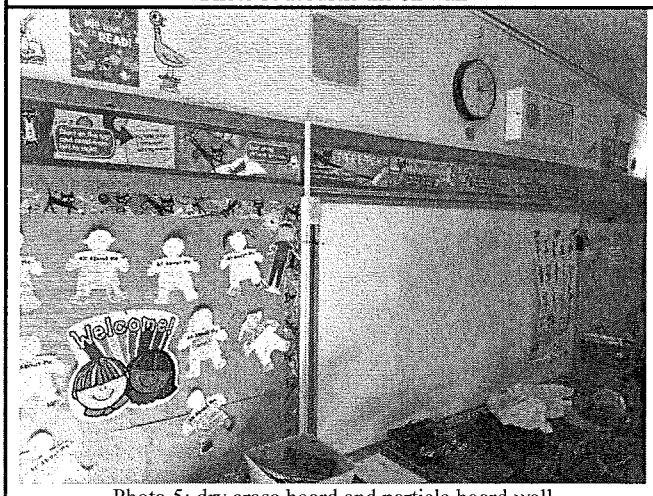


Photo 5: dry erase board and particle board wall

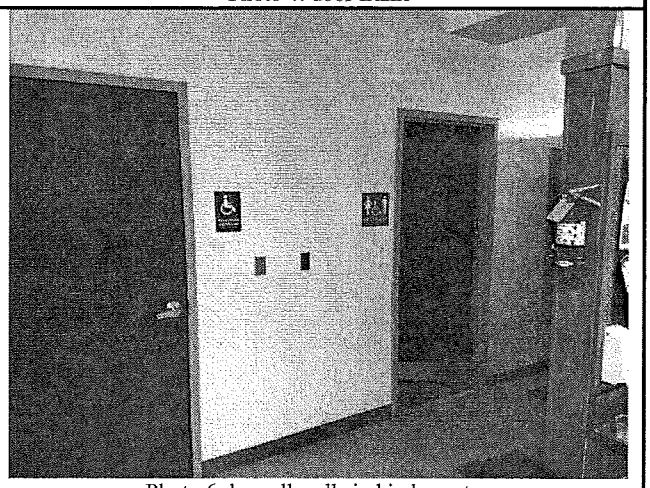
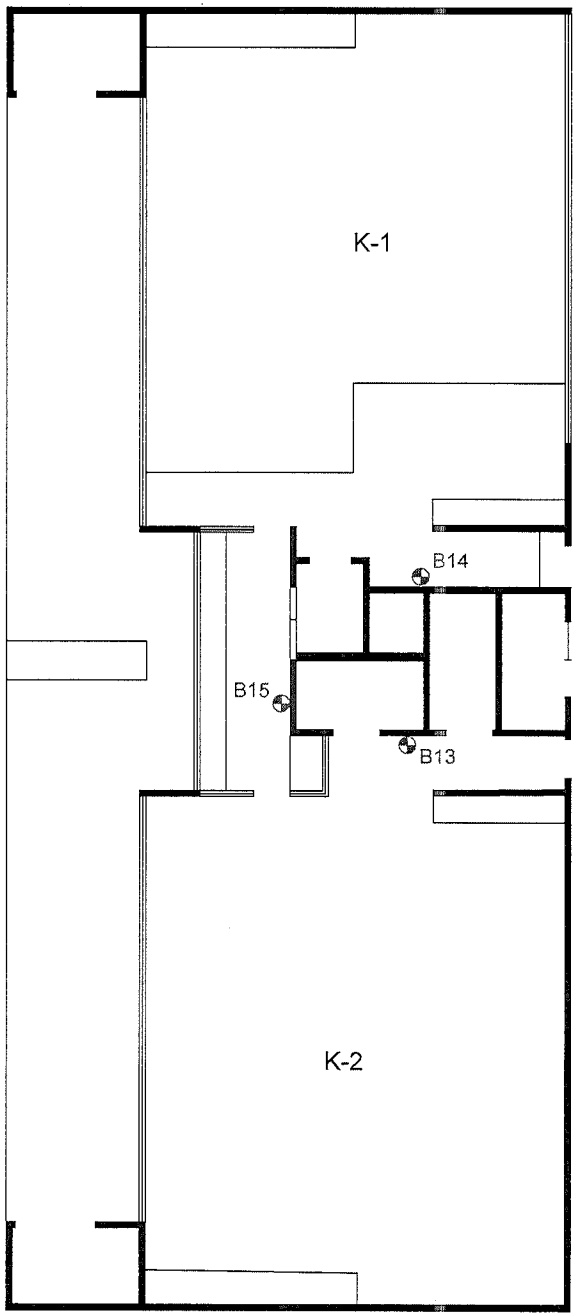


Photo 6:drywall walls in kindergarten

APPENDIX D

SITE PLANS AND SAMPLING LOCATIONS



BUILDING 3
N.T.S.

LEGEND

B01 Negative Sample Location

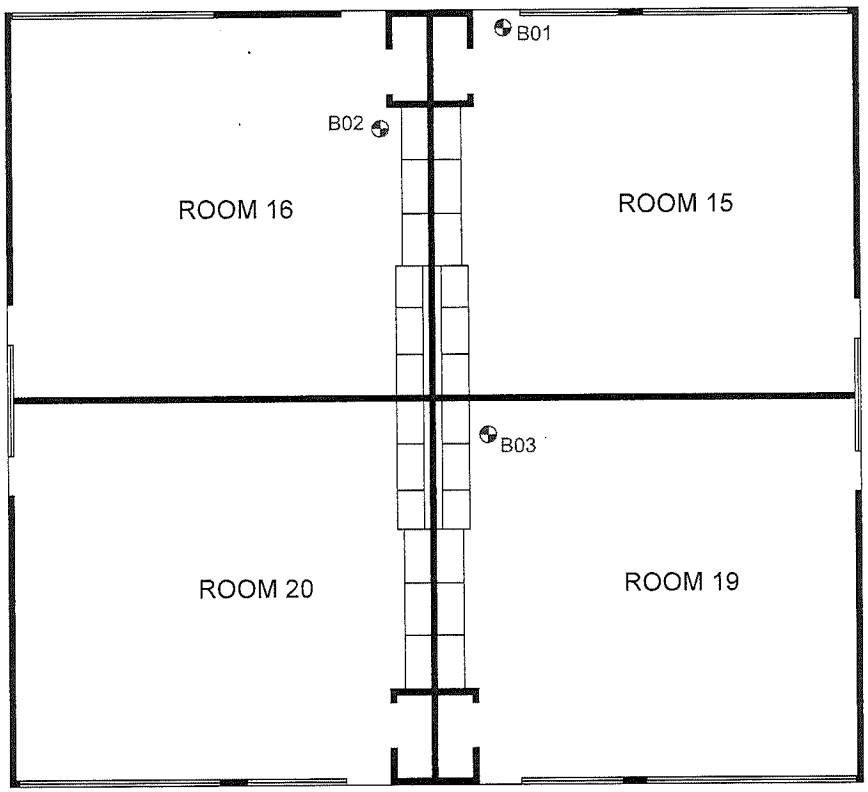
N

CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

Sample Location Map

SANTA SUSANNA ES

BUILDING 3



BUILDING 4
N.T.S.

LEGEND

B01 Negative Sample Location

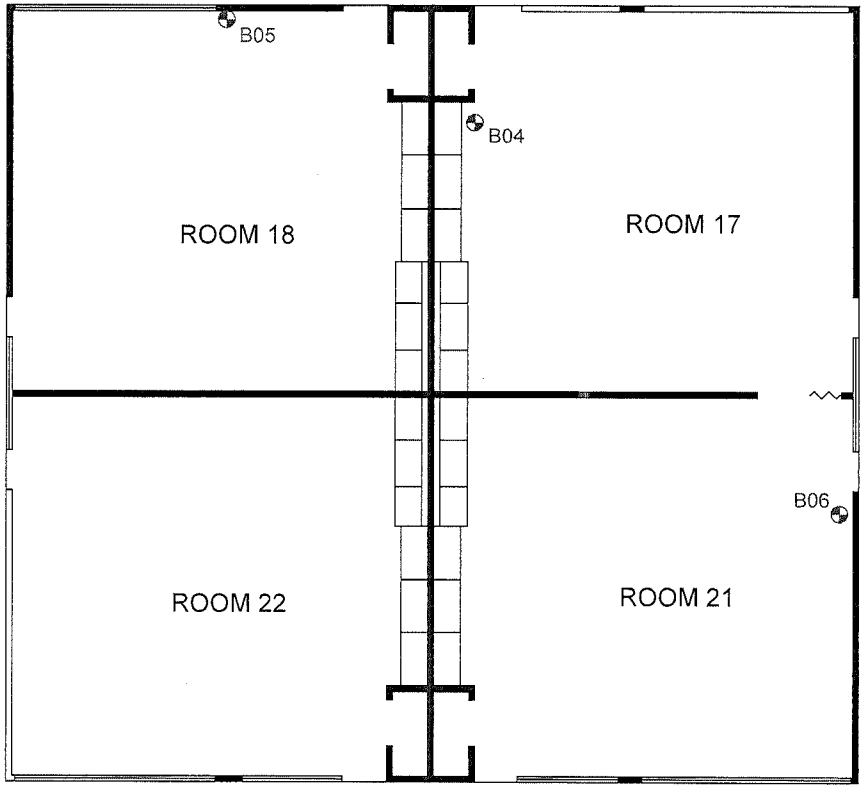
N

CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

Sample Location Map

SANTA SUSANNA ES

BUILDING 4



BUILDING 5
N.T.S.

LEGEND

B01 Negative Sample Location

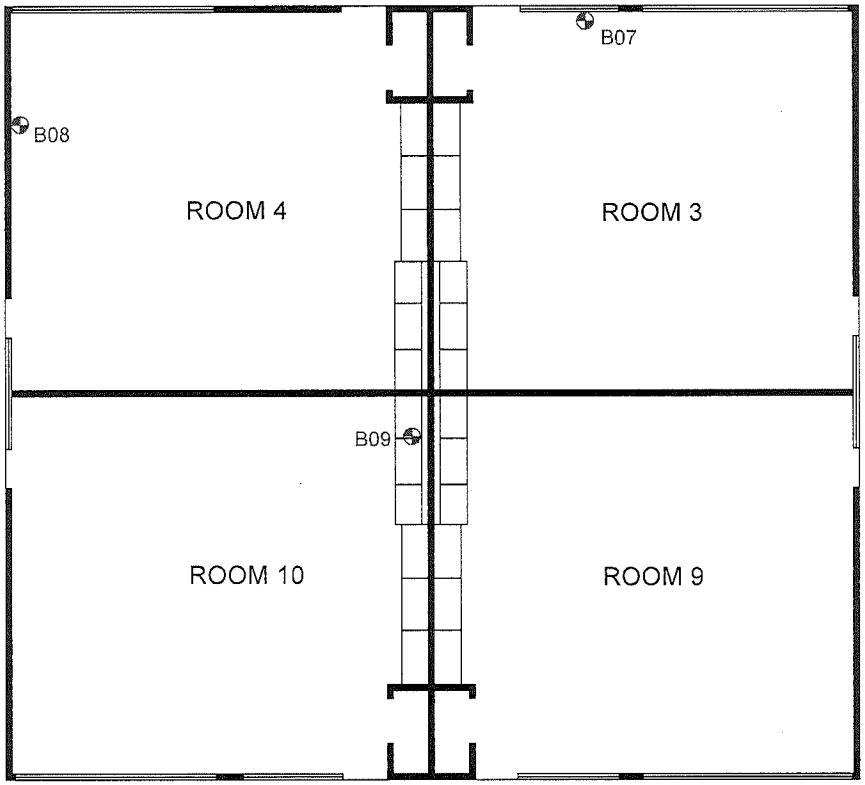
N

CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

Sample Location Map

SANTA SUSANNA ES

BUILDING 5



BUILDING 6
N.T.S.

LEGEND

B01 Negative Sample Location

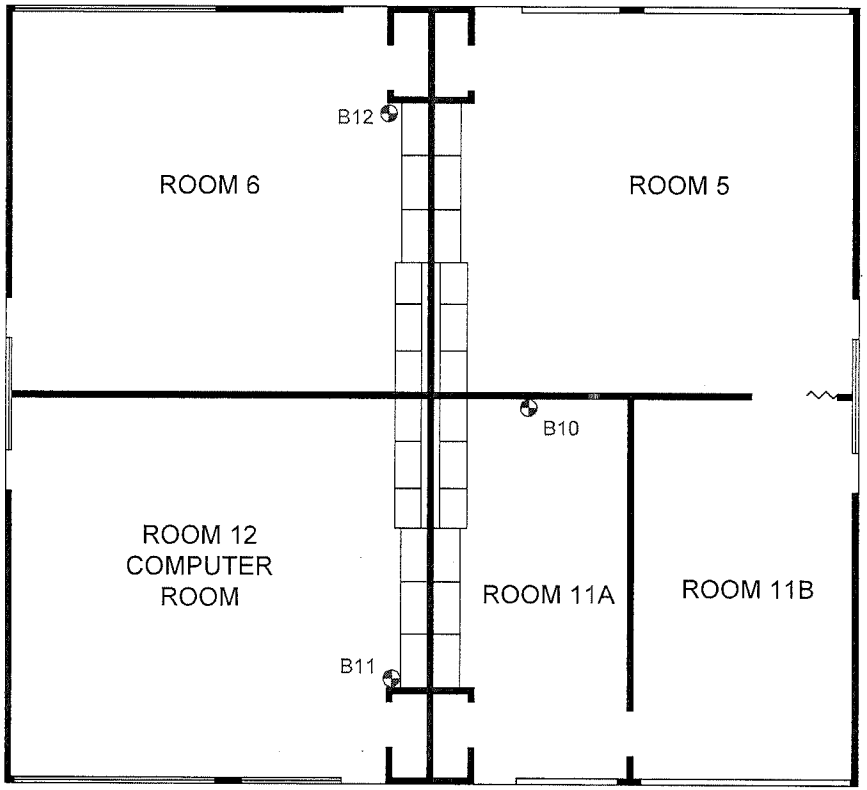
N

CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

Sample Location Map

SANTA SUSANNA ES

BUILDING 6



BUILDING 7
N.T.S.

LEGEND

B01 Negative Sample Location

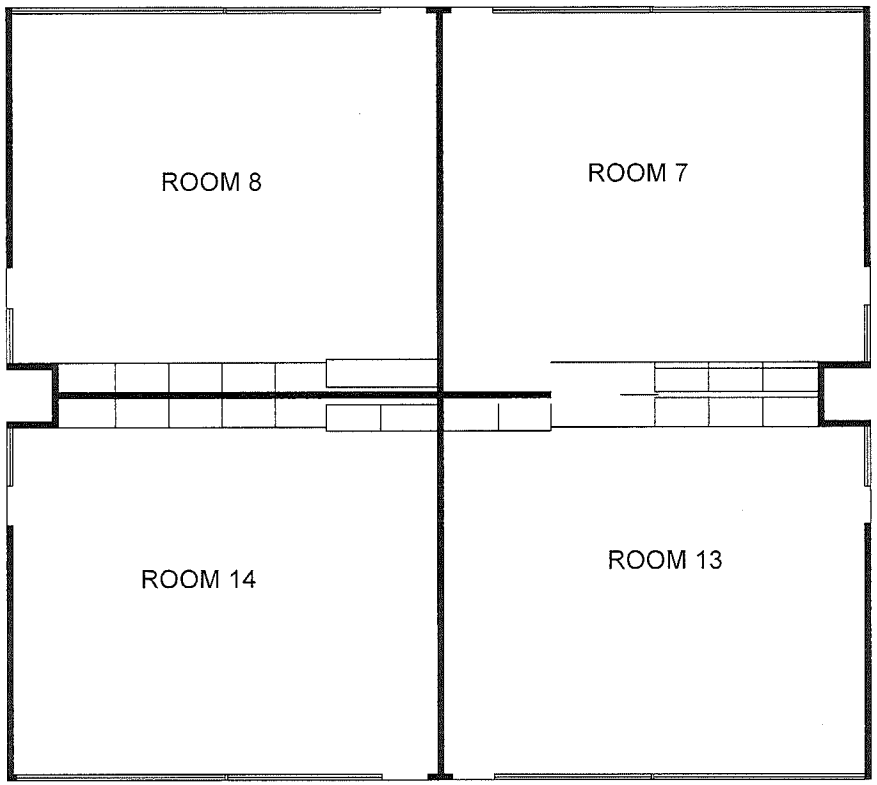
N

CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

Sample Location Map

SANTA SUSANNA ES

BUILDING 7



BUILDING 8
N.T.S.

LEGEND

Negative Sample Location
B01

N

CLARK SEIF CLARK, INC.
HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

Sample Location Map

SANTA SUSANNA ES

BUILDING 8

APPENDIX E

ACCREDITATIONS AND CERTIFICATIONS

HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician



Devon Charnley
Name

Certification No. 12-4870

Expires on 04/18/21

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 Devon Charnley	Lead Sampling Technician	LRC-00006856	8/13/2021

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/clcpb/ or calling (800) 597-LEAD.

Devon Charnley CSST, CDPH
818-400-5587

State of California
Division of Occupational Safety and Health

Certified Site Surveillance Technician



Charles R Cordova

Name

Certification No. **19-6612**

Expires on **01/14/22**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

HEALTH & SAFETY • ENGINEERING • ENVIRONMENTAL

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Christian Goerrissen
Name



Certification No. **00-2840**

Expires on **01/05/22**

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

California Department of PublicHealth

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
	Lead Inspector/Assessor	LRC-00000162	5/14/2021
	Lead Project Monitor	LRC-00000161	5/14/2021

Christian Goerrissen

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/clpph or calling (800) 597-LEAD.

Christian Goerrissen, CAC
818-402-9844

To: **Mrs. Malihe Shokouhi**
Simi Valley Unified School District
Construction Manager/Project Coordinator
101 West Cochran Street
Simi Valley, CA 93065

Mr. Tony Joseph
Simi Valley Unified School District
Bond Program Manager
101 West Cochran Street
Simi Valley, CA 93065

Limited Lead-Based Paint Survey
Santa Susana Elementary School
Paint Project – Buildings #4, #6, #7 & Relocatable Classroom Building (Room 25)

SimiValleySchools
SIMI VALLEY UNIFIED SCHOOL DISTRICT

Date Prepared: September 20, 2018

Millennium Consulting Project No. 190102.2001

MILLENNIUM
CONSULTING ASSOCIATES

TABLE OF CONTENTS

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Appendices

Appendix A Analytical Results from Samples

Appendix B Site & Sample Location Plans

i. LIST OF ACRONYMS

Asbestos

ACM	Asbestos-Containing Material
ACBM	Asbestos-Containing Building Material
ACCM	Asbestos-Containing Construction Material (California only)
AHERA	Asbestos Hazard Emergency Response Act
CAC	California Asbestos Consultant
Cal/OSHA	California Division of Occupational Safety and Health
CCR	California Code of Regulations
CSST	California Site Surveillance Technician
CFR	Code of Federal Regulations
EPA	Environmental Protection Agency
HEPA	High Efficiency Particulate Air
HVAC	Heating, Ventilation, and Air Conditioning
LBP	Lead-Based Paint
LCM	Lead-Containing Material
NEA	Negative Exposure Assessment
NESHAP	National Emission Standards for Hazardous Air Pollutants
PEL	Permissible Exposure Limit
PLM	Polarized Light Microscopy
RACM	Regulated Asbestos-Containing Material
SCAQMD	South Coast Air Quality Management District
SVUSD	Simi Valley Unified School District

ii. LIST OF DEFINITIONS

Abatement: Control/elimination of asbestos through operations and maintenance, repair, enclosure, encapsulation, or removal.

Amended Water: Water to which a surfactant (wetting agent) has been added to increase the ability of the liquid to penetrate ACM.

Asbestos: Asbestiform varieties of Chrysotile (serpentine), crocidolite (riebeckite), amosite (cummingtonite-grunerite), anthophyllite tremolite, and actinolite.

Asbestos-Containing Material (ACM): Material or product containing more than one percent (1%) asbestos

Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on interior structural members or other parts of a school building.

Asbestos-Containing Construction Material (ACCM): For California only. Manufactured construction material that contains more than one-tenth of one percent (0.1%) asbestos by weight.

Building ID Number or Code: Six-digit alphanumeric identification code assigned to each building on a site; sometimes referred to as the insurance code, ID number, or other similar terms.

District: The Los Angeles Unified School District and its representatives.

Friable: Used in reference to a school building material which, when dry, may be crumbled, pulverized, or reduced to powder by hand pressure.

High Efficiency Particulate Air (HEPA): Filter or system capable of removing particulates of 0.3 microns or larger from air at 99.97 percent or greater efficiency.

Nonfriable: Used in reference to a school building material which, when dry, may not be crumbled, pulverized, or reduced to powder by hand pressure.

Plasticize: To cover floors, ceilings, and walls with plastic (polyethylene) sheeting.

Regulated Area: Area established by the employer (abatement contractor) to demarcate where asbestos work is conducted, and by the adjoining area where debris and waste from such asbestos work accumulate; a work area within which airborne concentrations of asbestos exceed or may exceed (with reasonable possibility) the permissible exposure limit.

I. Executive Summary, Introduction, Purpose, and Scope of Services

This Lead Engineering Assessment Report has been prepared by Millennium Consulting Associates (Millennium) for Simi Valley Unified School District's (SVUSD) upcoming Santa Susana Elementary School Paint Project (Project) in Buildings #4, #6, #7 and Relocatable Classroom Building (Room 25) located at 4300 Apricot Road, Simi Valley, CA 93063.

On June 9, 2018, Millennium performed a survey at the project site to identify the lead-based paint (LBP) which may be impacted during the upcoming project. The engineering assessment was conducted to determine the existence of LBP in specified building materials scheduled to be impacted by renovation activities by reviewing historical records and data, conducting site visits, collection of representative samples, and assessment of the condition of the materials throughout the specified buildings.

This survey is based on the United States Department of Housing and Urban Development (HUD) defines LBP as any paint or other coating that contains lead equal to or greater than 1.0 milligrams of lead per square centimeter (1.0 mg/cm2) as measured by XRF or laboratory analysis, or 0.5% by weight (5,000 ppm). Lead-safe work practice and clearance inspection is to be performed where paint revealed lead level greater than 1,000 ppm or 0.5 mg/cm2. As a result, this LBP survey will recognize LBP as 1,000 ppm or 0.5 mg/cm2.

The following accredited and certified inspectors performed the assessment:

Table 1. Millennium personnel summary for the lead engineering assessment.

Name	License Type	License No.	Expiration Date
Abbas Sam	DOSH Certified Asbestos Consultant	09-4551	08/20/2019
Julius Thompson	CDHP Inspector/Risk Assessor	22436	7/29/2019

For the limited lead-based paint survey conducted on June 9, 2018 Millennium collected five (5) samples.

The following materials were identified as LBP:

Building	LBP
Building #4	• None
Building #6	• Nonet
Building #7	• None
Relocatable Classroom Building (Room 25)	• None

II. Scope of Work

The lead engineering assessment performed was limited only to the areas involved in and building components impacted by the scope of work for the above referenced project. The areas and components to be impacted are specific and identified by SVUSD's Project Manager for Santa Susana Elementary School Paint Project. The scope of work includes painting in the following locations:

- Building #4, exterior
- Building #6, exterior
- Building #7, exterior
- Relocatable Classroom Building (Room 25), exterior

III. Visual Survey, Sampling Methodology, and Analytical Procedures

Visual Survey

Prior to the actual physical inspection of the buildings, Millennium reviewed available plans and documents for the project site. This document review familiarized Millennium's personnel with the design, construction, and layout of the buildings.

Sampling Procedures

Millennium conducted the LBP survey to assess for paint and other components that would require removal prior to demolition activities and to identify painted surfaces which may contain lead and, therefore, specific work practices during demolition activities. The sampling was not a comprehensive HUD-style survey and, as such, was not intended to be compliant with HUD sampling requirements. Millennium performed the LBP survey in general accordance with industry standards.

A preliminary walk-through of the subject property was completed to visually identify suspect surfaces. All of the impacted exterior painted surfaces observed during the site reconnaissance were in fair to good condition. Millennium collected representative paint chip samples of the brown paint on the exterior windows and door components to identify lead concentrations.

The scope of work areas were physically inspected and bulk samples of paint chips were collected. The bulk samples collected were placed in individual sealed containers and labeled with unique sample identification numbers. Representative samples of each sampling area were then submitted to the laboratory to be analyzed for asbestos content.

Chain-of-Custody Procedures

The paint chip samples were individually sealed in appropriate containers (e.g., re-sealable plastic bags, hard containers) to avoid cross-contamination. The handling procedures are necessary so that the sample integrity (e.g., sample layers) remains intact. All disposal of samples by the laboratory will be compliant with established Federal, state, and local regulations.

The laboratory will send copies of reports to the Millennium Project Manager for data validation and a copy to the Project Team Leader for the project files. These reports will include a copy of the Chain-of-Custody form. The laboratory will also retain a copy of all data reports and the original Chain-of-Custody form.

Analytical Procedures

Five (5) paint chip samples were collected and submitted under chain of custody procedures to EMSL Analytical. EMSL is accredited under the California A2HA Environmental Laboratory Accreditation Program. The samples were analyzed by Flame Atomic Absorption for total lead content (EPA Method 3050B/7000B).

IV. Discussion of Survey Findings and Recommendations

The sample locations and results are attached to this report. The location of each sample is provided in Appendix A; the analytical laboratory report is provided in Appendix B.

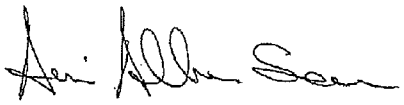
Based on the analytical results of the samples collected at this time, lead was not reported above analytical reporting limits in the paint anticipated to be impacted by the renovation.

If any changes occur in the scope of work, notify the Millennium immediately before further commencement of work.

This report may not be changed, modified or include additions without the express written permission from SVUSD.

If you have any questions regarding this report, contact the Millennium at (424) 293-8845.

Signatures below certify that the information contained herein has been proofread and is technically accurate.



Abbas Sam, CAC 09-4551
Certified Asbestos Consultant

V. Confidentiality and Limitations

Millennium conducted the limited LBP survey in June 2018 in general accordance with industry standards for lead sampling procedures in existence at the time of the project. The conclusions and recommendations presented in this report are based on the applicable standards of our profession at the time this report was prepared. Copies of this report are furnished to provide the factual data that were gathered and summarized in the report.

This report has been prepared for the exclusive use of SVUSD for specific application to the Lead engineering assessment performed on the property, specifically, the facility areas located at the project site. This report may not be copied (except by our client) without the written permission of Millennium Consulting Associates, Los Angeles, California. No other representation, expressed or implied, is made.

Appendix A

Analytical Results From Samples

OrderID: 331812516

EMSL ANALYTICAL, INC.
LABORATORY • PRODUCTS • TRAINING

Lead (Pb) Chain of Custody

EMSL Order ID *(Lab Use Only)*:

#331812516

EMSL ANALYTICAL, INC.
464 McCormick Street
San Leandro, CA 94577
PHONE: (510) 895-3675
FAX: (510) 895-3680

Company: Millennium Consulting Associates		EMSL-Bill to: ☒ Same ☐ Different If Bill to is Different note instructions in Comments** *Third Party Billing requires written authorization from third party*	
Street: 2173 Salk Avenue, Ste 250			
City: San Diego	State/Province: CA	Zip/Postal Code: 94621	Country:
Report To (Name):		Telephone #: 925-808-6700	
Email Address: jfeiner@mecaenviro.com & asam@mecaenviro.com		Fax #:	Purchase Order:
Project Name/Number: [redacted]		Please Provide Results: ☐ Fax ☒ Email	
U.S. State Samples Taken: SV USD Santa Susana ES		CT Samples: ☐ Commercial/Taxable ☐ Residential/Tax Exempt	

Turnaround Time (TAT) Options* - Please Check

☐ 3 Hour ☐ 6 Hour ☒ 24 Hour ☐ 48 Hour ☐ 72 Hour ☐ 96 Hour ☐ 1 Week ☐ 2 Week

**Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide*

Matrix	Method	Instrument	Reporting Limit	Check
Chips ☐ % by wt. ☒ mg/cm² ☐ ppm	SW846-7000B	Flame Atomic Absorption	0.01%	☐
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter	☐
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter	☐
	NIOSH 7300 modified	ICP-AES/ICP-MS	0.5 µg/filter	☐
Wipe* ASTM ☐ non ASTM ☐ *If no box is checked, non-ASTM Wipe is assumed	SW846-7000B	Flame Atomic Absorption	10 µg/wipe	☐
	SW846-6010B or C	ICP-AES	1.0 µg/wipe	☐
	SW846-7000B/7010	Graphite Furnace AA	0.075 µg/wipe	☐
TCLP	SW846-1311/7000B/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	SW846-1131/SW846-6010B or C	ICP-AES	0.1 mg/L (ppm)	☐
Soil	SW846-7000B	Flame Atomic Absorption	40 mg/kg (ppm)	☐
	SW846-7010	Graphite Furnace AA	0.3 mg/kg (ppm)	☐
	SW846-6010B or C	ICP-AES	2 mg/kg (ppm)	☐
Wastewater Unpreserved ☐ Preserved with HNO_3 pH < 2 ☐	SM3111B/SW846-7000B	Flame Atomic Absorption	0.4 mg/L (ppm)	☐
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	☐
	EPA 200.7	ICP-AES	0.020 mg/L (ppm)	☐
Drinking Water Unpreserved ☐ Preserved with HNO_3 pH < 2 ☐	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm)	☐
	EPA 200.8	ICP-MS	0.001 mg/L (ppm)	☐
TSP/SPM Filter	40 CFR Part 50	ICP-AES	12 µg/filter	☐
	40 CFR Part 50	Graphite Furnace AA	3.6 µg/filter	☐
Other:				☐

Name of Sampler: A. Sam Signature of Sampler:

Sample #	Location	Volume/Area	Date/Time Sampled
	Please see attached COC		

Client Sample #'s - 5 Total # of Samples: 5

Relinquished (Client): Date: 6/14/18 Time: 8am

Received (Lab): (db) Date: 6/15/18 Time: 9am

Comments:

Thank you

OrderID: 331812516

MILLENNIUM
CONSULTING ASSOCIATES
A MECA Consulting, Inc. Company

#331812516 Date: 6/14/10

LEAD BULK SAMPLING FORM

Site: SVUSD - Santa Susana HS

Lab: LA Testing PO #:

Job #:

Sample #	Sample Location	Material Description / Substrate	Type of Sample
1	Building #6 Ext Window	Brown Paint on window/ Metal	Bulk
2	" " "	" " "	"
3	Building #4 ext. window	" " "	"
4	" #8 " "	" " "	"
5	Portable Bldg - Room 25 ext Door	" " on Door/Frame/Mtl	"

Turnaround Time (circle one): <8 hrs/Same Day 24 hrs 48 hrs 72 hrs 5 days

Fax Results ASAP to Jenica Jensen **@ (925) 808-6708**

Notes: Thank You

Released by: A. Sam Date: 6/14/10 Time: 8am

Received by: Date: Time:

Millennium Consulting Associates
2173 Salk Avenue., Suite 250, Carlsbad, CA 92008 (7860) 579-6300 Fax (925)

LA Testing
5431 Industrial Drive, Huntington Beach, CA 92649
Phone/Fax: (714) 828-4999 / (714) 828-4944
http://www.LATesting.com gardengrovelab@latesting.com

LA Testing Order:	331812516
CustomerID:	MECA62
CustomerPO:	13699
ProjectID:	

Attn: **Abbas Sam**
Millennium Consulting Associates, Inc.
401 Roland Way
Suite 250
Oakland, CA 94621

Phone:	(925) 808-6700
Fax:	(925) 808-6708
Received:	06/15/18 8:00 AM
Collected:	6/14/2018

Project: **SVUSD Santa Susoma ES**

Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)*

Client SampleDescription	*Collected*	*Analyzed*	*RDL*	*Lead Concentration*
1	6/14/2018	6/15/2018	0.010 % wt	<0.010 % wt
331812516-0001	Site: Building #6 Ext window Desc: Brown point on window/ metal			
2	6/14/2018	6/15/2018	0.010 % wt	<0.010 % wt
331812516-0002	Site: Building #6 Ext window Desc: Brown point on window/ metal			
3	6/14/2018	6/15/2018	0.010 % wt	<0.010 % wt
331812516-0003	Site: Building #4 Ext window Desc: Brown point on window/ metal			
4	6/14/2018	6/15/2018	0.010 % wt	<0.010 % wt
331812516-0004	Site: Building #6 Ext window Desc: Brown point on window/ metal			
5	6/14/2018	6/15/2018	0.010 % wt	<0.010 % wt
331812516-0005	Site: Patable Building - Room 25 ext Desc: Brown point on door/frame/metal			

Michael Chapman

Michael Chapman, Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. 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. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by LA Testing Huntington Beach, CA AIHA-LAP, LLC–ELLAP Accredited #101650, CA ELAP 1406

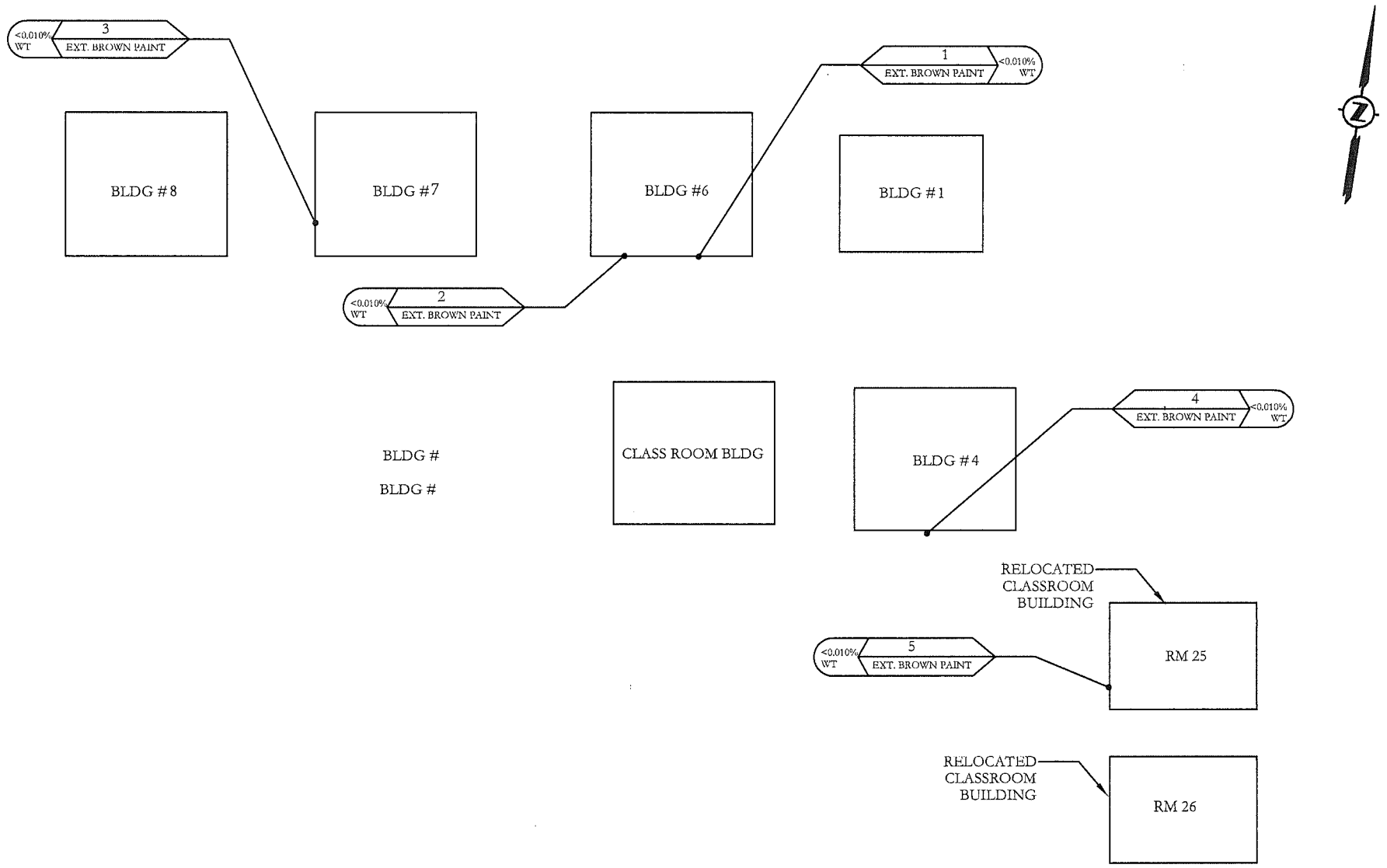
Initial report from 06/15/2018 14:09:16

Appendix B

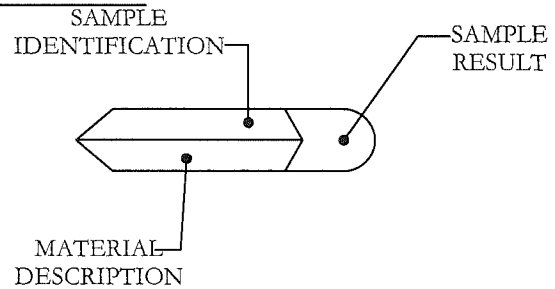
Site & Sample Location Plans



SIMI VALLEY UNIFIED SCHOOL DISTRICT	
MILLENNIUM CONSULTING ASSOCIATES OAKLAND, CA	
SCALE: N.T.S.	FOR: SANTA SUSANA ELEMENTARY SCHOOL 4300 APRICOT ROAD SIMI VALLEY, CA
DATE: 9/21/18	
DRWN: BG	TITLE: VICINITY MAP
CHECKED: AS	
APPROVED: AS	JOB NO. 190102.2001 — DWG. NO. FIGURE-1



LEGEND



SIMI VALLEY UNIFIED SCHOOL DISTRICT

MILLENNIUM CONSULTING ASSOCIATES
LOS ANGELES, CA

SCALE: N.T.S.	FOR: SANTA SUSANA ELEMENTARY SCHOOL, 4300 APRICOT ROAD, SIMI VALLEY, CA
DATE: 9/21/18	
DRWN: BG	TITLE: SAMPLE LOCATION PLAN
CHECKED: AS	
APPROVED: AS	JOB NO. 190102.2001 — DWG. NO. FIGURE-2

Tabbara Corporation
350 N. Lantana Street, Suite 224, Camarillo, CA 93010 Tel: 805-484-3388, Fax: 805-426-8119

3 Year AHERA Reinspection Report

District: Simi Valley Unified School District
School: Santa Susana Elementary School **Inspection Date:** 07/18/2019

During an inspection performed on July 18, 2019 TC noted that Santa Susana Elementary School contained the following asbestos containing building materials (ACBM):

Buildings: #1 (Office)

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
12"x12" Acoustical Ceiling Tile & Mastic	Work Room, Hallway, Nurse	Approximately 901 SF	Friable	Good	Assumed	
2'x4' Acoustical Ceiling Panel	Reception Desk, Principals Office, Assistant Principals	Approximately 430 SF	Friable	Good	Assumed	
12"x12" Acoustical Ceiling Tile & Mastic (Above 2'x4' ACP)	Reception Desk, Principals Office, Assistant Principals	Approximately 430 SF	Friable	Good	Assumed	
12"x12" Grey Resilient Floor Tile & Mastic	Throughout	Approximately 1,131 SF	Non-Friable	Good	Assumed	
12"x12" Blue Resilient Floor Tile & Mastic	Restrooms & Nurse	Approximately 300 SF	Non-Friable	Good	Assumed	
4" Grey Baseboard Mastic	Throughout	Approximately 160 LF	Non-Friable	Good	Assumed	
Mastic Associated With Carpet Mastic	Electric Room	Approximately 25 SF	Non-Friable	Good	Assumed	
4" Blue Baseboard Mastic	Nurse & Restrooms	Approximately 75 LF	Non-Friable	Good	Assumed	

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3 Year AHERA Reinspection Report

District: Simi Valley Unified School District
School: Santa Susana Elementary School

Inspection Date: 07/18/2019

Buildings: #2 MPR / Kitchen

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
12"x12" Fissured Acoustical Ceiling Tile & Mastic	MPR & Kitchen	Approximately 3,580 SF	Friable	Good	Assumed	
12"x12" Grey Resilient Floor Tile & Mastic	MPR & Kitchen	Approximately 3,600 SF	Non-Friable	Good	Assumed	
4" Blue Baseboard Mastic	MPR & Kitchen	Approximately 330 LF	Non-Friable	Good	Assumed	
Interior Plaster	Mechanical Room & Kitchen	Approximately 1,500 SF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Restrooms	Approximately 2,500 SF	Non-Friable / Friable	Good	Assumed	
Exterior Stucco	Exterior	Approximately 4,000 SF	Non-Friable	Good	Assumed	
6" Blue Baseboard Mastic	Kitchen Restroom	Approximately 20 LF	Non-Friable	Good	Assumed	

Buildings: #3 K1 & K2

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
12"x12" Acoustical Ceiling Tile & Mastic	Rooms K1, K2 & Work Room	Approximately 3,000 SF	Friable	Good	Assumed	
12"x12" Grey Resilient Floor Tile & Mastic	Rooms K1, K2 & Work Room	Approximately 1,040 SF	Non-Friable	Good	Assumed	

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3 Year AHERA Reinspection Report

District: Simi Valley Unified School District
School: Santa Susana Elementary School

Inspection Date: 07/18/2019

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
4" Grey Baseboard Mastic	Rooms K1, K2 & Work Room	Approximately 360 LF	Non-Friable	Good	Assumed	
Mastic Associated With Carpet Mastic	Rooms K1 & K2	Approximately 2,160 SF	Non-Friable	Good	Assumed	
Exterior Stucco	Exterior	Approximately 3,100 SF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Rooms K1 & K2	Approximately 3,300 SF	Non-Friable / Friable	Good	Assumed	
Transite Panel	Rooms K1 & K2	Approximately 400 SF	Non-Friable	Good	Assumed	
Plaster	Custodian & Storage Rooms	Approximately 750 SF	Non-Friable	Good	Assumed	
Window Putty	Rooms K1 & K2	Approximately 100 LF	Non-Friable	Good	Assumed	

Buildings: #4 Rooms 15, 16, 19, 20

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
12"x12" Acoustical Wall Tile & Mastic	Rooms 15, 16, 19, 20	Approximately 2,600 SF	Friable	Good	Assumed	
4" Grey Baseboard Mastic	Rooms 15, 16, 19, 20	Approximately 490 LF	Non-Friable	Good	Assumed	
Exterior Stucco	Exterior	Approximately 1,600 SF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Rooms 15, 16, 19, 20	Approximately 2,500 SF	Non-Friable / Friable	Good	Assumed	

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3 Year AHERA Reinspection Report

District: Simi Valley Unified School District
School: Santa Susana Elementary School

Inspection Date: 07/18/2019

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
Window Putty	Rooms 15, 16, 19, 20	Approximately 1,000 LF	Non-Friable	Good	Assumed	
12"x12" Grey Resilient Floor Tile & Mastic	Rooms 15, 16, 19, 20	Approximately 3,600 SF	Non-Friable	Good	Assumed	

Buildings: #5 Rooms 17, 18, 21, 22

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
12"x12" Acoustical Wall Tile & Mastic	Rooms 17, 18, 21 ,22	Approximately 2,600 SF	Friable	Good	Assumed	
4" Grey Baseboard Mastic	Rooms 17, 18, 21 ,22	Approximately 500 LF	Non-Friable	Good	Assumed	
Exterior Stucco	Exterior	Approximately 1,600 SF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Rooms 17, 18, 21 ,22	Approximately 2,500 SF	Non-Friable / Friable	Good	Assumed	
Window Putty	Rooms 17, 18, 21 ,22	Approximately 600 LF	Non-Friable	Good	Assumed	
12"x12" Grey Resilient Floor Tile & Mastic	Rooms 17, 18, 21 ,22	Approximately 3,600 SF	Non-Friable	Good	Assumed	

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3 Year AHERA Reinspection Report

District: Simi Valley Unified School District
School: Santa Susana Elementary School

Inspection Date: 07/18/2019

Buildings: #6 Rooms 3, 4, 9, 10

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
12"x12" Acoustical Wall Tile & Mastic	Rooms 3, 4, 9, 10	Approximately 2,600 SF	Friable	Good	Assumed	
4" Grey Baseboard Mastic	Rooms 3, 4, 9, 10	Approximately 500 LF	Non-Friable	Good	Assumed	
Exterior Stucco	Exterior	Approximately 1,600 SF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Rooms 3, 4, 9, 10	Approximately 2,500 SF	Non-Friable / Friable	Good	Assumed	
Window Putty	Rooms 3, 4, 9, 10	Approximately 1,000 LF	Non-Friable	Good	Assumed	
12"x12" Grey Resilient Floor Tile & Mastic	Rooms 3, 4, 9, 10	Approximately 3,600 SF	Non-Friable	Good	Assumed	

Buildings: #7 Rooms 5, 6, 11, 12

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
12"x12" Acoustical Wall Tile & Mastic	Rooms 5, 6, 11, 12	Approximately 1,000 SF	Friable	Good	Assumed	
4" Grey Baseboard Mastic	Rooms 5, 11, 12	Approximately 500 LF	Non-Friable	Good	Assumed	
Exterior Stucco	Exterior	Approximately 1,300 SF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Rooms 5, 6, 11, 12	Approximately 2,300 SF	Non-Friable / Friable	Good	Assumed	

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3 Year AHERA Reinspection Report

District: Simi Valley Unified School District
School: Santa Susana Elementary School

Inspection Date: 07/18/2019

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
Window Putty	Rooms 5, 6, 11, 12	Approximately 1,000 LF	Non-Friable	Good	Assumed	
12"x12" Grey Resilient Floor Tile & Mastic	Rooms 5, 6, 11, 12	Approximately 1,800 SF	Non-Friable	Good	Assumed	
12"x12" Blue Resilient Floor Tile & Mastic	Room 12	Approximately 200 SF	Non-Friable	Good	Assumed	
Mastic Associated With Carpet Mastic	Rooms 5 & 12	Approximately 1,600 SF	Non-Friable	Good	Assumed	

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3 Year AHERA Reinspection Report

District: Simi Valley Unified School District
School: Santa Susana Elementary School

Inspection Date: 07/18/2019

Buildings: #8 Rooms 7, 8, 13, 14

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
12"x12" Acoustical Ceiling & Wall Tile & Mastic	Rooms 7, 8, 13, 14	Approximately 6,000 SF	Friable	Good	Assumed	
4" Grey Baseboard Mastic	Rooms 7, 8, 13, 14	Approximately 472 LF	Non-Friable	Good	Assumed	
Exterior Stucco	Exterior	Approximately 1,300 SF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Rooms 7, 8, 13, 14	Approximately 2,360 SF	Non-Friable / Friable	Good	Assumed	
Window Putty	Rooms 7, 8, 13, 14	Approximately 1,020 LF	Non-Friable	Good	Assumed	
12"x12" Grey Resilient Floor Tile & Mastic	Rooms 7, 8, 13, 14	Approximately 3,500 SF	Non-Friable	Good	Assumed	

Buildings: #9 Boys & Girls Restrooms

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
Drywall & Joint Compound	Girls & Boys Restroom's	Approximately 1,500 SF	Non-Friable / Friable	Good	Assumed	

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3 Year AHERA Reinspection Report

District: Simi Valley Unified School District
School: Santa Susana Elementary School

Inspection Date: 07/18/2019

Buildings: #11 Portables (23-26)

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
2'x4' Acoustical Ceiling Panels	Room 23	Approximately 920 SF	Friable	Good	Assumed	
4" Blue Baseboard Mastic	Rooms 23, 25 & 26	Approximately 520 LF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Rooms 23, 25 & 26	Approximately 5,040 SF	Non-Friable / Friable	Good	Assumed	
Mastic Associated With Carpet Mastic	Rooms 23, 25 & 26	Approximately 3,680 SF	Non-Friable	Good	Assumed	

Buildings: #12 / #13 Portables (27-31)

Materials	Location(s)	Quantity	Friable/Non-Friable	Condition	Asbestos	Recommended Action
2'x4' Acoustical Ceiling Panels	Rooms 30 & 31	Approximately 1,840 SF	Friable	Good	Assumed	
4" Blue Baseboard Mastic	Rooms 27 & 29	Approximately 400 LF	Non-Friable	Good	Assumed	
Drywall & Joint Compound	Rooms 27-31	Approximately 5,040 SF	Non-Friable / Friable	Good	Assumed	
Mastic Associated With Carpet Mastic	Rooms 27-31	Approximately 3,680 SF	Non-Friable	Good	Assumed	
4" Brown Baseboard Mastic	Rooms 30 & 31	Approximately 240 LF	Non-Friable	Good	Assumed	

#25

CEI **Criterion Environmental Inc.**

Solutions for improving the indoor environment

Limited Asbestos & Lead Survey

Santa Susanna Elementary School
4300 Apricot Road
Simi Valley, CA 93063

Prepared For:
Mr. Gary Nottingham
Simi Valley Unified School District
875 E. Cochran Street
Simi Valley, CA 93063

April 3, 2006

CEI Project #: *SVU-A06.69-MeasureC4Bond*

1673 Donlon Street
Suite 204
Ventura, CA 93003

Tel: 805.644.8347
Fax: 805.644.5347
www.criterionenv.com

Bond RM Copy

CEI Criterion Environmental Inc.
Solutions for improving the indoor environment

March 31, 2006

Mr. Gary Nottingham
Simi Valley Unified School District
875 East Cochran Street
Simi Valley, CA 93065

Subject: **Limited Asbestos & Lead Survey**
Santa Susana Elementary School
4300 Apricot Road
Simi Valley, CA 93063
CEI Project# SVU-A06.69-MeasureC4Bond

Dear Mr. Nottingham:

Per your request, Criterion Environmental, Inc. (CEI) performed a limited asbestos and lead survey at the above-referenced property on February 22, 2006. The asbestos investigation was performed by Matt Thrift, a DOSH Certified Site Surveillance Technician (#97-2301), under the direction of Alan Forbess, a DOSH Certified Asbestos Consultant (#94-1549). The lead inspection was conducted by Tim Ryan, a DHS Certified Lead Inspector/Assessor (#14697). This report documents the findings of our survey, which was limited to areas of proposed renovations related to the Measure C4 Bond modernization upgrade.

1.0 Background

The subject site is an occupied elementary school. Our survey was limited to areas of proposed renovation as part of the Measure C4 Bond modernization upgrade. To our knowledge, anticipated work will include renovations to walls, ceilings and surfaces in limited areas, including: widening of door ways, new flooring, demolition of specific walls and ceilings and removal and replacement of bathroom fixtures.

2.0 Scope of Work

Per the terms of the Service Agreement, the survey was conducted to document the presence of asbestos containing materials (ACM) at the subject site and identify lead-based paint and lead containing components. The assessment included the following components:

Asbestos Scope of Work

- A visual inspection of interior and exterior building components to identify suspect ACMs. This survey was limited to areas where disturbance is anticipated.
- The collection of bulk samples for laboratory analysis to document the presence of asbestos in suspect materials.
- Evaluation of collected data and preparation of this written report which summarizes our findings and provides recommendations as necessary.

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Ventura, CA 93003

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Fax: 805.644.5347
www.criterionenv.com

Lead Scope of Work

- Conduct a visual inspection to identify materials suspected of containing lead or being coated with lead based paint and determine the condition of the suspect material.

- Perform testing using an X-Ray Fluorescence (XRF) paint analyzer in the field to screen materials for lead content. Various building components planned for disturbance or renovation were tested during the survey.

- Evaluation of collected field data and preparation of this written report including descriptions of survey methods, survey results, locations of lead based paint with conclusions and recommendations.

3.0 Asbestos Survey

Visual Observations

Unit A – Administrative Building

The building is wood framed construction with a stucco exterior. Interior walls are wood and with acoustical tiles attached to the ceiling. Flooring is carpet and vinyl floor tiles. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Unit B – Multi-Purpose Building

The building is wood framed construction with a stucco exterior. Interior walls and ceilings are plaster with acoustical tiles attached to the ceilings. Flooring is vinyl floor tiles throughout. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Unit C - Kindergarten Building

The building is wood framed construction with a stucco exterior. Interior walls are wood with plaster and drywall in restrooms. Acoustical tiles are attached to the walls/ceiling. Flooring is vinyl floor tiles with limited ceramic tiles in the restrooms. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Unit D - Classroom Building

The building is wood framed construction with a stucco exterior. Interior walls and ceilings are wood and drywall. Flooring is carpet over vinyl floor tiles with exposed floor tiles in the entry and kitchen areas. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Floors

Unit E - Classroom Building

The building is wood framed construction with a stucco exterior. Interior walls and ceilings are wood and drywall. Flooring is carpet over vinyl floor tiles with exposed floor tiles in the entry and sink areas. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Unit F - Classroom Building

The building is wood framed construction with a stucco exterior. Interior walls and ceilings are wood and drywall. Flooring is carpet over vinyl floor tiles with exposed floor tiles in the entry and sink areas. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Unit J - Toilets

The building is wood framed construction. Interior walls and ceilings are plaster. Flooring is concrete throughout. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Unit K - Toilets

The building is wood framed construction. Interior walls and ceilings are plaster. Flooring is concrete throughout. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring
- Exterior Wall(s)

Unit G - Classroom Building

The building is wood framed construction with a stucco exterior. Interior walls and ceilings are wood with acoustical wall/ceiling tiles attached to the walls. Flooring is carpet over vinyl floor tiles with exposed floor tiles in the entry and sink areas. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Unit H - Classroom Building

The building is wood framed construction with a stucco exterior. Interior walls and ceilings are wood with acoustical wall/ceiling tiles attached to the walls. Flooring is carpet over vinyl floor tiles with exposed floor tiles in the entry and kitchen areas. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Unit L - Toilets

The building is wood framed construction. Interior walls and ceilings are plaster. Flooring is concrete throughout. After a visual inspection for suspect ACMs in the areas scheduled for renovation was completed, the following suspect materials were noted:

- Walls
- Flooring

Bulk/Surface Sampling

On February 22, 2006 CEI collected 84 bulk samples from suspect materials for asbestos analysis by Polarized Light Microscopy (PLM). This section outlines the survey methods and results for bulk sampling. The results of the bulk sampling are included in Attachment 1. The site plans and Asbestos abatement specifications report are located in Attachment 3.

Asbestos Sample Collection

Once the inspector has identified a suspect material, an optimal area was selected to collect a bulk sample. Upon collecting the bulk sample, CEI's inspector seals the sample container and plots the sample location on a floor plan. Each sample is documented by labeling the container, entering the sample data on a bulk log, noting the location of each sample on a floor plan, and storing the sample. Throughout the process, special care is taken to prevent cross-contamination of the collected samples. Sampling equipment is cleaned prior to taking each sample and sample bags are placed directly beneath each sample location to collect any material that may become dislodged.

Once the sample containers have been collected and logged, chain-of-custody forms are completed and the samples are transferred to an asbestos certified lab for analysis. Bulk sample analysis is completed by a qualified laboratory in compliance with all current EPA, State and NIOSH regulations.

Laboratory Analytical Methodology

The samples were forwarded to Environmental Hazards Services, L.L.C., a laboratory accredited by the National Voluntary Laboratory Accreditation Program (NVLAP). Polarized light microscopy (PLM) methods were used to determine asbestos fiber concentrations in bulk building material samples. PLM is applicable for the analysis of building survey submissions and other bulk materials.

Bulk Sampling Results

The table below indicates the Asbestos findings from the assessment conducted by CEI. Please refer to Attachment 1 for complete laboratory results, chain of custodies and field notes.

Table 1: Asbestos Sample Results

Sample ID	Sample Type	Sample Location	% Asbestos in Material ND= none detected	Comments
1	12 x 12" Blue Floor Tile w/ Mastic	Unit B – Multipurpose	NAD	
2	12 x 12" Blue Floor Tile w/ Mastic	Unit B – Multipurpose	NAD	
3	12 x 12" Blue Floor Tile w/ Mastic	Unit B – Kitchen	NAD	
4	Plaster Walls/Ceilings	Unit B – Chair Storage	NAD	
5	Plaster Walls/Ceilings	Unit B – R/R	NAD	
6	Plaster Walls/Ceilings	Unit B – R/R	NAD	
7	12 x 12" Blue Floor Tile w/ Mastic	Unit H – Room 15	NAD	
8	12 x 12" Blue Floor Tile w/ Mastic	Unit H – Room 19	NAD	
9	12 x 12" Blue Floor Tile w/ Mastic	Unit H – Room 16	NAD	
10	Partition Wallboard Material	Unit H – Room 15	NAD	
11	Partition Wallboard Material	Unit H – Room 15	NAD	
12	Partition Wallboard Material	Unit H – Room 20	NAD	
13	9"x9" Beige Floor Tile with Mastic	Unit H – Room 15	Tile = 2% Chrysotile Mastic = 3% Chrysotile	Non-Friable, Class II Good Condition
14	9"x9" Beige Floor Tile with Mastic	Unit H – Room 16	Tile = 2% Chrysotile Mastic = 4% Chrysotile	Non-Friable, Class II Good Condition

Sample ID	Sample Type	Sample Location	% Asbestos in Material ND= none detected	Comments
15	9"x9" Beige Floor Tile with Mastic	Unit H – Room 19	Tile = 2% Chrysotile Mastic = 4% Chrysotile	Non-Friable, Class II Good Condition
16	12 x 12" Blue Floor Tile w/ Mastic	Unit G – Room 18	NAD	
17	12 x 12" Blue Floor Tile w/ Mastic	Unit G – Room 22	NAD	
18	12 x 12" Blue Floor Tile w/ Mastic	Unit G – Room 17	NAD	
19	9"x9" Beige Floor Tile with Mastic	Unit G – Room 17	Tile = 2% Chrysotile Mastic = 3% Chrysotile	Non-Friable, Class II Good Condition
20	9"x9" Beige Floor Tile with Mastic	Unit G – Room 18	Tile = 2% Chrysotile Mastic = 2% Chrysotile	Non-Friable, Class II Good Condition
21	9"x9" Beige Floor Tile with Mastic	Unit G – Room 21	Tile = 2% Chrysotile Mastic = 2% Chrysotile	Non-Friable, Class II Good Condition
22	Partition Wallboard Material	Unit G – Room 18	NAD	
23	Partition Wallboard Material	Unit G – Room 22	NAD	
24	Partition Wallboard Material	Unit G – Room 21	NAD	
25	Plaster Walls/Ceilings	Unit L – Girl's R/R	NAD	
26	Plaster Walls/Ceilings	Unit L – Girl's R/R	NAD	
27	Plaster Walls/Ceilings	Unit L – Boy's R/R	NAD	
28	12 x 12" Beige Floor Tile w/ Mastic	Unit F – Room 4	Tile = NAD Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
29	12 x 12" Beige Floor Tile w/ Mastic	Unit F – Room 4	Tile = NAD Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
30	12 x 12" Beige Floor Tile w/ Mastic	Unit F – Room 4	Tile = NAD Mastic = 4% Chrysotile	Non-Friable, Class II Good Condition
31	12 x 12" White/Blue Floor Tile w/ Mastic	Unit F – Room 10	Tile = NAD Mastic (Total) = Trace (<1%) Black Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
32	12 x 12" White/Blue Floor Tile w/ Mastic	Unit F – Room 10	Tile = NAD Mastic (Total) = Trace (<1%) Black Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
33	12 x 12" White/Blue Floor Tile w/ Mastic	Unit F – Room 9	Tile = NAD Mastic (Total) = Trace (<1%) Black Mastic = 4% Chrysotile	Non-Friable, Class II Good Condition

Sample ID	Sample Type	Sample Location	% Asbestos in Material ND= none detected	Comments
34	9"x9" Beige Floor Tile with Mastic	Unit F – Room 4	Tile = 4% Chrysotile Mastic = 3% Chrysotile	Non-Friable, Class II Good Condition
35	9"x9" Beige Floor Tile with Mastic	Unit F – Room 3	Tile = 4% Chrysotile Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
36	9"x9" Beige Floor Tile with Mastic	Unit F – Room 9	Tile = 4% Chrysotile Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
37	12 x 12" White/Blue Floor Tile w/ Mastic	Unit E – Room 5	NAD	
38	12 x 12" White/Blue Floor Tile w/ Mastic	Unit E – Room 12	NAD	
39	12 x 12" White/Blue Floor Tile w/ Mastic	Unit E – Room 11	NAD	
40	9"x9" Beige Floor Tile with Mastic	Unit E – Room 5	Tile = 3% Chrysotile Mastic = 4% Chrysotile	Non-Friable, Class II Good Condition
41	9"x9" Beige Floor Tile with Mastic	Unit E – Room 6	Tile = 3% Chrysotile Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
42	9"x9" Beige Floor Tile with Mastic	Unit E – Room 11	Tile = 3% Chrysotile Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
43	9"x9" Beige Floor Tile with Mastic	Unit D – Room 7	Tile = 3% Chrysotile Mastic = 6% Chrysotile	Non-Friable, Class II Good Condition
44	9"x9" Beige Floor Tile with Mastic	Unit D – Room 8	Tile = 3% Chrysotile Mastic = 7% Chrysotile	Non-Friable, Class II Good Condition
45	9"x9" Beige Floor Tile with Mastic	Unit D – Room 14	Tile = 3% Chrysotile Mastic = 6% Chrysotile	Non-Friable, Class II Good Condition
46	12 x 12" Blue Floor Tile w/ Mastic	Unit D – Room 13	NAD	
47	12 x 12" Blue Floor Tile w/ Mastic	Unit D – Room 13	NAD	
48	12 x 12" Blue Floor Tile w/ Mastic	Unit D – Room 7	NAD	
49	Drywall	Unit D – Room 13	Trace (<1%) Total (Joint Compound = 2% Chrysotile)	Non-Friable, Class I Good Condition
50	Drywall	Unit D – Room 13	Trace (<1%) Total (Joint Compound = 2% Chrysotile)	Non-Friable, Class I Good Condition
51	Drywall	Unit D – Room 7	Trace (<1%) Total (Joint Compound = 2% Chrysotile)	Non-Friable, Class I Good Condition

Sample ID	Sample Type	Sample Location	% Asbestos in Material ND= none detected	Comments
52	Plaster Walls/Ceilings	Unit K – Boy's R/R	NAD	
53	Plaster Walls/Ceilings	Unit K – Boy's R/R	NAD	
54	Plaster Walls/Ceilings	Unit K – Girl's R/R	NAD	
55	Plaster Walls/Ceilings	Unit J – Boy's R/R	NAD	
56	Plaster Walls/Ceilings	Unit J – Boy's R/R	NAD	
57	Plaster Walls/Ceilings	Unit J – Girl's R/R	NAD	
58	12 x 12" Beige Floor Tile w/ Mastic	Unit A – Nurse	Tile = 2% Chrysotile Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
59	12 x 12" Beige Floor Tile w/ Mastic	Unit A – Nurse	Tile = 2% Chrysotile Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
60	12 x 12" Beige Floor Tile w/ Mastic	Unit A – Nurse	Tile = 2% Chrysotile Mastic = 5% Chrysotile	Non-Friable, Class II Good Condition
61	12 x 12" Blue Floor Tile w/ Mastic	Unit A – Work Room	NAD	
62	12 x 12" Blue Floor Tile w/ Mastic	Unit A – Work Room	NAD	
63	12 x 12" Blue Floor Tile w/ Mastic	Unit A – Work Room	NAD	
64	9"x9" Beige Floor Tile with Mastic	Unit A – Staff Room	Tile = 4% Chrysotile Mastic = 3% Chrysotile	Non-Friable, Class II Good Condition
65	9"x9" Beige Floor Tile with Mastic	Unit A – Staff Room	Tile = 4% Chrysotile Mastic = 3% Chrysotile	Non-Friable, Class II Good Condition
66	9"x9" Beige Floor Tile with Mastic	Unit A – Staff Room	Tile = 4% Chrysotile Mastic (Total) = Trace (<1%) Black Mastic= 7% Chrysotile	Non-Friable, Class II Good Condition
67	12 x 12" Ceiling Tile	Unit A - Storage	NAD	
68	12 x 12" Ceiling Tile	Unit A - Storage	NAD	
69	12 x 12" Ceiling Tile	Unit A - Storage	NAD	
70	Barrier Paper (Above Ceiling Tile)	Unit A - Storage	NAD	
71	Barrier Paper (Above Ceiling Tile)	Unit A - Storage	NAD	
72	Barrier Paper (Above Ceiling Tile)	Unit A - Storage	NAD	

Sample ID	Sample Type	Sample Location	% Asbestos in Material ND= none detected	Comments*
73	Plaster Walls/Ceilings	Unit C – Custodian	NAD	
74	Plaster Walls/Ceilings	Unit C – R/R	NAD	
75	Plaster Walls/Ceilings	Unit C – Staff Toilet	NAD	
76	Drywall	Unit C – Corridor Rm. 1	NAD	
77	Drywall	Unit C – Work Room	NAD	
78	Drywall	Unit C – Corridor Rm. 2	Joint Compound = 2% Chrysotile	Non-Friable, Class I Good Condition
79	12 x 12" Blue Floor Tile w/ Mastic	Unit C – Room 1	NAD	
80	12 x 12" Blue Floor Tile w/ Mastic	Unit C – Room 1	NAD	
81	12 x 12" Blue Floor Tile w/ Mastic	Unit C – Room 2	NAD	
82	9"x9" Beige Floor Tile with Mastic	Unit C – Work Room	Tile = 2% Chrysotile Mastic = 6% Chrysotile	Non-Friable, Class II Good Condition
83	9"x9" Beige Floor Tile with Mastic	Unit C – Work Room	NAD	
84	9"x9" Beige Floor Tile with Mastic	Unit C – Work Room	Tile = 2% Chrysotile Mastic = 7% Chrysotile	Non-Friable, Class II Good Condition

Samples analyzed by Polarized Light Microscopy (PLM)
***Trace concentrations further analyzed by Point Count Method to quantify amounts, except where noted.**

Asbestos Classifications: Class 1 is defined as friable materials including TSI and surfacing ACM and presumed ACM. Class 2 is defined as ACM which is not TSI or surfacing material. This includes, but not limited to wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics. Friable is a material which when dry, may crumble, pulverize or be reduced to powder by hand pressure, adding to its ability to become airborne.

4.0 Lead Survey

Visual Observations

To our knowledge, the building materials planned for disturbance included bathroom fixtures, walls, wood doors, metal & wood door jambs, some windows, ceramic tile and exterior stucco. All building materials presumed to contain lead were intact and in good condition. No peeling paint or other concerns were noted.

Method of Testing

CEI utilized a Niton X-Ray Fluorescence (XRF) XLp 300A (serial #6819) paint analyzer to detect lead concentrations in various building components at the subject site. The instrument is calibrated to the manufacturer's specifications and is also calibrated in the field using a National Institute of Standards and Testing (NIST) standard. All samples were collected in accordance with HUD Guidelines. The results of the testing were downloaded from the analyzer to tables and can be found in Attachment 2. The site plans and Lead abatement specification report are located in Attachment 4.

Sampling Results

The positive lead samples (concentrations at or greater than 1.0 mg/cm^2) found at the subject site were identified as follows:

Unit A – Administrative Building

- Exterior - Door Frames and Window Frames
- Interior - Door Frames

Unit B – Multi-Purpose Building

- Interior – Staff Kitchen Restroom, White Ceramic Tile base cove
- West-Side Exterior Restrooms – White Ceramic Tile base cove

Unit C – Kindergarten Building

- Exterior – Blue Entry Doors

Unit D – Classroom Building

- Exterior – Blue Entry Doors - North and South Side

Unit E – Classroom Building

- Interior – Window Frames, Wood and Metal & Door Frames

Unit F – Classroom Building

- Exterior – Door Frames and Window Frames, Wood & Metal
- Interior – Entry Door Frames

Unit G – Classroom Building

- Exterior – Blue Entry Doors
- Interior – Entry Door Frames

Unit H – Classroom Building

- Exterior – Entry Door and Window Frames, Wood and Metal
- Interior – Entry Door Frames

Unit J – Restroom Bldg.

- Interior - Boy's and Girl's Restrooms – Ceramic Wall Tile & White Porcelain Sinks

Unit K – Restroom Bldg.

- Interior - Boy's and Girl's Restrooms – Ceramic Wall Tile & White Porcelain Sinks

Unit L – Restroom Bldg.

- Interior - Boy's and Girl's Restrooms – Ceramic Wall Tile, Door and Window Frames & White Porcelain Sinks

5.0 Conclusions and Recommendations

Asbestos: Summary of PLM Bulk Sample Results

1. **9" x 9" Vinyl floor tiles and Mastic**

The bulk samples indicated asbestos in concentrations at or above 1%, which meet the regulatory definition of Asbestos Containing Material (ACM). 9" x 9" ACM vinyl floor tiles and mastic were found in the following locations:

- Unit H – Classroom Building (Throughout rooms underneath carpet)
- Unit G – Classroom Building (Throughout rooms underneath carpet)
- Unit F – Classroom Building (Throughout rooms underneath carpet and in various entry ways; *black mastic throughout building*)
- Unit E – Classroom Building (Throughout rooms underneath carpet and in various entry ways)
- Unit D – Classroom Building (Throughout rooms underneath carpet and in various entry ways)
- Unit A – Administrative Building (Throughout various rooms underneath carpet, including the staff room)
- Unit C – Kindergarten Building (Throughout rooms underneath carpet and work room)

2. **12" x 12" Vinyl floor tiles and Mastic**

The bulk samples indicated asbestos in concentrations at or above 1%, which meet the regulatory definition of Asbestos Containing Material (ACM). 12" x 12" ACM vinyl floor tiles and mastic was found in the following location:

- Unit A – Administrative Building (Nurse's room)

3. **Drywall and Joint Compound**

The bulk samples indicated asbestos in concentrations at or above 1%, which meet the regulatory definition of Asbestos Containing Material (ACM). *ACM Joint Compound only.* Drywall and ACM Joint Compound was found in the following locations:

- Unit C – Kindergarten Building (Throughout interior walls)
- Unit D – Classroom Building (Throughout interior walls)

4. **Plaster Wall and Ceiling Material**

The bulk samples indicated No Asbestos Detected (NAD) from the plaster walls and ceilings sampled during our survey

Note: This was a non-intrusive survey and did not include inaccessible areas (behind walls, under floors, above hard ceilings, etc.). There is always potential that suspect asbestos containing materials (ACM) may be discovered during demolition or renovation work which exposes previously inaccessible areas. If suspect ACM is encountered during demolition or renovation work, work should be halted until testing by

a Certified Asbestos Consultant or Site Surveillance Technician is conducted to confirm or deny the presence of asbestos.

Asbestos Recommendations: The following recommendations are provided for your consideration prior to demolition and renovation of the structures in question:

- All *ACM* 9" x 9" & 12" x 12" flooring and mastic & *ACM* Drywall joint compound should be disturbed or removed only by properly trained, licensed abatement contractors using appropriate controls to prevent fiber emissions during the removal process. This may include the use of wet methods (water mist), HEPA filtration, negative air containment and similar engineering controls to keep dust and fibers from being dispersed.
- Workers performing removal or disturbance should be properly protected to prevent exposure, including the use of respiratory protection with HEPA filtration.
- Asbestos containing waste materials should be properly contained and transported for off site disposal at a properly permitted facility.
- The local enforcement agency for asbestos removal projects is the Ventura County Air Pollution Control District (APCD). They require notification and permitting for removal of friable, asbestos containing materials only. They do not require notification for removal of non-friable materials. They will likely require that the survey be submitted for their review. The local Building Department may also require notification and survey information prior to issuing a demolition permit. We recommend that you contact the APCD and local Building Department directly for further information regarding permitting and regulatory requirements.
- The contractor conducting abatement work is responsible for complying with local, state and federal standards for worker protection and NESHAPS regulations regarding asbestos fiber emissions. Proper removal techniques must be followed to prevent the dissemination of asbestos fibers. Notification and permitting is typically the responsibility of the abatement contractor and/or property owner. If you would like assistance regarding these matters or would like the names of qualified contractors in your area, please feel free to contact CEI at 805.644.8347.
- An abatement specification for asbestos removal can be provided upon request.

Lead: Summary of PLM Bulk Sample Results

Lead-based paint or lead-containing materials at concentrations above 1.0 mg/cm^2 were identified in the area of proposed renovations as noted below:

- Ceramic Tile Base Cove located in the restrooms of the Multi Purpose Room.
- Ceramic Wall Tile and Sinks located in J, K and L Restroom Buildings.
- Painted Exterior Door Frames in Building A, F, H and L.
- Painted Entry Doors on Building C, D, G and H.
- Painted Interior Door Frames on Building A, E, F, G, H and L.
- Painted Window Frames on Building A, E, F, H, and L.

Lead Recommendations:
Any major disturbance (i.e. sanding, drilling, breaking, scraping or pulverizing) of the window frames, door frames, doors or other components that contain lead-based paint, especially impact and friction surfaces, should be abated by properly trained lead personnel using dust reduction methods and/or containment, as necessary. All work shall conform with applicable local state and federal regulations for abatement of lead-in-construction for public and residential buildings, which includes by is not limited to the following:

- Title 17, California Code of Regulations (CCR), Division 1, Chapter 8, Accreditation, Certification and Work Practices for lead-Based Paint and Lead hazards.
- Title 8, CCR, Section 1532.1 CalOSHA-Lead in Construction Standard.
- Title 29, CFR, Section 1929.62 (FedOSHA)
- EPA TSCA Section 403
- HUD Guidelines for Evaluation and Control of Lead-Based Paint Hazards in Housing (Title X)

On-site monitoring and clearance testing is recommended for any work in areas where disturbances may generate a lead dust emission or other lead hazard. An abatement specification for lead work can be provided upon request.

Porcelain fixtures (sinks, toilets, etc.) and Ceramic Tile may be removed in an intact condition by normal contracting personnel. If the tile or fixtures cannot be removed without significant damage (i.e., breaking, pulverizing, cutting, etc.), then appropriate controls should be employed to ensure that a lead hazard is not created. This work would require at minimum, the use of a plastic drop sheet, personal protection (respirator, gloves, protective suit, etc.) for workers, HEPA vacuuming and wet methods to prevent lead dust emissions and to clean up the work area after removal.

For purposes of this survey, any material containing any detectable level of lead is subject to OSHA's Lead Exposure in Construction Rule (29 CFR Part 1926). Cal/OSHA's Construction Lead Standard states that employers can assume that disturbance of coatings or materials shown to contain concentrations of lead totaling less than 600 ppm (0.06%) will not result in exposures above the Action Level (30 ug/m^3 lead in air). We recommend that all activities that could disturb lead-containing materials be performed by properly trained personnel and employ dust reduction methods or containment, as necessary. All flaking and peeling lead containing materials should be abated prior to demolition or major disturbance. All work should be performed in accordance with all local, State, and Federal regulations.

Limitations Statement

This survey was conducted in conformance with generally accepted current standards for identifying and evaluating lead-based paints on building materials. Criterion Environmental, Inc. uses only qualified personnel to perform building surveys. A reasonable effort was made to survey accessible suspect building materials, however additional suspect materials may be located between walls, in voids, or in other inaccessible areas. Criterion Environmental, Inc. cannot warrant that the subject site does not contain LBP in locations other than those identified in this report.

The data compiled and evaluated as part of this assessment was limited and may not represent all conditions at the subject site. Asbestos and ACM was widely used until the late 1970's in thousands of building materials (i.e. joint compound, wallboard, thermal system insulation (TSI), acoustical ceiling, roofing material, etc.), making it difficult to locate all areas of ACM usage. This assessment reflects the data collected from the specific locations tested to identify Asbestos Containing Materials (ACM) in those locations and may not be all encompassing. There is always potential for asbestos containing materials to be missed due to problems with accessibility, and the broad variety of uses. The conclusions and recommendations presented by CEI within this report are based on the current regulations and professional experience.

The data collected during this assessment and any resulting recommendations shall be used only by the client for the site described in this report. Any use or reliance of this report, including any of its information or recommendations by a third party without the explicit authorization of Criterion Environmental Inc. or the client shall be strictly at the risk of the third party.

It should not be misconstrued that this assessment has identified any or all environmental conditions at the subject site. CEI makes no representations regarding the accuracy of the enclosed data and will not be held responsible for any incidental or consequential loss or punitive damages including but not limited to, loss of profits or revenues, loss of use of a facility or land, delay in construction or action of regulatory agencies.

If you have any questions or concerns regarding the information provided, please do not hesitate to call us at 805.644.8347.

Respectfully submitted,
Criterion Environmental, Inc.

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4 Lead Site Plans & Lead Abatement Work Spec. Report

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Attachment 1

Asbestos Laboratory Results
Chain of Custodies and Field Survey Notes

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.
7469 WHITE PINE ROAD - RICHMOND, VA 23237
804-275-4788 FAX 804-275-4907

BULK ASBESTOS SAMPLE ANALYSIS SUMMARY

CLIENT: Criterion Environmental
1673 Donlon St., #204
Ventura, CA 93003

DATE OF RECEIPT: 24 FEB 2006
DATE OF ANALYSIS: 28 FEB 2006
DATE OF REPORT: 28 FEB 2006

CLIENT NUMBER: 5-5861 . 8
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
01A	1 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
01B	1 (b)-Mastic/ Yellow Adhes.	NAD	3% Cellulose 4% Fibrous Glass 93% Non-Fibrous
02A	2 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
02B	2 (b)-Mastic/ Yellow Adhes.	NAD	8% Cellulose 3% Fibrous Glass 94% Non-Fibrous
03A	3 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
03B	3 (b)-Mastic/ Yellow Adhes.	NAD	4% Cellulose 2% Fibrous Glass 94% Non-Fibrous
04	4/ Off-White Cementitious; Yellow Brittle	NAD	1% Cellulose 99% Non-Fibrous
05	5/ Off-White Cementitious; Coarse Powder; Pale pink/Beige Brittle	NAD	2% Cellulose 98% Non-Fibrous
06	6/ Off-White Cementitious; Coarse Powder; Pale Pink/Beige Brittle	NAD	2% Cellulose 98% Non-Fibrous
07A	7 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
07B	7 (b)-Mastic/ Yellow Adhes.	NAD	5% Cellulose 1% Fibrous Glass 94% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
08A	8 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
08B	8 (b)-Mastic/ Yellow Adhes.	NAD	5% Cellulose 2% Fibrous Glass 93% Non-Fibrous
09A	9 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
09B	9 (b)-Mastic/ Yellow Adhes.	NAD	4% Cellulose 2% Fibrous Glass 94% Non-Fibrous
10	10/ Tan Fib.; White Brittle	NAD	92% Cellulose 8% Non-Fibrous
11	11/ Tan Fib.; White Brittle	NAD	92% Cellulose 8% Non-Fibrous
12	12/ Tan Fib.	NAD	97% Cellulose 3% Non-Fibrous
13A	13 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	2% Cellulose 96% Non-Fibrous
13B	13 (b)-Mastic/ Black/Yellow Adhes.	3% Chrysotile ★ 3% Total Asbestos ★Present in black mastic.	4% Cellulose 3% Synthetic 90% Non-Fibrous
14A	14 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	2% Cellulose 96% Non-Fibrous
14B	14 (b)-Mastic/ Black/Yellow Adhes.	4% Chrysotile ★ 4% Total Asbestos ★Present in black mastic.	4% Cellulose 2% Synthetic 90% Non-Fibrous
15A	15 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	2% Cellulose 96% Non-Fibrous
15B	15 (b)-Mastic/ Black/Yellow Adhes.	4% Chrysotile ★ 4% Total Asbestos ★Present in black mastic.	4% Cellulose 2% Synthetic 90% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
16A	16 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
16B	16 (b)-Mastic/ Yellow Adhes.	NAD	3% Cellulose 1% Fibrous Glass 96% Non-Fibrous
17A	17 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
17B	17 (b)-Mastic/ Yellow Adhes.	NAD	4% Cellulose 1% Fibrous Glass 95% Non-Fibrous
18A	18 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
18B	18 (b)-Mastic/ Yellow Adhes.	NAD	4% Cellulose 1% Fibrous Glass 95% Non-Fibrous
19A	19 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	2% Cellulose 96% Non-Fibrous
19B	19 (b)-Mastic/ Dark Yellow/Black Adhes.	3% Chrysotile ★ 3% Total Asbestos ★Present in black mastic.	3% Cellulose 2% Synthetic 92% Non-Fibrous
20A	20 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	2% Cellulose 96% Non-Fibrous
20B	20 (b)-Mastic/ Dark Yellow/Black Adhes.	2% Chrysotile ★ 2% Total Asbestos ★Present in black mastic.	4% Cellulose 2% Synthetic 92% Non-Fibrous
21A	21 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	2% Cellulose 96% Non-Fibrous
21B	21 (b)-Mastic/ Dark Yellow/Black Adhes.	2% Chrysotile ★ 2% Total Asbestos ★Present in black mastic.	4% Cellulose 3% Synthetic 91% Non-Fibrous
22	22/ Tan Fib.; White Brittle	NAD	70% Cellulose 30% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-04-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
23	23/ Tan Fib.; White Brittle	NAD	85% Cellulose 15% Non-Fibrous
24	24/ Tan Fib.; White Brittle	NAD	85% Cellulose 15% Non-Fibrous
25	25/ Off-White Cementitious; Coarse Powder; White/Beige/Pale Gray Brittle	NAD	2% Cellulose 98% Non-Fibrous
26	26/ Off-White Cementitious; Coarse Powder; White/Beige/Pale Gray Brittle	NAD	2% Cellulose 98% Non-Fibrous
27	27/ Pale Gray Cementitious; White/Beige/ Pale Gray Brittle	NAD	2% Cellulose 1% Hair 97% Non-Fibrous
28A	28 (a)-Tile/ Beige Gran.	NAD	100% Non-Fibrous
28B	28 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	8% Cellulose 92% Non-Fibrous
29A	29 (a)-Tile/ Beige Gran.	NAD	1% Cellulose 99% Non-Fibrous
29B	29 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	8% Cellulose 92% Non-Fibrous
30A	30 (a)-Tile/ Beige Gran.	NAD	100% Non-Fibrous
30B	30 (b)-Mastic/ Black Adhes.	4% Chrysotile 4% Total Asbestos	4% Cellulose 92% Non-Fibrous
31A	31 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
31B	31 (b)-Mastic/ Pale Yellow/Black Adhes.	Trace, <1% Chrysotile ★ <1% Total Asbestos ★5% chrysotile present in black mastic material.	5% Cellulose 1% Fibrous Glass 94% Non-Fibrous
32A	32 (a)-Tile/ Off-White Gran.	NAD	100% Non-Fibrous.

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE # / LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
32B	32 (b)-Mastic/ Pale Yellow/Black Adhes.	Trace, <1% Chrysotile ★ <1% Total Asbestos ★5% chrysotile present in black mastic material.	4% Cellulose 1% Fibrous Glass 95% Non-Fibrous
33A	33 (a)-Tile/ Off-White Gran.	NAD	100% Non-Fibrous
33B	33 (b)-Mastic/ Pale Yellow/Black Adhes.	Trace, <1% Chrysotile ★ <1% Total Asbestos ★4% chrysotile present in black mastic material.	4% Cellulose 1% Fibrous Glass 95% Non-Fibrous
34A	34 (a)-Tile/ Beige Gran.	4% Chrysotile 4% Total Asbestos	96% Non-Fibrous
34B	34 (b)-Mastic/ Black Adhes.	8% Chrysotile 8% Total Asbestos	5% Cellulose 92% Non-Fibrous
35A	35 (a)-Tile/ Beige Gran.	4% Chrysotile 4% Total Asbestos	96% Non-Fibrous
35B	35 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	4% Cellulose 91% Non-Fibrous
36A	36 (a)-Tile/ Beige Gran.	4% Chrysotile 4% Total Asbestos	96% Non-Fibrous
36B	36 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	3% Cellulose 92% Non-Fibrous
37A	37 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
37B	37 (b)-Mastic/ Pale Yellow Adhes.	NAD	3% Cellulose 97% Non-Fibrous
38A	38 (a)-Tile/ Off-White Gran.	NAD	100% Non-Fibrous
38B	38 (b)-Mastic/ Pale Yellow Adhes.	NAD	4% Cellulose 96% Non-Fibrous
39A	39 (a)-Tile/ Off-White Gran.	NAD	100% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
39B	39 (b)-Mastic/ Pale Yellow Adhes.	NAD	3% Cellulose 97% Non-Fibrous
40A	40 (a)-Tile/ Beige Gran.	3% Chrysotile 3% Total Asbestos	97% Non-Fibrous
40B	40 (b)-Mastic/ Black Adhes.	4% Chrysotile 4% Total Asbestos	3% Cellulose 93% Non-Fibrous
41A	41 (a)-Tile/ Beige Gran.	3% Chrysotile 3% Total Asbestos	97% Non-Fibrous
41B	41 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	3% Cellulose 92% Non-Fibrous
42A	42 (a)-Tile/ Beige Gran.	3% Chrysotile 3% Total Asbestos	97% Non-Fibrous
42B	42 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	3% Cellulose 92% Non-Fibrous
43A	43 (a)-Tile/ Beige Gran.	3% Chrysotile 3% Total Asbestos	97% Non-Fibrous
43B	43 (b)-Mastic/ Black Adhes.	6% Chrysotile 6% Total Asbestos	2% Cellulose 92% Non-Fibrous
44A	44 (a)-Tile/ Beige Gran.	3% Chrysotile 3% Total Asbestos	97% Non-Fibrous
44B	44 (b)-Mastic/ Black Adhes.	7% Chrysotile 7% Total Asbestos	3% Cellulose 90% Non-Fibrous
45A	45 (a)-Tile/ Beige Gran.	3% Chrysotile 3% Total Asbestos	97% Non-Fibrous
45B	45 (b)-Mastic/ Black Adhes.	6% Chrysotile 6% Total Asbestos	3% Cellulose 91% Non-Fibrous
46A	46 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
46B	46 (b)-Mastic/ Yellow Adhes.	NAD	3% Cellulose 1% Fibrous Glass 96% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
47A	47 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
47B	47 (b)-Mastic/ Yellow Adhes.	NAD	3% Cellulose 1% Fibrous Glass 96% Non-Fibrous
48A	48 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
48B	48 (b)-Mastic/ Yellow Adhes.	NAD	3% Cellulose 1% Fibrous Glass 96% Non-Fibrous
49	49/ Off-White/Pale Beige Brittle; Tan Fib.	Trace, <1% Chrysotile ★ <1% Total Asbestos ★2% chrysotile present in pale beige brittle joint compound-type layer.	40% Cellulose 4% Fibrous Glass 56% Non-Fibrous
50	50/ Off-White/Pale Beige Brittle; Off-White Fib.	Trace, <1% Chrysotile ★ <1% Total Asbestos ★2% chrysotile present in pale beige brittle joint compound-type layer.	22% Cellulose 5% Fibrous Glass 73% Non-Fibrous
51	51/ Off-White/Pale Beige Brittle; Off-White Fib.	Trace, <1% Chrysotile ★ <1% Total Asbestos ★2% chrysotile present in pale beige brittle joint compound-type layer.	28% Cellulose 4% Fibrous Glass 68% Non-Fibrous
52	52/ Off-White Cementitious; Coarse Powder; Beige/Blue Brittle	NAD	2% Cellulose 98% Non-Fibrous
53	53/ Off-White Cementitious; Coarse Powder; Beige/Blue Brittle	NAD	1% Cellulose 99% Non-Fibrous
54	54/ Off-White Cementitious; Coarse Powder; Beige Brittle	NAD	2% Cellulose 98% Non-Fibrous
55	55/ Off-White Cementitious; Coarse Powder; White/Beige Brittle	NAD	2% Cellulose 98% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-8145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
56	56/ White/Beige Brittle; Off-White Cementitious; Coarse Powder	NAD	1% Cellulose 99% Non-Fibrous
57	57/ Off-White Cementitious; Coarse Brittle; White/Beige Brittle	NAD	2% Cellulose 98% Non-Fibrous
58A	58 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	98% Non-Fibrous
58B	58 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	3% Cellulose 92% Non-Fibrous
59A	59 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	98% Non-Fibrous
59B	59 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	3% Cellulose 92% Non-Fibrous
60A	60 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	98% Non-Fibrous
60B	60 (b)-Mastic/ Black Adhes.	5% Chrysotile 5% Total Asbestos	2% Cellulose 93% Non-Fibrous
61A	61 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
61B	61 (b)-Mastic/ Pale Yellow Adhes.	NAD	4% Cellulose 2% Fibrous Glass 94% Non-Fibrous
62A	62 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
62B	62 (b)-Mastic/ Pale Yellow Adhes.	NAD	4% Cellulose 1% Fibrous Glass 95% Non-Fibrous
63A	63 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
63B	63 (b)-Mastic/ Pale Yellow Adhes.	NAD	4% Cellulose 1% Fibrous Glass 95% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
64A	64 (a)-Tile/ Beige Gran.	4% Chrysotile 4% Total Asbestos	96% Non-Fibrous
64B	64 (b)-Mastic/ Dark Yellow/Black Adhes.	3% Chrysotile ★ 3% Total Asbestos ★Present in black mastic.	5% Cellulose 2% Synthetic 90% Non-Fibrous
65A	65 (a)-Tile/ Beige Gran.	4% Chrysotile 4% Total Asbestos	96% Non-Fibrous
65B	65 (b)-Mastic/ Dark Yellow/Black Adhes.	3% Chrysotile ★ 3% Total Asbestos ★Present in black mastic.	4% Cellulose 2% Synthetic 91% Non-Fibrous
66A	66 (a)-Tile/ Beige Gran.	4% Chrysotile 4% Total Asbestos	96% Non-Fibrous
66B	66 (b)-Mastic/ Dark Yellow/Black Adhes.	Trace, <1% Chrysotile ★ <1% Total Asbestos ★7% chrysotile present in small amount of black mastic.	5% Cellulose 5% Synthetic 90% Non-Fibrous
67	67/ Brown Fib.	NAD	97% Cellulose 3% Non-Fibrous
68	68/ Brown Fib.; White Brittle	NAD	95% Cellulose 5% Non-Fibrous
69	69/ Brown Fib.; White Brittle	NAD	92% Cellulose 8% Non-Fibrous
70	70/ Tan Fib.; Black Pliable	NAD	55% Cellulose 45% Non-Fibrous
71	71/ Tan Fib.; Black Pliable	NAD	55% Cellulose 45% Non-Fibrous
72	72/ Tan Fib.; Black Pliable	NAD	55% Cellulose 45% Non-Fibrous
73	73/ Off-White Cementitious; Coarse Powder; White/Pale Pink Brittle	NAD	1% Cellulose 99% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
74	74/ Off-White Cementitious; Coarse Powder; White/Beige/Pale Pink Brittle	NAD	2% Cellulose 98% Non-Fibrous
75	75/ Off-White Cementitious; Coarse Powder; White/Pale Pink/Blue Brittle	NAD	2% Cellulose 98% Non-Fibrous
76	76/ Tan Fib.; White/Blue Brittle	NAD	45% Cellulose 3% Fibrous Glass 52% Non-Fibrous
77	77/ Tan Fib.; White Brittle	NAD	20% Cellulose 8% Fibrous Glass 72% Non-Fibrous
78	78/ Beige/Blue Brittle	2% Chrysotile ★ 2% Total Asbestos ★Present in beige joint compound-type (main) layer.	3% Cellulose 95% Non-Fibrous
79A	79 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
79B	79 (b)-Mastic/ Pale Yellow Adhes.	NAD	3% Cellulose 97% Non-Fibrous
80A	80 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
80B	80 (b)-Mastic/ Pale Yellow Adhes.	NAD	4% Cellulose 1% Fibrous Glass 95% Non-Fibrous
81A	81 (a)-Tile/ Blue Gran.	NAD	100% Non-Fibrous
81B	81 (b)-Mastic/ Pale Yellow Adhes.	NAD	4% Cellulose 96% Non-Fibrous
82A	82 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	98% Non-Fibrous
82B	82 (b)-Mastic/ Black Adhes.	6% Chrysotile 6% Total Asbestos	2% Cellulose 92% Non-Fibrous
83A	83 (a)-Tile/ Beige Gran.	NAD	1% Cellulose 99% Non-Fibrous

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.

CLIENT NUMBER: 5-5861 S
EHS PROJECT #: 2006-02-3145
PROJECT: SVU-A06-69-C4-Bond; Santa Susana E.S.

EHS SAMPLE #	CLIENT SAMPLE #/ LABORATORY GROSS DESCRIPTION	% ASBESTOS	OTHER MATERIALS
83B	83 (b)-Mastic/ Pale Yellow Adhes.	NAD	4% Cellulose 96% Non-Fibrous
84A	84 (a)-Tile/ Beige Gran.	2% Chrysotile 2% Total Asbestos	98% Non-Fibrous
84B	84 (b)-Mastic/ Black Adhes.	7% Chrysotile 7% Total Asbestos	3% Cellulose 90% Non-Fibrous

QC SAMPLE: M11996-2

QC BLANK: SRM 1866 Fiberglass

REPORTING LIMIT: 1% Asbestos

METHOD: Polarized Light Microscopy, EPA Method 600/R-93/116 *

ANALYST: Mark Case

Reviewed By Authorized Signatory:

Michael A. Mueller, MPH, Laboratory Director
Howard Varner, General Manager
Irma Faszewski, Quality Assurance Coordinator

The condition of the samples analyzed was acceptable upon receipt per laboratory protocol unless otherwise noted on this report. Results represent the analysis of samples submitted by the client. Sample location, description, area, volume, etc., was provided by the client. This report cannot be used by the client to claim product endorsement by NVLAP or any agency of the U.S. Government. This report shall not be reproduced except in full, without the written consent of Environmental Hazards Services, L.L.C. California Certification #2319 NY ELAP #11714. All information concerning sampling location, date, and time can be found on Chain-of-Custody. Environmental Hazards Services, L.L.C. does not perform any sample collection.

Environmental Hazards Services, L.L.C. recommends reanalysis by point count (for more accurate quantification) or Transmission Electron Microscopy (TEM), for enhanced detection capabilities) for materials regulated by the EPA NESHAP (National Emission Standards for Hazardous Air Pollutants) and found to contain less than ten percent (<10%) asbestos by polarized light microscopy (PLM). Both services are available for an additional fee.

* All California samples analyzed by Polarized Light Microscopy, EPA Method 600/M4-82-020, Dec. 1982.

LEGEND NAD = no asbestos detected
SCF = suspected ceramic fibers

plm1.dot/06FEB2006/REV2/pd

Please E-mail Results: mthrift@criterionenv.com

EHS 2006-02-3145

84 PLM

ENVIRONMENTAL HAZARDS SERVICES, L.L.C.
7469 Whitepine Road Richmond, Virginia 23237 Phone (804) 275-4708 Fax (804) 275-4907

CHAIN OF CUSTODY FORM

Company Name: Criterion Environmental, Inc.
Address: 1673 Donlon Street-#204
City, State, Zip: Ventura, CA 93003
EHS Client Account #: 5-5861 D
Phone #: (805) 644-8347 Fax #: (805) 644-5347
P.O. #:

Date: 2/23/06
Contact Name: Matthew Thrift
Sampler Name: " "
Project #: SVU-A06-69-C4 Bond
Santa Susana E.S.

Particulate: Total Nuisance (NIOSH 0500) ☐
Respirable (NIOSH 0600) ☐

Sample Number	Sample Date & Time	Asbestos: Bulk ID by PLM	Asbestos: (PCM) Fiber Count	Asbestos: PLM Point Count	Asbestos: PLM Gravimetric	Asbestos: TEM AHERA (Air)	Asbestos: TEM Chatfield (Bulk)	Lead: Air	Lead: Paint (%)	Lead: Paint (PPM)	Lead: Paint (mg/cm²)	Lead: Soil	Lead: Wipe * (See Note)	Lead: TCLP (Pb)	Lead: Waste Water	Other Metals (Specify metals below): TCLP RCRA 8	Other Metals: Welding Fume	Other Metals: Toxic Metal Profile			Indoor Air Quality: Biocassette	Indoor Air Quality: Slide	Indoor Air Quality: Surface Swab	Indoor Air Quality: Surface Tape	Indoor Air Quality: Bulk	Air Volume (L) OR Wipe Area (ft²) OR Scrape Area (cm²)	Comments
See Log 1	2/24/06	X																									Standard Turnaround

* Do wipe samples submitted meet ASTM E1792 requirements? Yes ☐ No ☐

Released by: Matthew Thrift	Signature: [signature]	Date/Time: 2/23/06 1700
Received by: LORI KYZER	Signature: [signature]	Date/Time: 2/24/06 10AM
Released by:	Signature:	Date/Time:
Received by:	Signature:	Date/Time:

ENVIRONMENTAL HAZARD FAX:8042754907 FEB 28 2006 15:31 P.13

ENVIRONMENTAL HAZARD Fax:8042754907 Feb 28 2006 15:31 P.14

Criterion Environmental Inc.

Solutions for Improving the Indoor Environment

Date:	2/22/06
Client:	Simi Valley School District
Site:	Santa Susana E.S.
Project:	SVU-406-69-C4 Bond
Inspector(s):	Matthew Thrift

Friable: Friability Codes: N=Non-friable; F=Friable
Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
ND=Detected
N=Negative

Asbestos Bulk Sampling Field Log

Sample #'s	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Cond. Condition
1	12x12" Blue Floor Tile w/ Mastic	Unit B - Multi-purpose				
2	↓	↓				
3		Kitchen				
4	Plaster Walls/Ceilings	Chair Storage				
5	↓	R/R3				
6		↓				
7	12x12" Blue Floor Tile w/ Mastic	Unit H - Room 15				
8	↓	↓ 19				
9		↓ 16				
10	Partition Wallboard Material	Room 15				
11	↓	↓				
12		20				

Analyzed 2/24/06 IDAM

ENVIRONMENTAL HAZARD Fax:8042754907 Feb 28 2006 15:31 P.15

Criterion Environmental Inc.

Solutions for Improving the Indoor Environment

Date:	2/22/06
Client:	Simi Valley School District
Site:	Santa Susana E.S.
Project:	SVU-A06-69-C4 Bond
Inspector(s):	Matthew Thrift

Friable: Friability Codes: N=Non-friable; F=Friable
Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
ND=Detected
N=Negative

Asbestos Bulk Sampling Field Log

Sample #	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
13	9x9" Beige Floor Tile w/ Mastic	Unit # - Room 15				
14	↓	↓ - 16				
15	↓	↓ - 19				
16	12x12" Blue Floor Tile w/ Mastic	Unit 6 - Room 18				
17	↓	↓ - 22				
18	↓	↓ - 17				
19	9x9" Beige Floor Tile w/ Mastic	Room 17				
20	↓	↓ - 18				
21	↓	↓ - 21				
22	Partition Wallboard Mastic	Room 18				
23	↓	↓ - 22				
24	↓	↓ - 21				

Analyzed 2/24/06 10am

Criterion Environmental Inc.

Solutions for Improving the Indoor Environment

Date:	2/22/06
Client:	Simi Valley School District
Site:	Santa Susana E.S.
Project:	SVU-406-69-C4 Bond
Inspector(s):	Matthew Thrift

Friable: Friability Codes: N=Non-friable; F=Friable
Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
ND=Delected
N=Negative

Asbestos Bulk Sampling Field Log

Sample #	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Cond.
25	Plaster Walls/Ceilings	Unit L - Girls R/R				
26	"	"				
27	"	Boys R/R				
28	12x12" Beige Floor Tile w/ Mastic	Unit F - Room 4				
29	"	"				
30	"	"				
31	12x12" White/Blue Floor Tile w/ Mastic	Room 10				
32	"	"				
33	"	9				
34	9x9" Beige Floor Tile w/ Mastic	Room 4				
35	"	3				
36	"	9				

Paul Kryzen 2/24/06 10am

ENVIRONMENTAL HAZARD FAX:8042534307 FEB 28 2006 15:31 P.10

ENVIRONMENTAL HAZARD Fax:8042754907 Feb 28 2006 15:31 P.17

Criterion Environmental Inc.

Solutions for Improving the Indoor Environment

Date:	2/22/06
Client:	Simi Valley School District
Site:	Santa Susana E.S.
Project:	SVU-A06-69-C4 Bond
Inspector(s):	Matthew Thrift

Friable: Friability Codes: N=Non-friable; F=Friable
Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
ND=Detected
N=Negative

Asbestos Bulk Sampling Field Log

Sample #	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
37	12x12" Blue/White Floor Tile w/ Mastic	Unit E - Room 5				
38		12				
39		11				
40	9x9" Beige Floor Tile w/ Mastic	Room 5				
41		6				
42		11				
43	9x9" Beige Floor Tile w/ Mastic	Unit D - Room 7				
44		8				
45		14				
46	12x12" Blue Floor Tile w/ Mastic	Room 13				
47		7				
48		7				

[signature] 2/24/06 10am

Criterion Environmental Inc.

Solutions for Improving the Indoor Environment

Date:	2/22/06
Client:	Simi Valley School District
Site:	Santa Susana E.S.
Project:	SVU-A06-69-C4 Band
Inspector(s):	Matthew Thrift

Friable: Friability Codes: N=Non-friable; F=Friable
Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
ND=Delected
N=Negative

Asbestos Bulk Sampling Field Log

Sample #	Material Sampled	Sample Location	Quant	Analytical Result(s)	Friable (Y/N)	Cond (G/F/P)
49	Drywall Walls	Unit D - Room 13				
50	↓	↓ ↓ ↓				
51	↓	↓ ↓ 7				
52	Plaster Walls/Ceilings	Unit K - Boys R/R				
53	↓	↓				
54	↓	↓ Girls R/R				
55	Plaster Walls/Ceilings	Unit J - Boys R/R				
56	↓	↓ ↓				
57	↓	↓ Girls R/R				
58	12x12" Beige Floor Tile w/Mastic	Unit A - Nurse				
59	↓	↓ ↓				
60	↓	↓ ↓				

2/24/06 10AM

ENVIRONMENTAL HAZARD FAX:8042594907 FEB 28 2006 15:31 P.18

ENVIRONMENTAL HAZARD Fax:8042754907 Feb 28 2006 15:32 P.19

Criterion Environmental Inc.

Solutions for Improving the Indoor Environment

Date:	2/22/06
Client:	Simi Valley School District
Site:	Santa Susana E.S.
Project:	SVU-406-69-C4 Band
Inspector(s):	Matthew Thrift

Friable: Friability Codes: N=Non-friable; F=Friable
Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
ND=Detected
N=Negative

Asbestos Bulk Sampling Field Log

Sample #	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
61	12x12" Blue Floor Tile w/ Mastic	Unit A - Work Room				
62	↓	↓				
63						
64	9x9" Beige Floor Tile w/ Mastic	Staff Room				
65	↓	↓				
66						
67	12x12" Ceiling Tile	Storage				
68	↓	↓				
69						
70	Barrier Paper (Above Ceiling Tile)					
71	↓					
72						

Kevin Kryzer 2/24/06 10am

Criterion Environmental Inc.

Solutions for Improving the Indoor Environment

Date:	2/22/06
Client:	Simi Valley School District
Site:	Santa Susana E.S.
Project:	SVU-A06-69-C4 Bond
Inspector(s):	Matthew Thrift

Friable: Friability Codes: N=Non-friable; F=Friable
Cond: Condition Codes: G=Good; F=Fair; P=Poor

NA=Not Analyzed
ND=Detected
N=Negative

Asbestos Bulk Sampling Field Log

Sample #	Material Sampled	Sample Location	Quantity	Analytical Results	Friability	Condition
73	Plaster Walls/Ceilings	Unit C - Custodian				
74	↓	R/Rs				
75		Staff Toilet				
76	Drywall Walls	Corridor Rm 1				
77	↓	Work Room				
78		Corridor Rm 2				
79	12x12" Blue Floor Tile w/ Mastic	Room 1				
80	↓	↓				
81		2				
82	9x9" Beige Floor Tile w/ Mastic	Work Room				
83	↓	↓				
84						

[signature] 2/24/06 10AM

Attachment 2

XRF Lead Tables (Interior and Exterior)

Shot#	Time	Type	Bldg	ROOM	SIDE	COMPONENT	COLOR	SUBSTRATE	Cond	Results	PbC	Units
58	2/20/2006 12:49	ShutCal									6.65	cps
59	2/20/2006 12:50	PAINT			*CALIBRATE*					*Positive*	1.1	mg/cm2
60	2/20/2006 12:50	PAINT			*CALIBRATE*					*Positive*	1.4	mg/cm2
61	2/20/2006 12:50	PAINT			*CALIBRATE*					*Positive*	1.2	mg/cm2
62	**2/20/2006 12:53**	**PAINT**	**E**	**5**	**EXT**	**WINDOW FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**1**	**mg/cm2**
63	**2/20/2006 12:53**	**PAINT**	**E**	**5**	**EXT**	**WINDOW FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**1.1**	**mg/cm2**
64	2/20/2006 12:55	PAINT	E	5	EXT	WINDOW FRAME	BEIGE	Wood	Intact	Negative	0.8	mg/cm2
65	**2/20/2006 12:55**	**PAINT**	**E**	**5**	**EXT**	**WINDOW FRAME**	**BEIGE**	**Metal**	**Intact**	**Positive**	**2.6**	**mg/cm2**
66	2/20/2006 12:56	PAINT	E	5	EXT	WINDOW FRAME	BEIGE	Wood	Intact	Negative	0.9	mg/cm2
67	2/20/2006 12:57	PAINT	E	5	EXT	WINDOW FRAME	BEIGE	Wood	Intact	Negative	0.7	mg/cm2
68	**2/20/2006 12:57**	**PAINT**	**E**	**6**	**EXT**	**WINDOW FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**1.3**	**mg/cm2**
69	2/20/2006 13:00	PAINT	F	4	EXT	WINDOW FRAME	BEIGE	Wood	Intact	Negative	0.6	mg/cm2
70	**2/20/2006 13:00**	**PAINT**	**F**	**3**	**EXT**	**WINDOW FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**1**	**mg/cm2**
71	**2/20/2006 13:01**	**PAINT**	**F**	**4**	**EXT**	**WINDOW FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**1.1**	**mg/cm2**
72	**2/20/2006 13:02**	**PAINT**	**F**	**3&4**	**EXT**	**DOOR FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**1.4**	**mg/cm2**
73	**2/20/2006 13:03**	**PAINT**	**F**	**9**	**EXT**	**DOOR FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**1.1**	**mg/cm2**
74	2/20/2006 13:04	PAINT	F	9 SOUTH SD	C	WINDOW FRAME	BEIGE	Metal	Intact	Negative	0.8	mg/cm2
75	2/20/2006 13:05	PAINT	F	9 SOUTH SD	C	WINDOW SASH	BEIGE	Metal	Intact	Negative	0.8	mg/cm2
76	2/20/2006 13:06	PAINT	F	9 SOUTH SD	C	WINDOW FRAME	BEIGE	Wood	Intact	Negative	0.5	mg/cm2
77	**2/20/2006 13:06**	**PAINT**	**F**	**10**	**C**	**DOOR FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**1.7**	**mg/cm2**
78	2/20/2006 13:08	PAINT	A	OFFICE	C	DOOR FRAME	BEIGE	Metal	Intact	Negative	0.8	mg/cm2
79	2/20/2006 13:08	PAINT	A	OFFICE	C	DOOR FRAME	BEIGE	Metal	Intact	Negative	0.4	mg/cm2
80	**2/20/2006 13:08**	**PAINT**	**A**	**OFFICE**	**C**	**DOOR FRAME**	**BEIGE**	**Metal**	**Intact**	**Positive**	**3.7**	**mg/cm2**
81	**2/20/2006 13:09**	**PAINT**	**A**	**OFFICE**	**C**	**WINDOW FRAME**	**BEIGE**	**Metal**	**Intact**	**Positive**	**3.3**	**mg/cm2**
82	**2/20/2006 13:09**	**PAINT**	**A**	**OFFICE**	**C**	**WINDOW FRAME**	**BEIGE**	**Metal**	**Intact**	**Positive**	**1.9**	**mg/cm2**
83	**2/20/2006 13:10**	**PAINT**	**H**	**15**	**A**	**WINDOW FRAME**	**BEIGE**	**Metal**	**Intact**	**Positive**	**2**	**mg/cm2**
84	2/20/2006 13:11	PAINT	H	15	A	DOOR FRAME	BEIGE	Wood	Intact	Negative	0.5	mg/cm2
85	**2/20/2006 13:11**	**PAINT**	**H**	**16**	**A**	**DOOR FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**2.8**	**mg/cm2**
86	**2/20/2006 13:12**	**PAINT**	**H**	**16**	**A**	**DOOR FRAME**	**BEIGE**	**Wood**	**Intact**	**Positive**	**2.2**	**mg/cm2**
87	**2/20/2006 13:13**	**PAINT**	**H**	**16**	**A**	**WINDOW FRAME**	**BEIGE**	**Metal**	**Intact**	**Positive**	**1.8**	**mg/cm2**
88	2/20/2006 13:14	PAINT	B	MPR	A	DOOR FRAME	BEIGE	Metal	Intact	Negative	0.08	mg/cm2
89	2/20/2006 13:16	PAINT	L	GIRL'S RR	A	DOOR FRAME	BEIGE	Wood	Intact	Negative	0.15	mg/cm2
90	2/20/2006 13:17	PAINT	L	GIRL'S RR	A	DOOR FRAME	BEIGE	Wood	Intact	Negative	0.17	mg/cm2
91	2/20/2006 13:18	PAINT	H	15	A	DOOR FRAME	BEIGE	Wood	Intact	Negative	0.03	mg/cm2
92	2/20/2006 13:18	PAINT	H	16	A	DOOR FRAME	BEIGE	Wood	Intact	Negative	0.03	mg/cm2
93	2/20/2006 13:18	PAINT	H	19	A	WINDOW FRAME	BEIGE	Metal	Intact	Negative	0.04	mg/cm2

Shot#	Time	Type	Bldg	ROOM	SIDE	COMPONENT	COLOR	SUBSTRATE	Cond	Results	PbC	Units
94	2/20/2006 13:18	PAINT	H	19	A	WINDOW FRAME	BEIGE	Metal	Intact	Negative	0.04	mg/cm2
95	2/20/2006 13:19	PAINT	H	19	A	WINDOW FRAME	BEIGE	Metal	Intact	Negative	0.01	mg/cm2
96	2/20/2006 13:20	PAINT	H	20	A	WINDOW FRAME	BEIGE	Metal	Intact	Negative	-0.32	mg/cm2
97	2/20/2006 13:21	PAINT	H	20	A	DOOR FRAME	BEIGE	Wood	Intact	Negative	0.02	mg/cm2
98	**2/20/2006 13:21**	**PAINT**	**D**	**7**	**A**	**DOOR**	**BLUE**	**Wood**	**Intact**	**Positive**	**1.2**	**mg/cm2**
99	**2/20/2006 13:22**	**PAINT**	**D**	**8**	**A**	**DOOR**	**BLUE**	**Wood**	**Intact**	**Positive**	**1**	**mg/cm2**
100	2/20/2006 13:23	PAINT	D	8-SIDE	D	DOOR	BLUE	Wood	Intact	Negative	0	mg/cm2
101	2/20/2006 13:23	PAINT	D	7-SIDE	D	DOOR	BLUE	Wood	Intact	Negative	0	mg/cm2
102	2/20/2006 13:25	PAINT	C	K-1	A	DOOR	BLUE	Wood	Intact	Negative	0.6	mg/cm2
103	2/20/2006 13:26	PAINT	C	K-2	A	DOOR	BLUE	Wood	Intact	Negative	0.8	mg/cm2
104	**2/20/2006 13:26**	**PAINT**	**C**	**K-1**	**A**	**DOOR**	**BLUE**	**Wood**	**Intact**	**Positive**	**1**	**mg/cm2**
105	2/20/2006 13:27	PAINT	C	K-2	A	DOOR	BLUE	Wood	Intact	Negative	0.8	mg/cm2
106	2/20/2006 13:27	PAINT	C	K-2	A	WINDOW FRAME	BEIGE	Metal	Intact	Negative	0.02	mg/cm2
107	**2/20/2006 13:30**	**PAINT**	**G**	**18**	**A**	**DOOR**	**BLUE**	**Wood**	**Intact**	**Positive**	**1.7**	**mg/cm2**
109	**2/20/2006 13:32**	**PAINT**	**G**	**17**	**A**	**DOOR**	**BLUE**	**Wood**	**Intact**	**Positive**	**1.4**	**mg/cm2**
110	2/20/2006 13:39				*CALIBRATE*					*Positive*	1.2	mg/cm2
111	2/20/2006 13:39				*CALIBRATE*					*Positive*	1.3	mg/cm2
112	2/20/2006 13:39				*CALIBRATE*					*Positive*	1.2	mg/cm2

Criterion Environmental, Inc.
3/27/2006

Interior Lead Survey

Santa Susana Elem. School
S.V.U.S.D.

Shot#	Time	Type	Bldg	ROOM	SIDE	COMPONENT	COLOR	SUBSTRATE	Results	PbC	Units
1	2/22/2006 15:12	ShutCal.								7.19	cps
2	2/22/2006 15:12	PAINT			*CALIBRATE*				*Positive*	1.2	mg/cm2
3	2/22/2006 15:12	PAINT			*CALIBRATE*				*Positive*	1.3	mg/cm2
4	2/22/2006 15:12	PAINT			*CALIBRATE*				*Positive*	1.4	mg/cm2
5	2/22/2006 15:25	PAINT	MPR	KITCHEN	A	DOOR	BEIGE	Wood	Negative	0.03	mg/cm2
6	2/22/2006 15:25	PAINT	MPR	KITCHEN	A	DOOR FRAME	BEIGE	Wood	Negative	0.09	mg/cm2
7	2/22/2006 15:26	PAINT	MPR	KITCHEN	A	DOOR FRAME	BEIGE	Wood	Negative	0.23	mg/cm2
8	2/22/2006 15:27	PAINT	MPR	KITCHEN	A	WALL	BEIGE	Plaster	Negative	0.2	mg/cm2
9	**2/22/2006 15:28**	**GLAZE**	**MPR**	**Restroom**	**STAFF**	**BASEBOARD**	**WHITE**	**Tile**	**Positive**	**7.1**	**mg/cm2**
10	2/22/2006 15:28	PAINT	MPR	KITCHEN	A	DOOR	BLUE	Wood	Negative	0.2	mg/cm2
11	2/22/2006 15:29	PAINT	MPR	KITCHEN	A	DOOR FRAME	BEIGE	Metal	Negative	0.11	mg/cm2
12	2/22/2006 15:29	PAINT	MPR	KITCHEN	A	DOOR FRAME	BEIGE	Metal	Negative	0.3	mg/cm2
13	2/22/2006 15:32	PAINT	MPR	Stor.Clos	A	WALL	YELLOW	Plaster	Negative	0.5	mg/cm2
14	2/22/2006 15:33	PAINT	MPR	Stor.Clos	UPPER	WALL	BEIGE	Plaster	Negative	0.02	mg/cm2
15	2/22/2006 15:34	PAINT	MPR	Auditorium	A	DOOR	BLUE	Wood	Negative	0.1	mg/cm2
16	2/22/2006 15:34	PAINT	MPR	Auditorium	A	DOOR FRAME	BEIGE	Metal	Negative	0.04	mg/cm2
17	2/22/2006 15:35	PAINT	MPR	Auditorium	A	DOOR FRAME	YELLOW	Metal	Negative	0.6	mg/cm2
18	2/22/2006 15:35	PAINT	MPR	Auditorium	A	WALL	WHITE	Plaster	Negative	0.3	mg/cm2
19	2/22/2006 15:36	PAINT	MPR	Auditorium	C	DOOR	BLUE	Wood	Negative	0.02	mg/cm2
20	2/22/2006 15:40	PAINT	MPR	GIRL'S RR	A	WALL	BEIGE	Plaster	Negative	0.5	mg/cm2
21	**2/22/2006 15:40**	**GLAZE**	MPR	**GIRL'S RR**	**LOWER**	**BASEBOARD**	**WHITE**	**Tile**	**Positive**	**5.1**	**mg/cm2**
22	2/22/2006 15:41	GLAZE	MPR	GIRL'S RR	LOWER	FLOOR	GREY	Tile	Negative	0	mg/cm2
23	2/22/2006 15:41	PAINT	MPR	GIRL'S RR	A	DOOR	BEIGE	Wood	Negative	0.3	mg/cm2
24	2/22/2006 15:42	PAINT	MPR	GIRL'S RR	A	DOOR FRAME	BEIGE	Wood	Negative	0.29	mg/cm2
25	2/22/2006 15:42	Glaze	MPR	GIRL'S RR	A	TOILET	WHITE	Porclain	Negative	0.06	mg/cm2
26	2/22/2006 15:42	Glaze	MPR	GIRL'S RR	A	SINK	WHITE	Porclain	Negative	0.01	mg/cm2
27	2/22/2006 15:43	PAINT	MPR	GIRL'S RR	A	DOOR FRAME	BEIGE	Metal	Negative	0.4	mg/cm2
28	2/22/2006 15:43	PAINT	MPR	GIRL'S RR	A	DOOR FRAME	BEIGE	Metal	Negative	0.05	mg/cm2
29	2/22/2006 15:44	PAINT	MPR	GIRL'S RR	A	DOOR FRAME	BEIGE	Metal	Negative	0.4	mg/cm2
30	**2/22/2006 15:46**	**PAINT**	**H**	**15**	**A**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**1.6**	**mg/cm2**
31	2/22/2006 15:47	PAINT	H	15	A	DOOR FRAME	YELLOW	Wood	Negative	0	mg/cm2
32	2/22/2006 15:47	PAINT	H	15	A	DOOR	BLUE	Wood	Negative	0	mg/cm2
33	2/22/2006 15:47	PAINT	H	15	A	TRIM	BEIGE	Wood	Negative	0.5	mg/cm2
34	2/22/2006 15:49	PAINT	H	15	A	WINDOW FRAME	WHITE	Metal	Negative	0.18	mg/cm2
35	2/22/2006 15:49	PAINT	H	15	A	WINDOW FRAME	WHITE	Metal	Negative	0.5	mg/cm2
36	2/22/2006 15:50	PAINT	H	15	B	WINDOW FRAME	WHITE	Metal	Negative	0.07	mg/cm2

Shot#	Time	Type	Bldg	ROOM	SIDE	COMPONENT	COLOR	SUBSTRATE	Results	Pb	Units
37	2/22/2006 15:50	PAINT	H	15	B	WINDOW FRAME	WHITE	Metal	Negative	0.18	mg/cm2
38	2/22/2006 15:51	PAINT	H	15	B	DOOR FRAME	BEIGE	Wood	Negative	0.4	mg/cm2
39	2/22/2006 15:52	PAINT	H	15	C	WALL	WHITE	Plaster	Negative	0.01	mg/cm2
40	2/22/2006 15:52	PAINT	H	15	D	WALL	WHITE	Wood	Negative	0.03	mg/cm2
41	2/22/2006 15:53	PAINT	H	15	LOWER	WALL	WHITE	Wood	Negative	0.3	mg/cm2
42	2/22/2006 15:53	PAINT	H	15	D	DOOR	WHITE	Wood	Negative	0	mg/cm2
43	2/22/2006 15:54	PAINT	H	15	D	DOOR FRAME	WHITE	Wood	Negative	0	mg/cm2
44	2/22/2006 15:56	PAINT	H	16	A	DOOR	BLUE	Wood	Negative	0	mg/cm2
45	**2/22/2006 15:56**	**PAINT**	**H**	**16**	**A**	**DOOR FRAME**	**BEIGE**	**Wood**	**Positive**	**2.7**	**mg/cm2**
46	2/22/2006 15:56	PAINT	H	16	A	DOOR FRAME	BEIGE	Wood	Negative	0.25	mg/cm2
47	2/22/2006 15:57	PAINT	H	16	A	WINDOW FRAME	WHITE	Metal	Negative	0.04	mg/cm2
48	2/22/2006 15:57	PAINT	H	16	A	WINDOW FRAME	WHITE	Metal	Negative	0.03	mg/cm2
49	2/22/2006 15:57	PAINT	H	16	A	WINDOW FRAME	WHITE	Metal	Negative	0.27	mg/cm2
50	2/22/2006 15:57	PAINT	H	16	D	DOOR FRAME	BEIGE	Wood	Negative	0.4	mg/cm2
51	**2/22/2006 15:58**	**PAINT**	**H**	**16**	**D**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**2.8**	**mg/cm2**
52	**2/22/2006 16:00**	**PAINT**	**H**	**16**	**A**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**2.6**	**mg/cm2**
53	2/22/2006 16:01	PAINT	H	17	A	WINDOW FRAME	WHITE	Metal	Negative	0.04	mg/cm2
54	2/22/2006 16:02	PAINT	H	17	B	WINDOW FRAME	WHITE	Metal	Negative	0.01	mg/cm2
55	2/22/2006 16:02	PAINT	H	17	LOWER	WALL	WHITE	Wood	Negative	0.06	mg/cm2
56	2/22/2006 16:04	PAINT	H	17	UPPER	DOOR PANEL	RED	Wood	Negative	0.02	mg/cm2
57	2/22/2006 16:08	PAINT	L	GIRL'S RR	A	DOOR	BLUE	Wood	Negative	0.3	mg/cm2
58	**2/22/2006 16:08**	**PAINT**	**L**	**GIRL'S RR**	**A**	**DOOR FRAME**	**BEIGE**	**Wood**	**Positive**	**1.3**	**mg/cm2**
59	**2/22/2006 16:09**	**PAINT**	**L**	**GIRL'S RR**	**A**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**1.8**	**mg/cm2**
61	**2/22/2006 16:10**	**GLAZE**	**L**	**GIRL'S RR**	**A**	**WALL**	**WHITE**	**Tile**	**Positive**	**5.1**	**mg/cm2**
62	2/22/2006 16:11	PAINT	L	GIRL'S RR	A	WALL	WHITE	Plaster	Negative	0.11	mg/cm2
63	**2/22/2006 16:12**	**PAINT**	**L**	**GIRL'S RR**	**A**	**WINDOW FRAME**	**WHITE**	**Metal**	**Positive**	**1.1**	**mg/cm2**
64	**2/22/2006 16:13**	**GLAZE**	**L**	**GIRL'S RR**	**A**	**SINK**	**WHITE**	**Porclain**	**Positive**	**9.8**	**mg/cm2**
65	2/22/2006 16:13	GLAZE	L	GIRL'S RR	A	TOILET	WHITE	Porclain	Negative	0.05	mg/cm2
66	2/22/2006 16:17	PAINT	G	22	A	DOOR	BLUE	Wood	Negative	0	mg/cm2
67	**2/22/2006 16:18**	**PAINT**	**G**	**22**	**A**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**3.5**	**mg/cm2**
68	**2/22/2006 16:18**	**PAINT**	**G**	**22**	**A**	**DOOR FRAME**	**BEIGE**	**Wood**	**Positive**	**1.3**	**mg/cm2**
69	2/22/2006 16:19	PAINT	G	22	D	DOOR FRAME	BEIGE	Wood	Negative	0.26	mg/cm2
70	**2/22/2006 16:19**	**PAINT**	**G**	**22**	**D**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**2.2**	**mg/cm2**
71	2/22/2006 16:20	PAINT	G	22	D	WINDOW FRAME	WHITE	Metal	Negative	0.06	mg/cm2
72	**2/22/2006 16:21**	**PAINT**	**G**	**21**	**B**	**DOOR FRAME**	**YELLOW**	**Metal**	**Positive**	**2.1**	**mg/cm2**
73	2/22/2006 16:23	PAINT	G	21	B	DOOR FRAME	BEIGE	Wood	Negative	0.16	mg/cm2

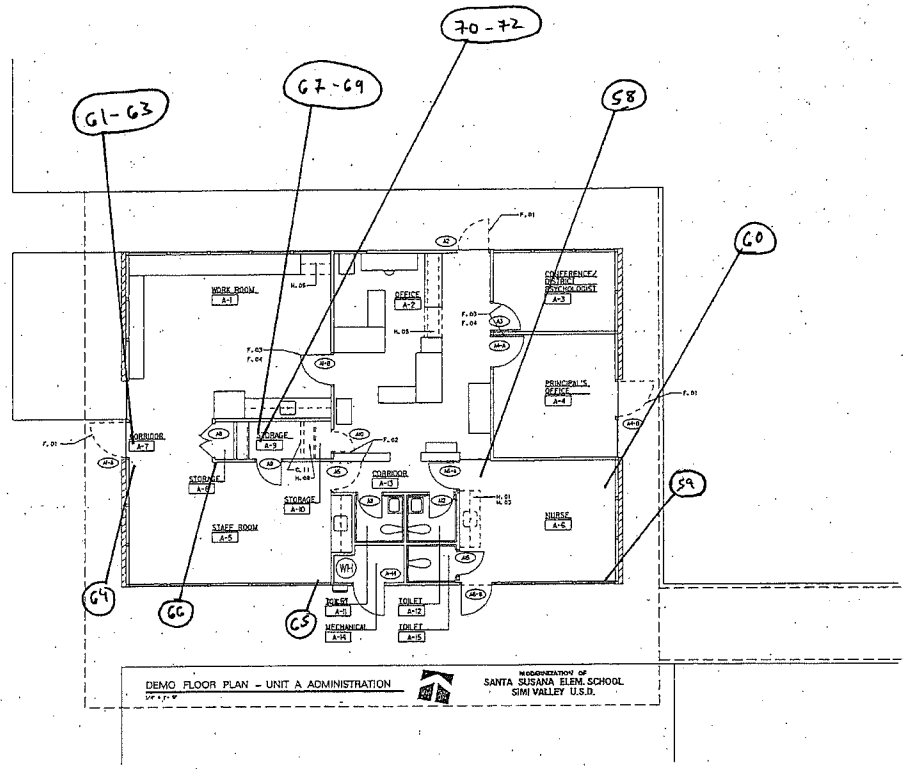
Shot#	Time	Type	Bldg	ROOM	SIDE	COMPONENT	COLOR	SUBSTRATE	Results	Pbc	Units
74	2/22/2006 16:23	PAINT	G	21	B	WINDOW FRAME	WHITE	Metal	Negative	0.06	mg/cm2
75	2/22/2006 16:24	PAINT	G	21	LOWER	WALL	WHITE	Wood	Negative	0.2	mg/cm2
76	2/22/2006 16:30	PAINT	F	9	A	DOOR	BLUE	Wood	Negative	0.02	mg/cm2
78	**2/22/2006 16:30**	**PAINT**	**F**	**9**	**A**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**1.3**	**mg/cm2**
79	2/22/2006 16:30	PAINT	F	9	A	DOOR FRAME	BEIGE	Wood	Negative	0.3	mg/cm2
80	2/22/2006 16:31	PAINT	F	9	A	WINDOW FRAME	WHITE	Metal	Negative	0.11	mg/cm2
81	2/22/2006 16:31	PAINT	F	9	A	WINDOW FRAME	WHITE	Metal	Negative	0.5	mg/cm2
82	2/22/2006 16:32	PAINT	F	9	A	DOOR FRAME	YELLOW	Wood	Negative	0.6	mg/cm2
84	2/22/2006 16:32	PAINT	F	9	A	DOOR FRAME	YELLOW	Wood	Negative	0.11	mg/cm2
85	2/22/2006 16:33	PAINT	F	9	A	WALL	WHITE	Wood	Negative	0.25	mg/cm2
86	2/22/2006 16:34	PAINT	F	3	A	DOOR FRAME	YELLOW	Wood	Negative	0.8	mg/cm2
87	2/22/2006 16:35	PAINT	F	3	A	DOOR FRAME	YELLOW	Wood	Negative	0.4	mg/cm2
88	2/22/2006 16:35	PAINT	F	3	A	DOOR FRAME	YELLOW	Wood	Negative	0.5	mg/cm2
89	**2/22/2006 16:39**	**GLAZE**	**K**	**BOY'S RR**	**C**	**WALL**	**WHITE**	**Tile**	**Positive**	**8.5**	**mg/cm2**
90	**2/22/2006 16:39**	**GLAZE**	**K**	**BOY'S RR**	**C**	**SINK**	**WHITE**	**Porclain**	**Positive**	**8.4**	**mg/cm2**
91	2/22/2006 16:40	PAINT	K	BOY'S RR	C	WALL	WHITE	Plaster	Negative	0.08	mg/cm2
92	2/22/2006 16:42	PAINT	K	BOY'S RR	C	WINDOW FRAME	WHITE	Metal	Negative	0.3	mg/cm2
93	2/22/2006 16:42	PAINT	K	BOY'S RR	C	URINAL	WHITE	Porclain	Negative	0.02	mg/cm2
94	2/22/2006 16:43	PAINT	K	BOY'S RR	C	TOILET	WHITE	Porclain	Negative	0.01	mg/cm2
95	2/22/2006 16:44	PAINT	K	BOY'S RR	C	DOOR	BLUE	Wood	Negative	0.4	mg/cm2
96	2/22/2006 16:44	PAINT	K	BOY'S RR	C	DOOR FRAME	BEIGE	Wood	Negative	0.4	mg/cm2
97	2/22/2006 16:44	PAINT	K	BOY'S RR	C	DOOR FRAME	BEIGE	Wood	Negative	0.26	mg/cm2
98	2/22/2006 16:45	PAINT	K	BOY'S RR	C	DOOR FRAME	YELLOW	Wood	Negative	0.24	mg/cm2
99	2/22/2006 16:50	PAINT	E	11	A	DOOR FRAME	YELLOW	Wood	Negative	0.6	mg/cm2
100	**2/22/2006 16:50**	**PAINT**	**E**	**11**	**A**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**1**	**mg/cm2**
101	2/22/2006 16:51	PAINT	E	11	A	DOOR FRAME	BEIGE	Wood	Negative	0.5	mg/cm2
102	2/22/2006 16:51	PAINT	E	11	A	DOOR FRAME	YELLOW	Wood	Negative	0.6	mg/cm2
103	2/22/2006 16:52	PAINT	E	11	A	DOOR FRAME	WHITE	Wood	Negative	0.4	mg/cm2
104	2/22/2006 16:52	PAINT	E	11	A	WINDOW FRAME	WHITE	Metal	Negative	0.09	mg/cm2
105	2/22/2006 16:52	PAINT	E	11	A	WINDOW FRAME	WHITE	Metal	Negative	0.5	mg/cm2
106	2/22/2006 16:53	PAINT	E	11	C	WALL	WHITE	Wood	Negative	-0.21	mg/cm2
107	2/22/2006 16:53	PAINT	E	11	C	DOOR FRAME	YELLOW	Wood	Negative	0.4	mg/cm2
108	2/22/2006 16:54	PAINT	E	11	C	DOOR FRAME	YELLOW	Wood	Negative	0.4	mg/cm2
109	2/22/2006 16:54	PAINT	E	11	C	DOOR FRAME	BEIGE	Wood	Negative	0.14	mg/cm2
110	2/22/2006 16:55	PAINT	E	11	C	WINDOW FRAME	BEIGE	Metal	Negative	0.4	mg/cm2
111	2/22/2006 16:56	PAINT	E	12	A	DOOR FRAME	YELLOW	Wood	Negative	0.8	mg/cm2

Shot#	Time	Type	Bldg	ROOM	SIDE	COMPONENT	COLOR	SUBSTRATE	Results	PbC	Units
112	2/22/2006 16:58	PAINT	E	6	A	DOOR FRAME	YELLOW	Wood	Negative	0.4	mg/cm2
113	2/22/2006 16:58	PAINT	E	6	A	DOOR FRAME	YELLOW	Wood	Negative	0.3	mg/cm2
114	2/22/2006 16:59	PAINT	E	6	A	HINGE PLATE	YELLOW	Metal	Negative	0.6	mg/cm2
115	2/22/2006 17:00	PAINT	J	BOY'S RR	A	DOOR FRAME	YELLOW	Wood	Negative	0.1	mg/cm2
116	2/22/2006 17:01	PAINT	J	BOY'S RR	A	DOOR FRAME	BEIGE	Wood	Negative	0.21	mg/cm2
117	**2/22/2006 17:01**	**GLAZE**	**J**	**BOY'S RR**	**A**	**WALL**	**WHITE**	**Tile**	**Positive**	**5**	**mg/cm2**
118	**2/22/2006 17:02**	**GLAZE**	**J**	**BOY'S RR**	**A**	**SINK**	**WHITE**	**Porclain**	**Positive**	**28.4**	**mg/cm2**
119	2/22/2006 17:02	PAINT	J	BOY'S RR	A	WINDOW FRAME	WHITE	Metal	Negative	0.03	mg/cm2
120	2/22/2006 17:02	PAINT	J	BOY'S RR	A	WINDOW FRAME	WHITE	Metal	Negative	0.17	mg/cm2
121	2/22/2006 17:03	GLAZE	J	BOY'S RR	A	URINAL	WHITE	Porclain	Negative	0.03	mg/cm2
122	2/22/2006 17:03	GLAZE	J	BOY'S RR	A	TOILET	WHITE	Porclain	Negative	0.02	mg/cm2
123	2/22/2006 17:03	GLAZE	J	BOY'S RR	A	FLOOR	WHITE	Tile	Negative	0	mg/cm2
124	2/22/2006 17:05	PAINT	D	13	A	DOOR	BLUE	Wood	Negative	0.01	mg/cm2
125	2/22/2006 17:05	PAINT	D	13	A	DOOR FRAME	YELLOW	Wood	Negative	0.04	mg/cm2
126	2/22/2006 17:06	PAINT	D	13	A	DOOR FRAME	BEIGE	Wood	Negative	0	mg/cm2
127	2/22/2006 17:07	PAINT	D	13	A	WINDOW FRAME	WHITE	Metal	Negative	0.05	mg/cm2
128	2/22/2006 17:07	PAINT	D	13	A	WALL	WHITE	Wood	Negative	0.01	mg/cm2
129	2/22/2006 17:08	PAINT	D	13	A	DOOR FRAME	YELLOW	Wood	Negative	0.5	mg/cm2
130	2/22/2006 17:08	PAINT	D	13	A	DOOR FRAME	BEIGE	Wood	Negative	0	mg/cm2
132	2/22/2006 17:11	PAINT	D	14	A	DOOR	BLUE	Wood	Negative	0	mg/cm2
133	2/22/2006 17:11	PAINT	D	14	A	DOOR FRAME	YELLOW	Wood	Negative	0.05	mg/cm2
134	2/22/2006 17:11	PAINT	D	14	A	DOOR FRAME	YELLOW	Wood	Negative	0	mg/cm2
135	2/22/2006 17:11	PAINT	D	14	A	DOOR FRAME	BEIGE	Wood	Negative	0	mg/cm2
136	2/22/2006 17:12	PAINT	D	14	A	WINDOW FRAME	WHITE	Metal	Negative	0.05	mg/cm2
137	2/22/2006 17:13	PAINT	D	14	C	DOOR	BLUE	Wood	Negative	0	mg/cm2
138	2/22/2006 17:14	PAINT	D	14	C	DOOR FRAME	YELLOW	Wood	Negative	0.5	mg/cm2
139	2/22/2006 17:14	PAINT	D	14	A	DOOR FRAME	YELLOW	Wood	Negative	0	mg/cm2
140	2/22/2006 17:17	PAINT	D	8	A	DOOR	BLUE	Wood	Negative	0	mg/cm2
141	2/22/2006 17:17	PAINT	D	8	A	DOOR FRAME	YELLOW	Wood	Negative	0.03	mg/cm2
142	2/22/2006 17:17	PAINT	D	8	A	DOOR FRAME	BEIGE	Wood	Negative	0.01	mg/cm2
143	2/22/2006 17:22	PAINT	A	OFFICE	A	DOOR FRAME	WHITE	Wood	Negative	0.24	mg/cm2
144	2/22/2006 17:22	PAINT	A	OFFICE	A	DOOR FRAME	WHITE	Wood	Negative	0.22	mg/cm2
145	2/22/2006 17:22	PAINT	A	OFFICE	A	DOOR FRAME	WHITE	Wood	Negative	0.13	mg/cm2
146	2/22/2006 17:22	PAINT	A	OFFICE	A	WALL	WHITE	Wood	Negative	0.1	mg/cm2
147	**2/22/2006 17:23**	**PAINT**	**A**	**OFFICE**	**NURSE**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**2.8**	**mg/cm2**
148	2/22/2006 17:23	PAINT	A	OFFICE	C	DOOR FRAME	BEIGE	Wood	Negative	0.4	mg/cm2

Shot#	Time	Type	Bldg	ROOM	SIDE	COMPONENT	COLOR	SUBSTRATE	Results	Pbc	Units
149	2/22/2006 17:24	PAINT	A	OFFICE	C	DOOR FRAME	YELLOW	Wood	Negative	0.14	mg/cm2
150	**2/22/2006 17:24**	**PAINT**	**A**	**OFFICE**	**DR. HUNTER**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**2.7**	**mg/cm2**
151	**2/22/2006 17:27**	**PAINT**	**A**	**OFFICE**	**WEST SIDE**	**DOOR FRAME**	**YELLOW**	**Wood**	**Positive**	**2.1**	**mg/cm2**
152	2/22/2006 17:27	PAINT	A	OFFICE	C	DOOR FRAME	BEIGE	Wood	Negative	0.17	mg/cm2
153	2/22/2006 17:28	PAINT	A	OFFICE	C	WINDOW FRAME	WHITE	Metal	Negative	0.03	mg/cm2
154	2/22/2006 17:29	PAINT	A	OFFICE	C	WALL	WHITE	paneling	Negative	0.06	mg/cm2
155	2/22/2006 17:37	PAINT	C	K-2	A	DOOR FRAME	YELLOW	Metal	Negative	0.06	mg/cm2
156	2/22/2006 17:38	PAINT	C	K-2	A	WINDOW FRAME	BEIGE	Metal	Negative	0.02	mg/cm2
157	2/22/2006 17:39	PAINT	C	GIRL'S RR	A	WALL	YELLOW	Plaster	Negative	0.09	mg/cm2
158	2/22/2006 17:39	PAINT	C	GIRL'S RR	A	DOOR FRAME	BEIGE	Wood	Negative	0.02	mg/cm2
159	2/22/2006 17:40	PAINT	C	K-1	C	WINDOW FRAME	WHITE	Metal	Negative	0	mg/cm2
160	2/22/2006 17:40	PAINT	C	K-1	C	COLUMN	BEIGE	Wood	Negative	0.04	mg/cm2
161	2/22/2006 17:42	PAINT	C	K-1	C	DOOR	BLUE	Wood	Negative	0	mg/cm2
162	2/22/2006 17:47	PAINT			*CALIBRATE*				*Positive*	1.2	mg/cm2
163	2/22/2006 17:47	PAINT			*CALIBRATE*				*Positive*	1.2	mg/cm2
164	2/22/2006 17:47	PAINT			*CALIBRATE*				*Positive*	1.2	mg/cm2

Attachment 3

Asbestos Site Plans &
Asbestos Abatement Work Spec. Report



DEMO FLOOR PLAN - UNIT A ADMINISTRATION
1/4" = 1'-0"

MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

FLOOR PLAN - UNIT A ADMINISTRATION
1/4" = 1'-0"

NTD STICHLER ARCHITECTURE
2025 Financial Way
Suite 106
Glendora, CA 91741
(626) 963-4401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL
C.11 REMOVE EXISTING PARTITION WALL.

DOOR
F.01 REMOVE DOOR & HARDWARE. FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FINISHES. SALVAGE HARDWARE & TURN OVER TO DISTRI

DT.
F.02 REMOVE DOOR, FRAME & THRESHOLD. SALVAGE HARDWARE & TURN OVER TO DISTRICT.

F.03 REMOVE DOOR HARDWARE AND TURN OVER TO DISTRICT'S LOCKSMITH.

F.04 DOOR & FRAME TO REMAIN.

CASEWORK
M.01 REMOVE & DISPOSE BASE CABINET.

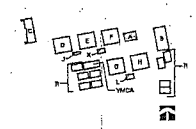
M.05 REMOVE PORTION OF LEG CASEWORK. PATCH AND REPAIR AS REQUIRED TO MATCH EXISTING.

M.08 REMOVE SHELVES AND SUPPORTS. SALVAGE FOR OWNER.

PLUMBING
M.03 REMOVE LAVATORY/ SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

LEGEND

KEY PLAN



SEAL

LICENSED ARCHITECT
JAY R. WITTLE
NO. 12288
REN. 8-30-05
STATE OF CALIFORNIA

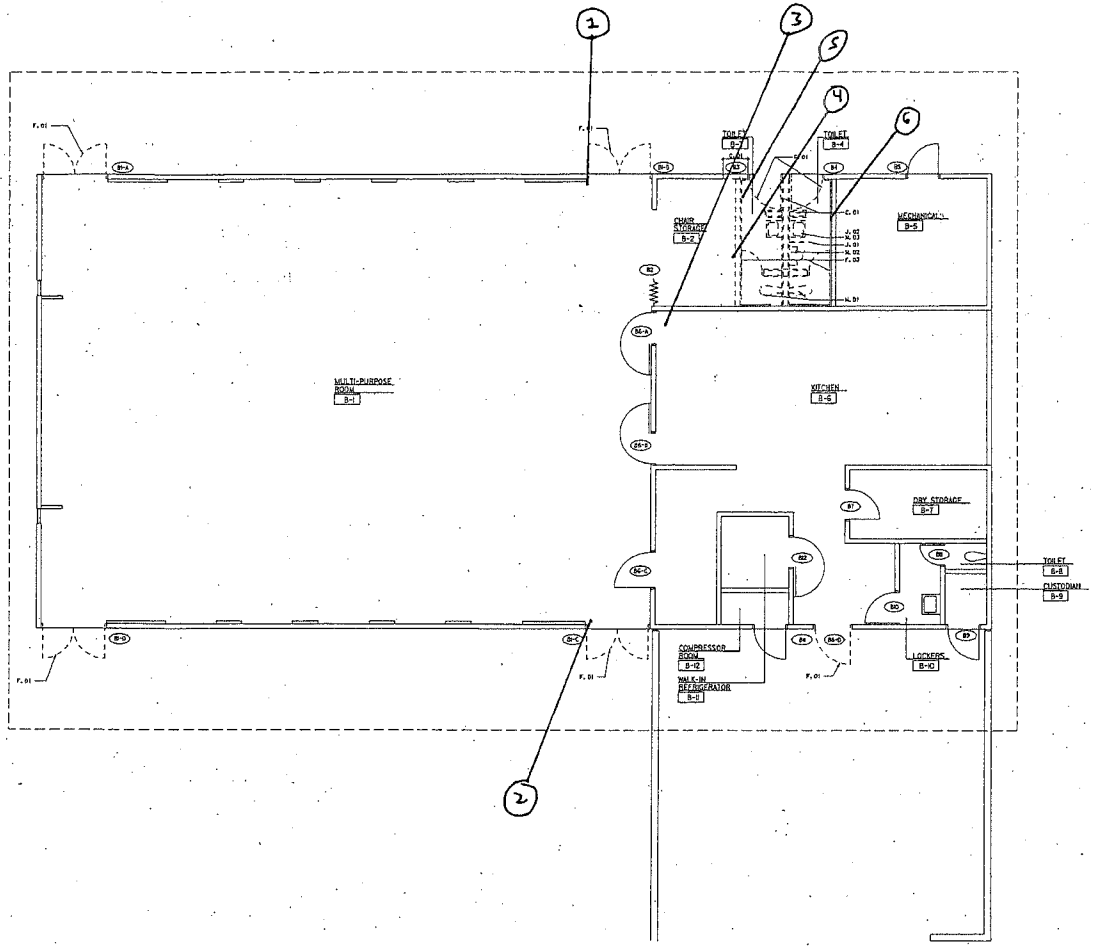
SIGNED BY
FILE 16-34
CONSTRUCTION SHOP
BUILT THE STATE ARCHITECT
OFFICE OF PROCURATION SERVICES
03 -
NO. FILE ID
DATE

PROJECT
MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE
DEMOLITION FLOOR PLAN
UNIT A
ADMINISTRATION

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	05/24/05	SCHEMATIC DESIGN		2004-098-00
	05/25/05	DESIGN DEVELOPMENT	CHECKED BY	DATE
	07/4/05	DSA SUBMITTAL		07/4/2005

DRAWING NO.
D-2.1
SHEET OF



DEMO FLOOR PLAN – UNIT B MULTI-PURPOSE

1/4" = 1'- 0"

NTD STICHLER ARCHITECTURE
2025 Financial Way
Suite 195
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com
Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL

C.01 REMOVE EXISTING STUD WALL COMPLETELY.

DOOR

F.01 STRUCK DOOR & HARDWARE - FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FIXTURES. SALVAGE HARDWARE & TURN OVER TO DISTRICT

F.03 REMOVE DOOR, HARDWARE AND TURN OVER TO DISTRICT'S LOCATION.

INTERIOR SPECIALTIES

J.01 REMOVE TOILET PARTITIONS, ANCHORS & BRACKETS. SALVAGE FOR OWNER.

J.02 REMOVE TOILET ACCESSORIES, ANCHORS AND BRACKETS. SALVAGE FOR OWNER.

PLUMBING

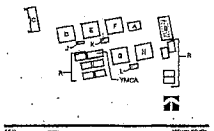
M.01 REMOVE WATER CLOSET FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.02 REMOVE URINALS(S) FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.03 REMOVE LAVATORY/ SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

LEGEND

KEY PLAN



SEAL

ACTIVITY REVISED

LICENSED ARCHITECT
JAY R. STICHLER
No. C026
EXPIRES 9-30-2006
STATE OF CALIFORNIA

DSA FILE # 56-39
DSA APPROVAL STAMP
NO CONSTRUCTION MAY PROCEED UNTIL DSA APPROVAL IS ISSUED
DSA
BY: _____
DATE: _____

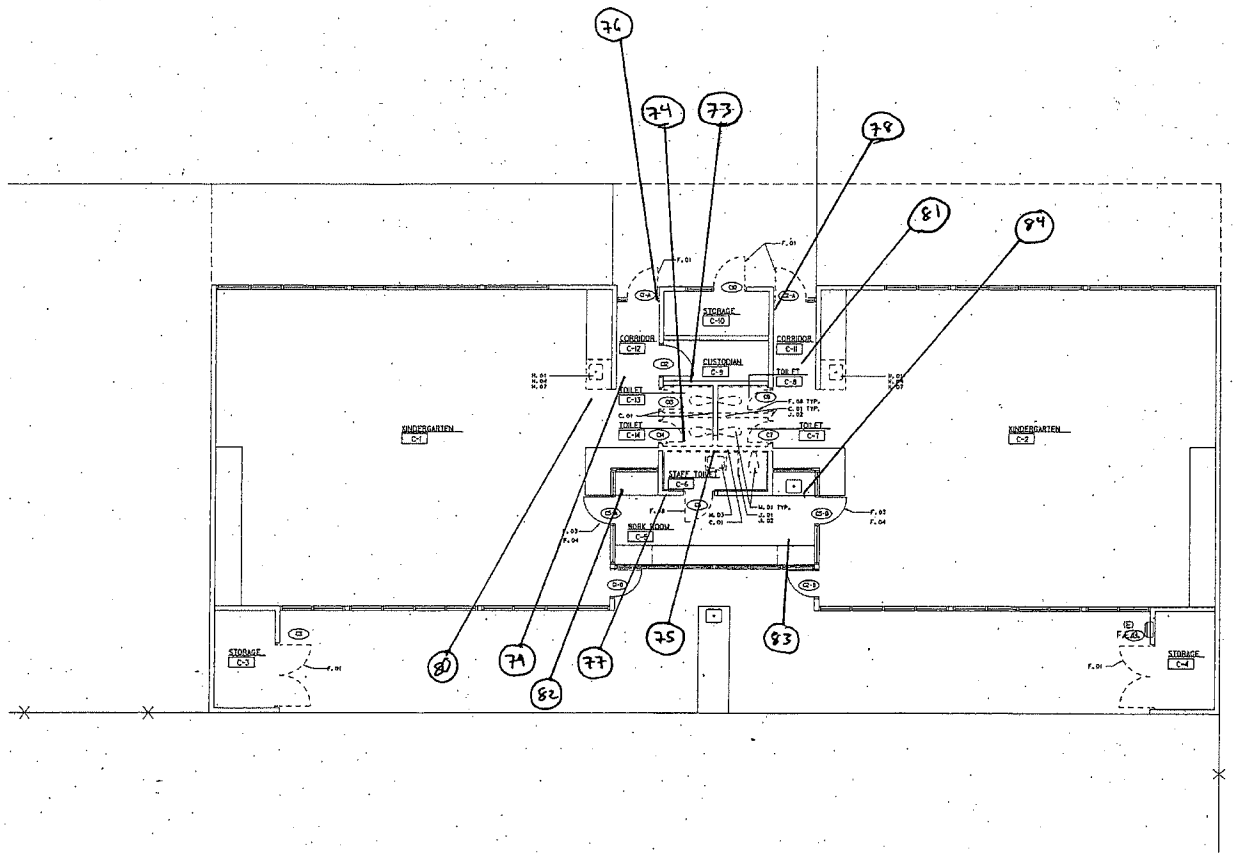
PROJECT

MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE

DEMOLITION FLOOR PLAN
UNIT B
MULTI-PURPOSE

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	02/24/05	SCHEMATIC DESIGN		2004-006-00
	05/23/05	DESIGN DEVELOPMENT	CHECKED BY	
	07/19/05	DSA SUBMITTAL		07/19/2005
	/ /		DRAWING NO.	
	/ /		D–2.2	
	/ /		SHEET	OF



DEMO FLOOR PLAN – UNIT C KINDERGARTEN

1/4" = 1'-0"

NTD STICHLER ARCHITECTURE

2025 Financial Way
Suite 106
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL
C.01 REMOVE EXISTING STUD WALL COMPLETELY.

DOOR
F.01 REMOVE DOOR & HARDWARE. FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FINISHES. SALVAGE HARDWARE & TURN OVER TO DISTRI

CT.
F.03 REMOVE DOOR HARDWARE AND TURN OVER TO DISTRICT'S LOCKSMITH.

F.04 DOOR & FRAME TO REMAIN.

CASEWORK
H.01 REMOVE & DISPOSE BASE CABINET.

H.04 REMOVE & DISPOSE COUNTERTOP WITH BACK SPLASH.

H.07 REMOVE CABINET DOOR PANEL, HARDWARE AND HINGES. SALVAGE FOR OWNER.

INTERIOR SPECIALTIES
J.01 REMOVE TOILET PARTITIONS, ANCHORS & BRACKETS. SALVAGE FOR OWNER.

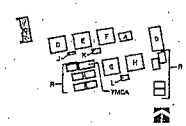
J.02 REMOVE TOILET ACCESSORIES, ANCHORS AND BRACKETS. SALVAGE FOR OWNER.

PLUMBING
M.01 REMOVE WATER CLOSET FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.03 REMOVE LAVATORY/ SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

LEGEND

KEY PLAN



SEAL

LICENSED ARCHITECT
JULIE R. TITTLE
NO. 32925
STATE OF CALIFORNIA

SIGNED PRIVER

FILE # 56-74

IDENTIFICATION STAMP
PROOF THE STATE APPROVED
OFFICE OF FIGURATION SERVICES

03 -

JC ____ FLS ____ SS ____
DATE ____

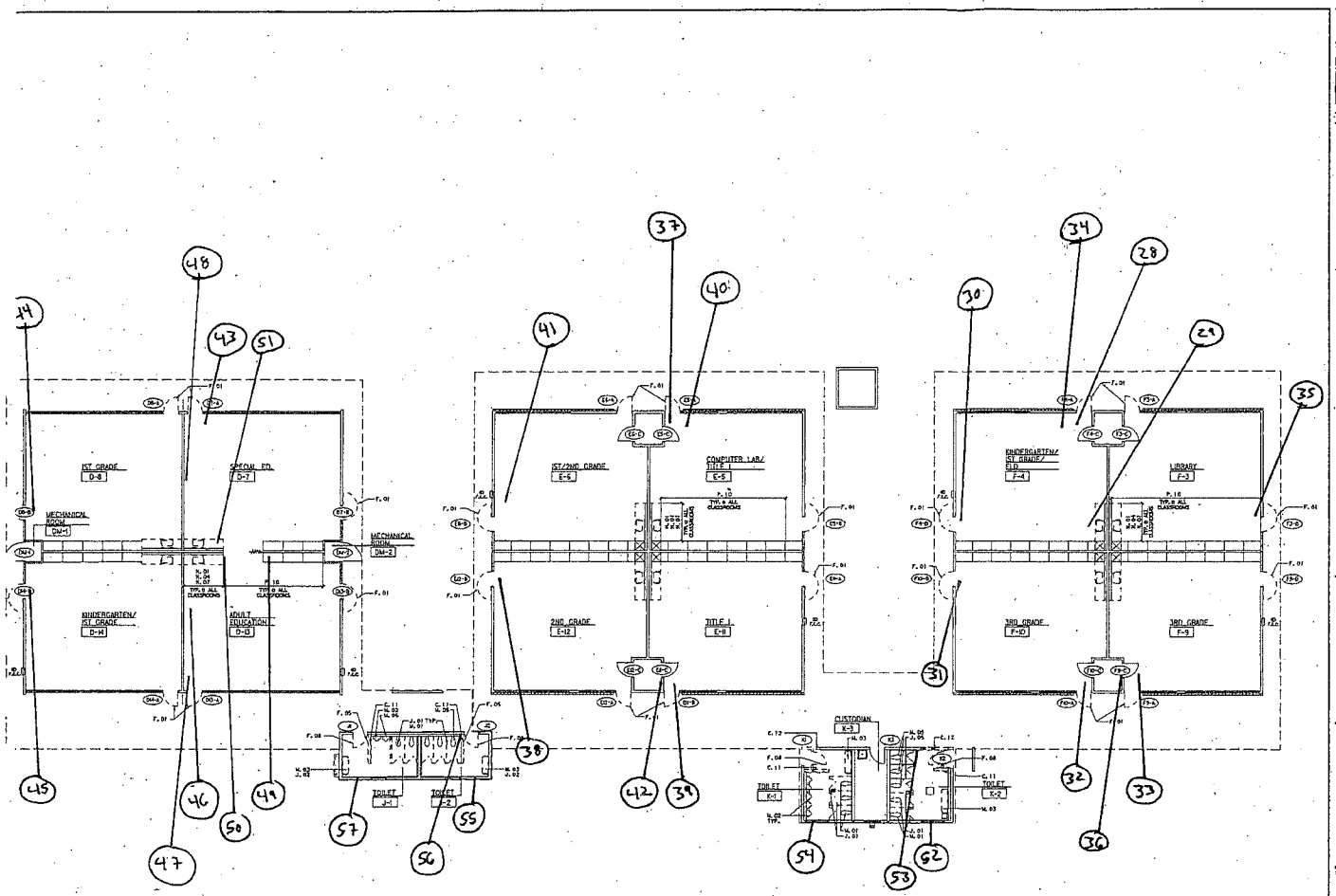
PROJECT

MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE

DEMOLITION FLOOR PLAN
UNIT C
KINDERGARTEN

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	02/04/05	SCHEMATIC DESIGN		2004-098-00
	03/06/05	DESIGN DEVELOPMENT	CHECKED BY	CLIENT
	07/11/05	DSA SUBMITTAL		07/11/2005
	/ /		DRAWING NO.	
	/ /		D-2.3	
	/ /			
	/ /		SHEET	OF



DEMO FLOOR PLANS – UNITS D, E & F – CLASSROOMS, UNITS J & K – TOILETS

1/8" = 1'-0"

NTD STICHLER ARCHITECTURE

2025 Financial Way
Suite 106
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL
C.11 REMOVE EXISTING PARTITION WALL.
C.12 REMOVE PORTION OF STUD WALL

DOOR
F.01 REMOVE DOOR & HARDWARE. FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FINISHES. SALVAGE HARDWARE & STORE PER TO OWNER
CT.
F.05 CHANGE DOOR SWING. PATCH FRAME & PREP FOR FINISHES.

CASEWORK
M.01 REMOVE & DISPOSE BASE CABINET.
M.04 REMOVE & DISPOSE COUNTERTOP WITH BACK SPLASH.
M.07 REMOVE CABINET DOOR PANEL, HARDWARE AND HINGES. SALVAGE FOR OWNER.

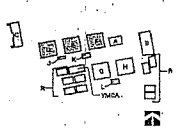
INTERIOR SPECIALTIES
J.01 REMOVE TOILET PARTITIONS, ANCHORS & BRACKETS. SALVAGE FOR OWNER.
J.02 REMOVE TOILET ACCESSORIES. ANCHORS AND BRACKETS. SALVAGE FOR OWNER.
J.05 TOILET PARTITION TO REMAIN. PROTECT DURING CONSTRUCTION. REPAIR & REFINISH.

PLUMBING
M.01 REMOVE WATER CLOSET FIXTURE AND ASSOCIATED FITTING, TYP.
M.02 REMOVE URINAL(S) FIXTURE AND ASSOCIATED FITTING, TYP.
M.03 REMOVE LAVATORY SINK FIXTURE AND ASSOCIATED FITTING, TYP.
M.05 WATER CLOSET TO REMAIN - PROTECT DURING CONSTRUCTION.
M.06 URINAL(S) TO REMAIN - PROTECT DURING CONSTRUCTION.

GENERAL
P.10 (E) CASEWORK TO REMAIN. PROTECT DURING CONSTRUCTION.

LEGEND

KEY PLAN



SEAL

ALVARADO ARCHITECTS
JOHN M. TUTTLE
No. C-30170
REN. 6-30-09
STATE OF CALIFORNIA

FILE #: 04-31 AGENCY REVIEW
REGISTERING STAMP
THIS PLAN WAS APPROVED BY THE OFFICE OF PUBLIC SCHOOL CONSTRUCTION
DSA -
BY: N/A DATE:

PROJECT
MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE
DEMOLITION FLOOR PLAN
UNITS D, E & F – CLASSROOMS
UNITS J & K – TOILETS

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	05/04/05	SCHEMATIC DESIGN		2004-109-00
	05/25/05	DESIGN DEVELOPMENT	CHECKED BY	DATE
	09/16/05	DSA SUBMITTAL		01/6/2005
	/ /		DRAWING NO.	
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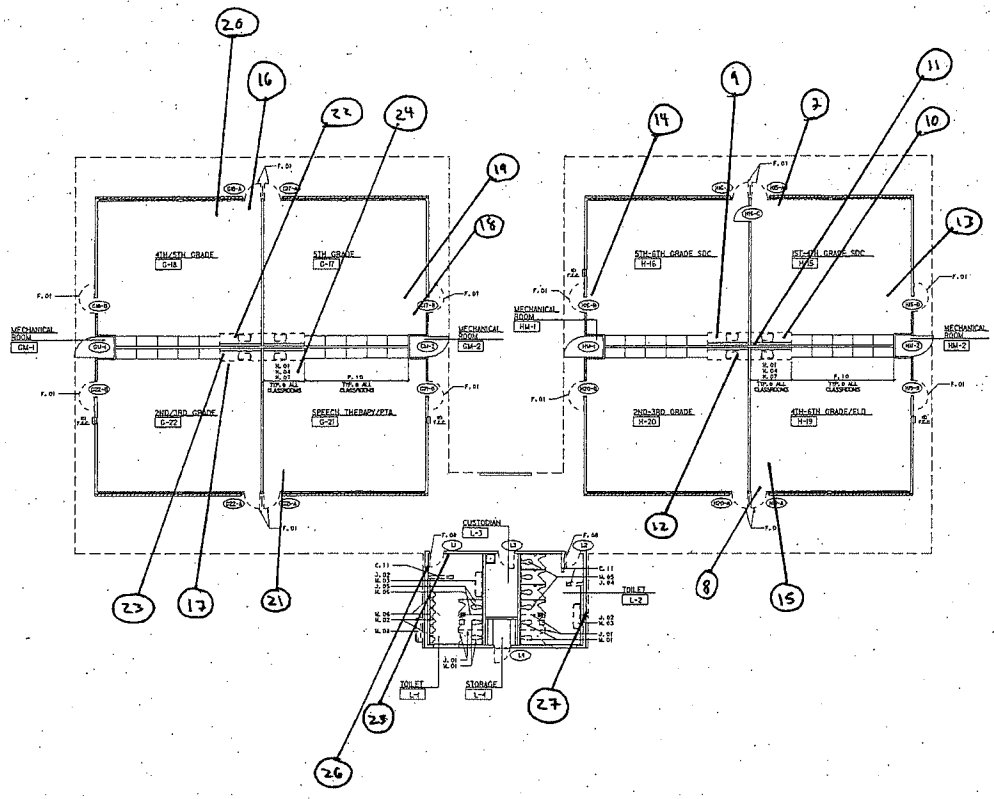
	/ /			
	/ /		SHEET	OF



DEMO FLOOR PLANS - UNITS G & H - CLASSROOMS & UNIT L - TOILET

1/8" = 1'- 0"

NTD STICHLER ARCHITECTURE

2025 Financial Way
Suite 106
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL
C.11 REMOVE EXISTING PARTITION WALL.

DOOR
F.01 REMOVE DOOR & HARDWARE. FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FINISHES. SALVAGE HARDWARE & TURN OVER TO DISTRI

CASEWORK
H.01 REMOVE & DISPOSE BASE CABINET.

H.04 REMOVE & DISPOSE COUNTERTOP WITH BACK SPLASH.

H.07 REMOVE CABINET DOOR PANEL, HARDWARE AND HINGES. SALVAGE FOR OWNER.

INTERIOR SPECIALTIES
J.01 REMOVE TOILET PARTITIONS. ANCHORS & BRACKETS. SALVAGE FOR OWNER.

J.02 REMOVE TOILET ACCESSORIES. ANCHORS AND BRACKETS. SALVAGE FOR OWNER.

J.04 REMOVE MIRROR & ANCHORS. RETURN TO OWNER OR SAVE FOR RE-INSTALLATION

J.05 TOILET PARTITION TO REMAIN. PROTECT DURING CONSTRUCTION. REPAIR & REFINISH.

PLUMBING
M.01 REMOVE WATER CLOSET FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.02 REMOVE URINALIST FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.03 REMOVE LAVATORY/ SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.05 WATER CLOSET TO REMAIN - PROTECT DURING CONSTRUCTION.

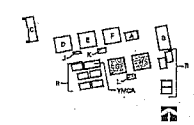
M.06 URINALIST TO REMAIN - PROTECT DURING CONSTRUCTION.

M.08 DRINKING FOUNTAIN TO REMAIN - PROTECT DURING CONSTRUCTION.

GENERAL
P.10 (E) CASEWORK TO REMAIN. PROTECT DURING CONSTRUCTION.

LEGEND

KEY PLAN



SEAL

LICENSED ARCHITECT
JAY R. STICHLER
NO. 22025
REG. 9-30-05
STATE OF CALIFORNIA

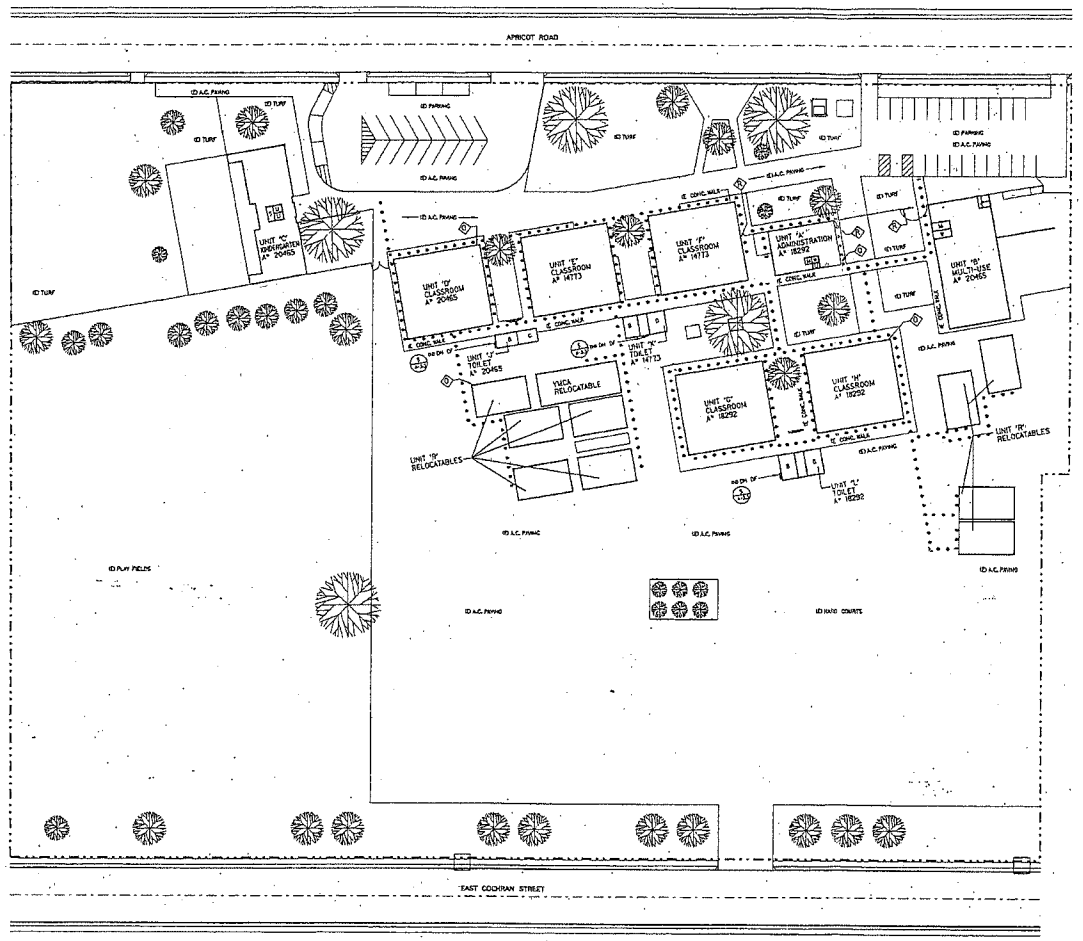
AGENCY REVIEW

FILE # 56-54
DEVELOPMENT SHOP
ONLY IN SIMI APPROVED
OFFICE OF REGULATION SERVICES
03 -
AT ___ FILE ___ SS ___
DATE ___

PROJECT
MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE
DEMOLITION FLOOR PLAN
UNITS G & H CLASSROOMS
UNIT L - TOILET

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	02/24/05	SCHEMATIC DESIGN		2204-0208-00
	02/23/05	DESIGN DEVELOPMENT	CHECKED BY	QC/DATE
	04/11/05	DSA SUBMITTAL		01/8/2005
	/ /		DRAWING NO.	
	/ /		D-2.5	
	/ /			
	/ /		SHEET	OF



SITE PLAN – SANTA SUSANA ELEMENTARY SCHOOL

1" = 30' - 0"

NTD STICHLER ARCHITECTURE
2025 Financial Way
Suite 106
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com
Auburn
Glendora
Phoenix
San Diego

KEYNOTES

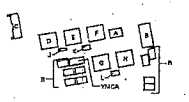
DRINKING FOUNTAIN COUNT

DRINKING FOUNTAIN REQUIRED	2
DUAL HEIGHT DRINKING FOUNTAIN PROVIDED	3

LEGEND

G	GIRLS' TOILET
B	BOYS' TOILET
U	UNISEX CHILDREN'S
S	UNISEX STAFF'S
W	WOMEN'S TOILET
M	MEN'S TOILET
DF	DRINKING FOUNTAIN
DH DF	DUAL HEIGHT DRINKING FOUNTAIN
	PATH OF TRAVEL
	SEE SIGNAGE SCHEDUL SHEET A-7.1

KEY PLAN



REGISTERED ARCHITECT
NO. 25525
DATE 8-31-05
STATE OF CALIFORNIA

SCALE: 1" = 30'-0"
ARCHITECT'S SEAL
BRUCE W. STICHLER
ARCHITECT
STATE OF CALIFORNIA
03 -
BY PLN M
DATE

PROJECT
MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE
SITE PLAN

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	05/21/05	SCHEMATIC READY		2004-0308-00
	05/25/05	DESIGN DEVELOPMENT	CHECKED BY	DATE
	07/6/05	DSA SUBMITTAL		07/6/2005
	/ /		DRAWING NO.	
	/ /			A-1.1
	/ /		SHEET	OF

SECTION 02080
HAZARDOUS MATERIALS MITIGATION, ASBESTOS

SIMI VALLEY UNIFIED SCHOOL DISTRICT,
SANTA SUSANA E.S.

MARCH, 2006

RELATED DOCUMENTS:

Drawings and general provisions of the Contract, including all general and special conditions, project binders, specification sections as provided by the client which relate to disturbance or renovation of the materials and areas described in this document.

1. QUALIFICATIONS AND DISCLOSURES

1.1. SITE INVESTIGATION

1.1.1. Contractor acknowledges that he has investigated and satisfied himself as to: a) the conditions affecting the Work, including but not limited to physical conditions of the site which may bear upon site access, handling and storage of tools and materials, access to water, electric, or other utilities that may otherwise affect performance of required activities; b) the character and quantity of all surface and subsurface materials or obstacles to be encountered in so far as this information is reasonably ascertainable from an inspection of the site, including exploratory work done by the Contractor or his designated representative, as well as information presented in Drawings and specifications included with this Contract.

1.1.2. Any failure by the Contractor to acquaint himself with available information will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the Work. The Owner is not responsible for any conclusions or interpretations made by the Contractor on the basis of the information made available by the Owner or the Owner's agents.

1.2. SITE INSPECTION

1.2.1. The Contractor shall coordinate and schedule inspections as required.

1.2.1.1. Contractor's failure to obtain approval of inspections shall not be cause for an increase in the Contract Price or Time.

1.2.1.2. In the event that any unplanned events or emergencies the Contractor agrees to pay the Owner's charges for additional services. This includes charges for the Owner's consultants, including Principal's Time, Monitoring Technician's Time, Air Samples, Bulk Samples, or other reasonable expenses as necessary for Owner to fully observe the Work and/or to protect the Owner's interests.

1.2.1.3. The Owner shall have the only discretion in regards to the consulting services required, and by accepting this contract the Contractor agrees to pay the Owner's

charges associated with emergency services, unplanned events, and/or overtime off shift work. Any such expenses incurred by Contractor shall be paid by Owner and deducted from the Contract Price.

1.2.1.4. The Owner's Hazardous Materials Consultant's fees are as described below. Overtime premiums are 1.5 times standard fees. Emergency or unplanned event premiums are 2.0 times standard fees. All time is based upon portal to portal.

• PCM Fiber Count	$25.00 each
• PLM Bulk Sample	$25.00 each
• TEM Samples	$100.00 each
• Principal's Time	$140.00 per hour
• Office Admin.	$55.00 per hour
• Monitoring Tech.	$85.00 per hour
• Per Diem	$80.00 per shift

1.3. INSURANCE

1.3.1. In addition to any insurance required by the General Conditions, the asbestos sub-contractor, at his own cost and expense, shall procure and maintain during the continuance on this Contract comprehensive bodily injury and property damage liability insurance provided by an A-rated California admitted carrier with a combined single limit of $2,000,000.00 per occurrence. The insurance policy shall provide coverage for all liability arising out of or related to the Project or to the performance of the Work and shall include asbestos and unintentional release of hazardous materials.

1.3.2. The Sub-contractor's insurance policies shall contain a 10-day Notice of Cancellation clause and shall list the following individuals and entities as Certificate holders and Additional Insured.

- Simi Valley Unified School District
- Program Management Integration
- Criterion Environmental Inc.

1.3.3. When rental equipment is to be used in abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency, and a signed letter of acknowledgement from the rental agency shall be included in the submittal package.

1.4. LICENSES AND QUALIFICATIONS

1.4.1. The Contractor, or the subcontractor performing asbestos-related work, shall at all times be registered with the State of California Carcinogen Registration Unit of the Division of Occupational Safety and Health. Expiration of a license, or the failure to timely renew licenses or registrations shall be cause for issuance of a Stop Work order until cured, and shall not be cause for an increase in the Contract Price or Time.

1.4.2. Within ten days after the issuance of the Notice to Proceed, the entity that will perform the work under this section shall submit qualifying documentation of the

successful completion in 1998 or later of demolition and asbestos/lead-related work for at least three jobs of work similar in complexity and magnitude and other qualifying information. Similar in complexity means three or more types of ACBM, existing asbestos contamination and multi-phase demolition work. Similar in magnitude means an abatement contract value in excess of $10,000.00. Documentation shall include:

1.4.2.1. A detailed description of the work performed.

1.4.2.2. The name, address, phone number and contact person for the client for which the work was done.

1.4.2.3. The name, address and phone number of the company and company representative responsible for air monitoring and site surveillance.

1.4.2.4. A record of any citations issued by Federal, State or Local regulatory agencies relating to asbestos/lead abatement activity from 1995 forward. Include projects, dates, and resolutions.

1.4.2.5. A listing of any asbestos-related legal proceedings/claims in which the Contractor (or employees) scheduled to participate in this project is currently involved in. Include the name, address and phone number of the representative for the opposing side.

1.4.3. Disqualification of Subcontractor

1.4.3.1. The asbestos subcontractor may be disqualified for any of the following reasons:

1.4.3.1.1. The subcontractor is involved in any litigation against the Owner or other litigation related to hazardous materials work with other public entities.

1.4.3.1.2. The subcontractor has defaulted on a previous contract.

1.4.3.1.3. The subcontractor exhibits a lack of competency as evidenced by a deficiency of experience as described in Paragraph 1.4 or the repeated (three rejected submittals) failure to provide an approved submittal.

1.4.3.1.4. The subcontractor has more than one serious or willful citations or stop work orders from regulatory agencies for noncompliance.

1.4.3.2. Disqualification of a subcontractor for cause as described in 1.4.3 and substitution of a qualified subcontractor by the General Contractor shall not be cause for an increase in Contract Price or Contract Time.

2. APPLICABLE STANDARDS AND GUIDELINES

2.1. GENERAL REQUIREMENTS

2.1.1. All work under this Contract shall be performed in strict accordance with all applicable Federal, State, and Local regulations, standards and codes governing demolition, asbestos abatement and any other trade.

2.1.2. The most recent edition of any relevant regulation, standard, document or code shall be in effect. Where conflict among the requirements or with these Specifications exists the most stringent requirements shall prevail.

2.1.3. Safety shall be the first and primary goal guiding the work on this project.

3. DEFINITIONS

3.1. **Abatement** - Procedures to control fiber release from asbestos/lead-containing materials. Includes removal, encapsulation, enclosure, repair, demolition and renovation activities.

3.2. **Airlock** - A system for permitting ingress and egress with minimum air movement between a contaminated area and an uncontaminated area, typically consisting of two curtained doorways separated by a distance of at least 3 feet such that one passes through one doorway into the airlock, allowing the doorway sheeting to overlap and close off the opening before proceeding through the second doorway, thereby preventing flow-through contamination.

3.3. **Air Monitoring** - The process of measuring the particulate content of a known volume of air collected during a specific period of time, and reporting as the result an accurate representation at a point in time of the concentration of asbestos, lead or other airborne contaminants in the area being monitored.

3.4. **Amended Water** - Water to which a surfactant has been added.

3.5. **Architect** - The Project Architect or their representatives.

3.6. **Asbestos containing material (ACM)** - Material composed of asbestos of any type and in an amount greater than .1% by weight, either alone or mixed with other fibrous or non-fibrous materials.

3.7. **Asbestos containing waste material** - asbestos containing material or asbestos contaminated objects requiring disposal.

3.8. **Authorized Visitor** - The Owner, Architect, representatives of either Owner or Architect, and any representative of a regulatory or other agency having jurisdiction over the Project.

3.9. **Clean room** - An uncontaminated area or room that is a part of the worker decontamination enclosure system with provisions for storage of worker's street clothes and clean protective equipment. At a minimum, the clean room shall have a shelf and

hook for each worker plus four spare clothing storage areas so that all clothing, masks and shoes can be stored off of the floor. Clean rooms shall be sized to fully accommodate the work force at all times.

3.10. **Contractor** - The General Contractor or his authorized representative, or his employees or his subcontractors or sub-subcontractors or other Contractor material or service providers. The General Contractor may elect to delegate or otherwise pass on duties or responsibilities to a subcontractor for the work performed under this section but may not relieve himself of any obligations to the Owner for full compliance with all work performed under this section.

3.11. **Curtained doorway** - A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, typically constructed by placing two overlapping sheets of plastic over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one sheet along one vertical side of the doorway and securing the vertical edge of the other sheet along the opposite vertical side of the doorway. Curtained doorways shall be constructed of a minimum thickness of 10-mil poly.

3.12. **Decontamination enclosure system** (decon) - A series of connected rooms, (five-chambers) separated from the work area and from each other by air locks, for the decontamination of workers and equipment.

3.13. **Encapsulant** - A liquid material which can be applied to asbestos/lead containing material which controls the possible release of asbestos/lead fibers from the material either by creating a membrane over the surface (bridging encapsulant) or by penetrating into the material an binding its components together (penetrating encapsulant).

3.14. **Encapsulation** - The application of an encapsulant to asbestos/lead containing material to control the release of asbestos/lead into the air.

3.15. **Enclosure** - The construction of an airtight, impermeable, permanent barrier around asbestos/lead containing material to control the release of asbestos/lead into the air.

3.16. **Equipment decontamination enclosure system** - That portion of a decontamination enclosure system designed for controlled transfer of materials and equipment into or out of the work area, typically consisting of a washroom and holding area. This area shall contain a walk-off pan for worker's to clean off their boots, and be large enough to stage materials or equipment being prepared for entry into the work area or exit through the system.

3.17. **Equipment room** - A contaminated area or room that is part of the worker decontamination enclosure system with provisions for storage of contaminated clothing and equipment.

3.18. **Facility** - Any institutional, commercial or industrial structure, installation, or building.

3.19. **Friable asbestos** - Asbestos containing material which can be crumbled to dust, when dry, under hand pressure.

3.20. **HVAC** - Heating, ventilation, and air conditioning system. This includes ducts, duct shafts or equipment chases, plaster, stucco, or gypsum enclosed plenums, partitions or studded enclosures, distribution fittings, pumps, motors, tanks, filters or filter banks, controls, raceways and other components which serve a HVAC-related function.

3.21. **HEPA filter** - A high efficiency particulate air filter capable of removing particles, 0.3 microns in diameter with 99.97% efficiency.

3.22. **HEPA vacuum** - A vacuum system equipped with HEPA filtration.

3.23. **Lead-related Work** - Includes any tasks involving lead (as defined by Title 17 CCR, Division I, Chapter 8) that can or may expose workers to lead dust or fumes above the Cal/OSHA Permissible Exposure Limit, or involving activities designed to reduce a lead hazard for a minimum of twenty years. All lead-related tasks must be performed by experienced and DHS certified workers.

3.24. **Negative pressure ventilation system** - A local pressure differential exhaust system which ensures a positive flow of air into a contaminated area from an uncontaminated area by utilizing a HEPA filtered exhaust fan to remove air from the contaminated area, thereby lowering the air pressure below that of the surrounding uncontaminated areas.

3.25. **Outside Air** - The air outside buildings and structures.

3.26. **Plasticize** - To cover floors and walls with plastic sheeting as herein specified.

3.27. **Prior Experience** - Experience required of the Contractor on asbestos/lead projects of similar nature and scope to insure capability of performing the asbestos/lead abatement in a satisfactory manner. Similarities shall be in area related to material composition, project size, abatement methods required, number of employees and the engineering work practice and personal protection controls required.

3.28. **"Regulations"** shall include but not be limited to:

3.28.1. U.S. Environmental Protection Agency Regulations for Asbestos (Title 40, Code of Federal Regulations, Part 61, Subparts A & B)

3.28.2. Title 8, California Administrative Code, General Industry Safety Orders,

3.28.3. Title 8, California Administrative Code, Construction Safety Orders

3.28.4. Title 17, California Code of Regulations, Division 1, Chapter 8

3.28.5. California Department of Health Services

3.28.6. All other current regulations promulgated and in effect as of the starting date of the Work. In all cases, the most rigorous standard shall prevail.

3.29. **Removal** - The stripping of any asbestos/lead containing materials from surfaces or components of a facility.

3.30. **Renovation** - Altering in any way one or more facility components.

3.31. **Shower room** - A room between the clean room and the equipment room in the worker decontamination enclosure with hot and cold or warm running water controllable at the tap and suitably arranged for complete showering during decontamination.

3.32. **Strip** - To take off asbestos/lead materials from any part of facility.

3.33. **Structural member** - Any load-supporting member or component of a facility, such as beams and load-supporting walls.

3.34. **Subcontractor** - The individual and/or legal entity and its sub-subcontractors and employees of the Subcontractor and sub-sub-contractors performing the work under this Section.

3.35. **Surfactant** - A chemical wetting agent added to water to improve penetration.

3.36. **Visible emissions** - Any emissions containing particulate material that are visually detectable without the aid of instruments.

3.37. **Waste transfer airlock** - a decontamination system utilized for transferring containerized waste from inside to outside of the work area.

3.38. **Wet cleaning** - The process of eliminating asbestos/lead contamination from building surfaces and objects by using cloths, mops, or other utensils which have been dampened with water and afterwards thoroughly decontaminated or disposed of as asbestos/lead contaminated waste.

3.39. **Work area** - Designated rooms, spaces, or areas of the Project in which asbestos/lead abatement actions are to be undertaken or which may become contaminated as a result of such abatement actions. A contained work area is a work area, which has been sealed, plasticized, and equipped with a decontamination enclosure system. A non-contained work area is an isolated or controlled-access work area, which has not been plasticized nor equipped with a decontamination enclosure system.

3.40. **Worker decontamination enclosure** - A decontamination system consisting of a clean room, a shower room, and an equipment room separated from each other and from the work area with airlocks and curtained doorways

4. SCOPE OF WORK

The School Project includes limited general renovation and interior improvements, including removal of selected interior walls, doors, windows, ceilings and fixtures. Activities or work on this project impacting or potentially impacting any materials or components listed in the inspection are included in and governed by this specification

The scope covered herein is for asbestos containing materials (ACM) and Presumed Asbestos Containing Materials (PACM) abatement and/or mitigation.

The abatement tasks shall be performed in advance of any activities or work on this project impacting or potentially impacting any ACM or PACM listed in the inspection.

Asbestos Survey Findings and Summary: A limited asbestos survey of the Santa Susana E.S. located at 4300 Apricot Road was conducted on February 22, 2006 by Criterion Environmental Inc. of Ventura, CA. The survey and applicable lab data, plot plans and other data are provided in CEI's report entitled "Limited Asbestos and Lead Survey" dated March 28,2006. This report is attached and was used to identify areas of anticipated impact to AMC or PACM as part of this project. The survey was limited to the areas of proposed renovation, primarily the interior classrooms, and restrooms.

The following is a summary of asbestos containing materials (ACM) which have been identified on site through previous testing, or are Presumed ACM (PACM) based on visual inspection or sampling of similar materials in adjacent areas:

IDENTIFIED ASBESTOS CONTAINING MATERIALS (ACM):

9" x 9" Vinyl floor tiles and Mastic

The bulk samples indicated asbestos in concentrations above the regulatory definition of greater than or equal to 1% by weight using the Polarized Light Microscopy (PLM) method. 9" x 9" vinyl floor tiles and mastic were found in the following locations:

- Unit H – Classroom Building (Throughout rooms underneath carpet)
- Unit G – Classroom Building (Throughout rooms underneath carpet)
- Unit F – Classroom Building (Throughout rooms underneath carpet and in various entry ways; *black mastic throughout building*)
- Unit E – Classroom Building (Throughout rooms underneath carpet and in various entry ways)
- Unit D – Classroom Building (Throughout rooms underneath carpet and in various entry ways)
- Unit A – Administrative Building (Throughout various rooms underneath carpet, including the staff room)
- Unit C – Kindergarten Building (Throughout rooms underneath carpet and work room)

12" x 12" Vinyl floor tiles and Mastic

The bulk samples indicated asbestos in concentrations above the regulatory definition of greater than or equal to 1% by weight using the Polarized Light Microscopy (PLM) method. 12" x 12" vinyl floor tiles and mastic was found in the following location:

- Unit A – Administrative Building (Nurse's room)

Drywall and Joint Compound

The bulk samples collected from the indicated asbestos in concentrations above the regulatory definition of greater than or equal to 1% by weight using the Polarized Light Microscopy (PLM) method in the Joint Compound only. Drywall and Joint Compound was found in the following locations:

- Unit C – Kindergarten Building (Throughout interior walls)
- Unit D – Classroom Building (Throughout interior walls)

Survey Limitations and Notes: It is important to note that this specification is based on limited survey data taken from visual inspection and bulk samples from accessible areas only. No destructive openings were conducted to inspect inside walls, under floors or above hard ceilings. If suspect materials are encountered that have not been previously sampled, the contractor shall stop work in the area and contact the Environmental consultant to sample or make a visual determination as to the potential for asbestos.

5. DESCRIPTION OF GENERAL WORK PARAMETERS

5.1. The Work specified herein shall include the removal of known asbestos containing materials (ACM) and presumed asbestos containing materials (PACM) which may be encountered during the ADA Transition Project.

5.2. All work shall be performed by competent (AHERA- certified) persons trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos-containing materials and the subsequent cleaning of asbestos contaminated areas.

5.3. The asbestos subcontractor shall employ an experienced, competent superintendent and necessary assistants who shall be in attendance at the Project site full time during the progress of the Work until the date of Substantial Completion and for such additional time thereafter as the Owner may deem necessary for the expeditious completion of the Work.

5.3.1. The superintendent shall be satisfactory to the Owner and shall not be changed without the consent of the Owner, unless the superintendent proves to be unsatisfactory to the Contractor or ceases to be in his employ.

5.3.2. The superintendent shall be certified as a Competent Person and shall have a minimum of five years' experience managing asbestos mitigation projects similar in complexity and magnitude to the work to be performed under this section.

5.4. The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the Work in accordance with all applicable Federal, State and Local regulations, these Specifications and the other Contract documents. Under all circumstances statutory regulation shall prevail in a discrepancy between these Specifications and Federal, State or Local regulation. In case of conflicting or contradictory requirements, the General Provisions of the Contract shall prevail over the specific provisions within this Section, except that in all cases, the most rigorous provision shall prevail.

5.5. The Contractor is responsible for protection of all areas utilized during the performance of the Work to ensure the safety of persons and to avoid any increase in expense to the Owner to accomplish the subsequent work comprising the Project.

5.6. Remove, transport and dispose of all waste as asbestos hazardous waste.

5.6.1. Contractor shall be responsible for all profiling and characterization of materials scheduled for disposal off site and shall submit a letter of acknowledgement and acceptance from any landfill proposed to receive such waste.

5.6.1.1. For all proposed landfills, Contractor shall submit for approval all pertinent documentation establishing the capacity of such landfills to accept designated waste for permanent disposal.

5.6.1.2. Should any qualified landfill be rejected by Owner, Owner shall issue a change order for Contractor's increased out-of-pocket expense for transportation and disposal. There shall be no other change in the Contract price or time for a change initiated pursuant to this paragraph.

5.7. The District shall pay for water consumption utilized on the Project. The water supply shall be able to be shut off in a clean area and hoses attached to run into the contained area or decon for use. No leaks shall be permitted at any time in hoses or fittings. Contractor shall have spare washers and fittings available at all times.

6. SUBMITTALS, NOTIFICATIONS AND DOCUMENTATION

6.1. INITIAL SUBMITTAL

6.1.1. The submittal shall be bound, with a detailed table of contents, numbered pages and each underlined section shall be tabbed.

6.1.1.1. All components of the submittal shall be site specific; general company policies or generic plans shall be deemed non-responsive.

6.1.1.2. A complete and approved submittal package is required before beginning any work covered under this Section.

6.1.2. At a minimum the submittal will include, in the following order, the following sections:

6.1.2.1. Licenses, Insurance Certificates and Notifications

6.1.2.1.1. A copy of required state licenses, state registrations and any additional licenses or registrations required to perform the Work.

6.1.2.1.2. Contractor's insurance certificates evidencing coverage as required by the Contract Documents.

6.1.2.1.3. A copy of the 10-day notification to the Air Pollution Control District and a copy of the check tendered for associated notification fees.

6.1.2.1.4. A copy of the 24-hour temporary job site notification to the California Division of Occupational Safety and Heath.

6.1.2.1.5. Copies of correspondence notifying fire, emergency and police of the project dates, access and pertinent access constraints, and a statement of acknowledgement from the recipients of such correspondence.

6.1.2.1.6. Landfill licenses, certifications and insurance.

6.1.2.1.7. Submit for approval, a copy of a pro-forma Uniform Hazardous Waste Manifest.

6.1.2.1.8. Contractor's form of daily progress report shall be included within the submittal package for approval as to format.

6.1.2.1.9. For all information and documents required subsequent to commencement of work, provide under the section tab Other Project Documentation a sample of all logs, forms, registers or other documents that will be utilized throughout the Project for approval as to format.

6.1.2.2. Safety Plan

6.1.2.2.1. The Safety Plan shall be site specific for this Project.

6.1.2.2.2. Contractor shall identify potential hazards at this job site and describe actions or responses that will effectively mitigate such hazards. Specific items, at a minimum, shall include:

6.1.2.2.2.1. Include potential hazards related to electricity, slipping, lifting, accumulated debris, lowering removed materials, contaminated attic insulation, etc.

6.1.2.2.2.2. Describe frequency and manner of safety meetings and orientation for personnel on the site.

6.1.2.2.2.3. Post in the clean room area of the worker decontamination enclosure a list containing the names, addresses, and telephone numbers of the Subcontractor, the Building Contractor, the Asbestos Project Manager, the General Superintendent, the Air Sampling

Professionals, the testing laboratory and any other personnel who may be required to assist during abatement activities.

6.1.2.3. Emergency Plan

6.1.2.3.1. Emergency planning and procedures shall be developed by the Contractor that are site specific to this Project

6.1.2.3.2. Emergency procedures shall be in written form and prominently posted in the clean change area and equipment room of the worker decontamination area. Prior to entering the work area all persons must read and sign these procedures to acknowledge receipt and understanding of work site layout, location of emergency exits and emergency procedures.

6.1.2.3.3. Emergency planning shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule and layout of work area, and particularly barriers that may affect response capabilities.

6.1.2.3.4. Employees shall be trained in evacuation procedures in the event of workplace emergencies.

6.1.2.3.5. For non-life-threatening situations - employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the workplace to obtain proper medical treatment.

6.1.2.3.6. For life-threatening injury or illness, worker decontamination shall take least priority. After measures to stabilize the injured worker, remove him from the workplace and secure proper medical treatment.

6.1.2.3.7. Telephone numbers of all emergency response personnel shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone.

6.1.2.4. Site Security Plan

6.1.2.4.1. Contractor shall prepare and implement a site-specific security plan that addresses, at a minimum, elements described in paragraph **6.1.2.4**.

6.1.2.4.2. The site shall be secured at all levels of access and security shall be the sole responsibility of the Contractor.

6.1.2.4.3. The Project site is to be restricted only to authorized, trained and appropriately protected personnel. Such persons shall include the Contractor's employees, employees of Sub-subcontractors, Owner employees and representatives, State and Local inspectors and any other designated individuals.

6.1.2.4.4. A list of authorized personnel shall be established prior to job start by Contractor, augmented by names furnished by the Owner and posted in the Contractor's temporary job site office.

6.1.2.4.5. The Contractor shall report entry by unauthorized individuals immediately to the Owner.

6.1.2.4.6. A logbook shall be maintained in the clean-room area of the worker decontamination system. Anyone who enters the controlled work areas must record name, affiliation, time in, and time out for each entry.

6.1.2.4.7. Access to controlled work areas shall be through a single worker decontamination system located as approved in the work plan. Except for waste removal routes and emergency exits, all other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the work area (other than emergency exits).

6.1.2.4.7.1. The waste disposal routes shall be sealed except during the removal of waste from the work areas.

6.1.2.4.7.2. Emergency exits shall not be locked from the inside, but shall be sealed with polyethylene sheeting and tape until needed. Emergency exits shall be clearly designated and emergency pathways delineated.

6.1.2.4.8. Contractor shall be responsible for site security throughout the job, including weekends and off-hours.

6.1.2.4.8.1. Contractor shall ensure that negative air machines remain operating within design parameters twenty-four hours a day throughout the work effort.

6.1.2.4.8.2. Unscheduled inspections during off-hours or weekends by Owner shall be treated as Unplanned Events if they result in the discovery of the loss of negative pressure or other safety hazards.

6.1.2.5. Employee Certifications

6.1.2.5.1. Each employee on site shall maintain proof of identification while on site, including picture identification, and present such identification to the Owner when requested.

6.1.2.5.2. Submit current and legible copies of all appropriate documents certifying that the Contractor's employees, including foremen, supervisors, and any other company personnel or agents have received adequate asbestos training that includes, at a minimum; training at an EPA approved AHERA training center not affiliated with the Contractor.

6.1.2.5.3. Submit documentation from physician that all employees or agents who may be exposed to airborne asbestos have been approved for and are physically capable of working while wearing the respirator required

without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required by California DOSH regulations.

6.1.2.5.4. Employee submittals shall be presented, in alphabetical order, with each employee's training certificate, medical report, and a fit test certificate stapled together in the same order. Each employee on site shall present proof of identification including picture identification.

6.1.2.5.5. Each employee shall wear an identification badge at all times while on site, including first and last name. Nametags shall be encased in washable plastic, type size not less 24, Arial font. Any employee not wearing such identification may be immediately barred from the site.

6.2. ADDITIONAL SUBMITTALS

6.2.1. Maintain daily progress reports detailing abatement activities. Include review of progress with respect to established milestones and schedules, problems and action taken, injury reports, and equipment breakdowns.

6.2.1.1. It shall be Contractor's responsibility to provide a copy of each daily report, signed by Contractor's on site representative, to the Owner not later than 10:00 a.m. the following working day.

6.2.1.2. In the event of non-compliance, Owner may issue a Stop Work Order until such time as the Contractor becomes current.

6.2.1.2.1. Contractor shall not be entitled to time extensions for delay resulting from non-compliance in this element of the Contract.

POST ABATEMENT SUBMITTALS

6.2.2. Submit, prior to final acceptance of the Work in this Section, separately and in addition to the requirements of other sections, copies of all approved, executed, Uniform Hazardous Waste Manifests for materials covered in this section.

6.2.3. Submit, prior to final acceptance of the Work in this section, copies of daily entry logbooks with the record of worker and visitor access.

6.3. Contractor shall provide three (3) copies of the initial submittal package to the Owner for initial review and comments.

6.3.1.1. Owner will return one copy of the initial submittal, either approved, approved with comments, or disapproved with comments, within five working days following receipt of the submittal in Owner's office.

6.3.1.2. Contractor shall incorporate a full and satisfactory response to Owner's comments into the submittal and return it to the Owner within five working days.

6.3.1.3. Owner shall review and either approve the submittal or return it for compliance with Owner's initial submittal comments within five working days.

6.3.1.4. The process described in paragraphs **6.3** shall be repeated until the submittal is approved, or as described in paragraph **1.4.**

6.3.1.5. Contractor shall not be entitled to additional payment or time extensions resulting from a disapproved submittal.

7. PRE-START MEETING

7.1. The Contractor shall attend a mandatory pre-abatement job meeting. The Contractor's representatives, along with consulting and monitoring personnel who will actually participate in the program shall attend this meeting.

7.2. The Subcontractor and supervisory personnel who will provide on-site direction of the abatement activities must attend. The specific supervisor or foreman who will manage the job full time shall also be present at this meeting.

7.3. Before this meeting the Contractor shall provide all submittals as required under **Section 02080**, and shall have received approval of the submittal package in its entirety. In addition, he shall be prepared to review or provide detailed information concerning:

7.3.1. Preparation of work area.

7.3.2. Personal protective equipment including respiratory protection and protective clothing.

7.3.3. Employees who will participate in the project, including delineation of experience, training, and assigned responsibilities during the project.

7.3.4. Decontamination procedures for personnel, work area and equipment.

7.3.5. Abatement methods and procedures to be utilized.

7.3.6. Procedures for handling and disposing of waste materials.

7.3.7. Procedures for final decontamination and cleanup.

7.3.8. A sequence of work and performance schedule.

7.3.9. Procedures for dealing with health emergencies.

8. MATERIALS AND EQUIPMENT

8.1. MATERIALS

8.1.1. General

8.1.1.1. Deliver all materials in the original packages, containers, or bundles bearing the name of the manufacturer and brand name.

8.1.1.2. Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.

8.1.1.3. Damaged, deteriorating or previously used materials shall not be used and shall be removed from the work site and disposed of properly.

8.1.1.4. Unless otherwise specified, or an alternative clearly described and approved by the Owner, a minimum of two layers of polyethylene sheeting shall be used for walls and floors and shall be a minimum of 6-mil thick. For all other uses sheeting of at least 6-mil thickness shall be used in widths selected to minimize the frequency of joints.

8.1.1.5. Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws or other effective procedures capable of sealing adjacent sheets of polyethylene and capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions (including the use of amended water).

8.1.1.6. Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color and shall be a minimum of 6-mil thick.

8.1.1.7. Disposal bags shall be of 6-mil polyethylene, preprinted with labels as required by EPA regulation 40 CFR 61.152 (b)(i)(iv), applicable Cal-OSHA requirements and requirements of any other regulating agencies.

8.1.1.8. Stick-on labels as per EPA or Cal-OSHA requirements for disposal drums and bags.

8.1.1.9. Warning signs as required by Cal-OSHA.

8.1.2. Removal

8.1.2.1. Surfactant (wetting agent) shall be a 50-50 mixture of polyoxyethylene ether and polyoxyethylene ester, or equivalent; mixed in a proportion of I fluid ounce to 5 gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56-"Surface and Interfacial Tension of Solutions of Surface Active Agents.") Where work

area temperature may cause freezing of the amended water solution, the addition of ethylene glycol in amount sufficient to prevent freezing is permitted.

8.1.3. Encapsulation

8.1.3.1. Encapsulation materials shall be lockdown type.

8.1.3.1.1. Encapsulation should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons.

8.1.3.1.2. Encapsulant shall not be flammable.

8.1.4. Enclosure

8.1.4.1. Enclosure materials shall conform to the following characteristics.

8.1.4.2. The enclosures shall be constructed of materials such that when the enclosure is completed there is limited potential for impact damage to the enclosure and no potential for fiber release.

8.2. EQUIPMENT

8.2.1. All HEPA filtered equipment shall be brought on site clean and open for inspection by the Owner. New HEPA filters shall be provided and installed on site following inspection.

8.2.1.1. A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI 29.2-79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-83-002 Guidance for Controlling Friable Asbestos-Containing Materials in Buildings Appendix F: Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement, and shall be utilized so as to provide one workplace air change every 15 minutes.

8.2.1.1.1. Submit calculations to the Owner documenting a sufficient number of negative pressure machines plus one extra machine for each three machines as a backup. Apply a factor of .8 to each machine's rated capacity.

8.2.1.1.2. Machines shall exhaust to the exterior of the building. Exterior openings shall be fitted with a manifold constructed of plywood with sheet metal collars the same diameter as the machine exhaust tubing. Exhaust tubing shall be adequately fastened to the collars to prevent disruption of the negative air system.

8.2.1.1.3. In each work area under negative pressure, continuous pressure differential recording equipment shall record the atmospheric pressure within the contained area. The record shall be attached to each daily job log.

8.2.1.1.4. In the event negative pressure is lost within any given contained area, all work shall cease until negative pressure is restored.

8.2.1.2. Full body disposable protective clothing, including head, body, and foot coverings shall be provided to all workers and authorized visitors in sizes adequate to accommodate movement without tearing.

8.2.1.3. Additional safety equipment (e.g. hard hats, eye protection, disposable gloves, rubber boots), as necessary, shall be provided to all workers and authorized visitors.

8.2.2. Removal

8.2.2.1. A sufficient supply of scaffolds, ladders, lifts, and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed.

8.2.2.2. Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.

8.2.2.3. Rubber dustpans and rubber squeegees shall be provided for cleanup.

8.2.2.4. Brushes utilized for removing loose asbestos/lead containing material shall have nylon or fiber bristles, not metal.

8.2.2.5. A sufficient supply of HEPA-filtered vacuum systems shall be available during cleanup.

8.2.3. Encapsulation

8.2.3.1. Encapsulant shall be sprayed using airless spray equipment. Nozzle pressure should be adjustable within the 400 to 1500-psi ranges. Application pressures shall be determined by the encapsulant's viscosity and solids content. Tip size and pressure shall also conform to manufacturer's recommendations.

8.2.3.2. The nature of the encapsulant may effect the requirements for respiratory and dermal protection.

8.2.3.3. Overspray from encapsulants shall be cleaned from all fixtures and equipment remaining in the work area.

8.2.3.4. Encapsulants shall be applied in accordance with all manufacturers' recommendations.

8.3. SUBSTITUTIONS

8.3.1. Approval Required

8.3.1.1. The Contract is based on the materials, equipment and methods described in the Contract Documents.

8.3.1.2. The Owner will consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner to evaluate the proposed substitution.

8.3.1.3. Do not substitute materials, equipment or methods unless the Owner has specifically approved such substitution for this Work.

8.3.2. "Or equal"

8.3.2.1. Where the phrase "or equal" or "or equal as approved by the Architect" occurs in the Contract Document, do not assume that materials, equipment or methods will be approved by the Architect unless the item has been specifically approved for this Work by the Architect.

8.3.2.2. The decision of the Owner shall be final.

8.3.3. Availability of specified items

8.3.3.1. Verify prior to bidding that all specified items will be available, in sufficient quantities, in time for use or installation during orderly and timely progress of the Work, and in compliance with the Contract scheduling requirements.

8.3.3.2. In the event that specified items will not be so available, notify the Owner prior to mobilizing the job.

8.3.3.3. Costs of delays because of non-availability of specified items, when the Contractor could have avoided such delays, will be back-charged as necessary and shall not be borne by the Owner.

9. PREPARATION

9.1. TEMPORARY POWER

9.1.1. Contractor shall insure a safe installation (including ground faulting) of temporary power sources and equipment, and;

9.1.1.1. Compliance with all applicable electrical code requirements and Cal-OSHA requirements for temporary electrical systems.

9.1.1.2. Compliance with all Air Pollution Control Department requirements for stationary power sources.

9.1.1.3. Compliance with all Fire Department requirements related to combustible fuel storage and usage

9.1.1.4. Reasonably minimizing the effects of generator noise.

9.1.2. The temporary electrical service shall be sized to provide 150% of the maximum demand of the Contractor's equipment that will remain in service during the

performance of the Project. Contractor shall provide a power distribution schedule and amperage calculation for all electrical devices to be used.

9.1.3. Contractor shall ensure that all power cords are free of cuts, nicks or other damage. Power cords shall not be allowed to gather or coil where they may create a trip hazard. Power cords repaired with duct tape will not be permitted inside contained areas.

9.1.3.1. The Contractor shall provide a temporary power system of sufficient capacity to provide for the electrical demand for work to be performed under **02080.**

9.1.4. Contractor shall provide stationary temporary lighting, meeting minimum OSHA standards, sufficient to safely perform the Work and for Owner to clearly observe the Work without having to use a flashlight or hand held drop lights.

9.1.4.1. The temporary lighting system shall be maintained throughout all areas of the work area for the duration of the Project, and not relocated as the work progresses.

9.2. WORK AREAS

9.2.1. Contractor shall post caution signs meeting the specifications of Cal-OSHA General Industry Safety Order Section 5208 at any location and approaches to a location where airborne concentrations of asbestos may exceed ambient background levels. Signs shall be posted at a distance sufficiently far enough away from the work area to permit an employee to read the sign and take the necessary protective measures to avoid exposure. Additional signs may need to be posted following construction of workplace enclosure barriers.

9.2.2. Pre-clean all surfaces as described in the approved submittal Work Plan in the work area using HEPA-filtered vacuums and/or wet cleaning methods. Do not use any methods that would raise dust such as dry sweeping or vacuuming with equipment not equipped with HEPA filters. Do not disturb asbestos-containing materials during the pre-cleaning stage.

9.2.3. Seal off all windows, doorways, corridor entrances, drains, electrical devices, ducts, grills, grates, diffusers, skylights and any other openings between the work area and uncontaminated areas outside of the work area (including the outside of the building, tunnels, and crawl spaces) with 6-mil polyethylene sheeting and tape.

9.2.4. Unless otherwise specified, or a substitution alternative clearly described and approved in Contractor's Work Plan by the Owner, a minimum of two layers of polyethylene sheeting shall be used for walls and floors and shall be a minimum of 6-mil thick. For all other uses sheeting of at least 6-mil thickness shall be used in widths selected to minimize the frequency of joints.

9.2.4.1. Floor shall be covered with two layers of 6-mil (minimum) sheeting.

9.2.4.2. Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential

for water to penetrate to the flooring material. A distance of at least 6 feet between seams is sufficient. Do not locate any seams at wall/floor joints.

9.2.4.3. Floor sheeting shall extend at least 12" up the sidewalls of the work area.

9.2.4.4. Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of material.

9.2.5. Unless otherwise specified, cover walls in the work area with polyethylene sheeting.

9.2.5.1. Unless otherwise specified, walls shall be covered with a minimum of two layers of 6-mil polyethylene sheeting.

9.2.5.2. Tops of partition walls that do not extend to the ceiling above shall be completely sealed to prevent water or contaminated waste from entering the wall cavities.

9.2.5.3. Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least six feet.

9.2.5.4. Wall sheeting shall overlap floor sheeting by at least 12 inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.

9.2.5.5. Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This will require additional support/attachment when negative pressure ventilation systems are utilized. Corners shall be tight and neat, able to resist hand pressure.

9.3. DECONTAMINATION SYSTEMS

9.3.1. Worker decontamination enclosure system shall be provided at all where workers will enter or exit the work area. One system at a single location for each contained work area is required. These systems may consist of existing rooms outside of the work area, if the layout is appropriate, that can be enclosed in plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.

9.3.2. Plans for construction, including materials and layout, shall be submitted as shop drawings and approved, in writing, by the Owner prior to work initiation. Worker decontamination enclosure systems constructed at the worksite shall utilize 6 mil opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, prefabricated units, if used, must be submitted for the Owner's approval. Plans must include floor plans with dimensions, materials, size, thickness, plumbing and electrical utilities. The decon shall be sufficiently large to use as a bag-out station, or a separate three stage bag out station may be constructed.

9.3.3. The worker decontamination enclosure system shall consist of at least a clean room, a shower room, and an equipment room, each separated from the other and from the work area by airlock.

9.3.4. Access between any two rooms in the decontamination enclosure system shall be through an airlock with at least 3 feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.

9.3.5. Clean room shall be sized to adequately accommodate the work crew. Benches shall be provided as well as hooks for hanging up street clothes. (Lockers may be provided for valuables, however, workers may be requested to secure valuables in their cars). Shelves for storing respirators shall also be provided in this area. Clean work clothes (if required under disposable clothing), clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided for in adequate supply at the clean room. A location for posting notices shall also be provided in this area. Whenever possible, a locking door shall be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided as necessary for comfort. This space shall not be used for storage of tools, equipment or materials, (except as specifically designated) or as office space.

9.3.6. Shower room shall contain one or more showers as necessary to adequately accommodate workers. Each showerhead shall be supplied with tempered water. The shower enclosure shall be constructed to ensure against leakage of any kind. An adequate supply of soap, shampoo, finger brushes and towels shall be supplied by the Contractor and available at all times. Shower water and other contaminated water shall be drained, collected and filtered through a minimum 3-stage system with at least 0.5 - 1.0 micron particle size collection capability. (Note: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles). Filtered water shall be contained in a drum in the clean room until the end of the work shift, when it shall be re-pumped through the 3-stage filter to a location approved by Owner.

9.3.6.1. The property is an environmentally sensitive site, particularly with respect to water disposal. No water of any type shall be allowed to drain upon the surface of the site.

9.3.7. The equipment room shall be used for storage of equipment and tools at the end of a shift after they have been decontaminated using a HEPA filtered vacuum and /or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here as needed. A walk-off pan (a small children's swimming pool or equivalent filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled 6-mil polyethylene bag for collection of disposable clothing shall be located in this room. Contaminated footwear (e.g., rubber boots, other reusable footwear) shall be stored in this area for re-use the following workday.

9.4. WASTE DISPOSAL SYSTEMS

9.4.1. The waste container pass-out airlock shall be constructed at a location away from the worker decontamination enclosure system. The bag-out station shall be located at the point nearest where the waste disposal containers are located.

9.4.2. This airlock system shall consist of an airlock, a container staging area and another airlock with access to outside the work area.

9.4.3. The waste container pass-out airlock shall be constructed in similar fashion to the worker decontamination enclosure system using similar materials and airlock and curtain doorway designs.

9.4.4. This airlock system shall not be used to enter or exit the work site.

9.4.5. The worker decontamination system may be used as a bag-out system with prior written approval from the Owner.

9.4.6. Emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy location from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting, which can be cut to permit egress if needed. These exits may be the worker decontamination enclosure, the waste pass-out airlock and/or other alternative exits satisfactory to fire officials.

9.5. ISOLATION OF WORK AREAS

9.5.1. The contaminated work area shall be separated from uncontaminated, occupied areas of the building by the construction of airtight barriers.

9.5.2. Walls shall be constructed of wood or metal framing to support barriers in all openings greater than 4' x 8'.

9.5.3. A sheathing material (plywood, drywall) of at least 3/8" thickness shall be applied to working side of barrier.

9.5.4. Cover both sides of partition with a double layer of 6-mil polyethylene sheeting with staggered joints and seal in place.

9.5.5. Caulk edges of partition at floor, ceiling, walls and fixtures to form an airtight seal.

9.6. MAINTENANCE OF SYSTEMS

9.6.1. Following completion of the construction of all polyethylene barriers and decontamination system enclosures, allow overnight settling to insure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.

9.6.2. All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock, and at partitions

constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations in the daily project log.

9.6.3. Damage and defects in the enclosure system are to be repaired immediately upon discovery at any time.

9.6.4. Use smoke tubes to test the effectiveness of the barrier system when directed by the Owner.

9.6.5. At any time during the abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.

9.6.6. If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is higher) work shall immediately stop for inspection and repair of barriers. Cleanup of surfaces outside of the work area using HEPA vacuums or wet cleaning techniques may be necessary.

9.6.7. Install and initiate operation of negative pressure ventilation equipment as needed to provide a minimum of one air change in the work area every 15 minutes. Openings made in the enclosure system to accommodate these units shall be made airtight with tape and/or caulking as needed. If more than one unit is installed, they should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure that adequate power supply is available to satisfy the requirements of the ventilating units.

9.7. Negative pressure ventilation units shall be exhausted to the outside of the building. Twelve-inch extension ducting shall be used to reach from the work area to the outside when required. Careful installation, air monitoring and daily inspections shall be done to insure that the ducting does not release fibers into uncontaminated building areas.

9.8. Once constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.

9.9. Clearly identify and maintain emergency and fire exits from the work area.

9.10. Clean, remove or enclose in polyethylene electrical boxes, motors, or other items above the suspended ceiling system that may interfere with the abatement process and were not previously removed or cleaned and sealed off. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.

9.11. Commencement of abatement shall not occur until:

9.11.1. Enclosure systems have been constructed and tested. The Owner shall release a monodispersal agent to test the effectiveness of the area.

9.11.2. Negative pressure ventilation systems are functioning adequately.

9.11.3. All pre-abatement submissions, notifications, posting and permits have been provided and are satisfactory to the Owner.

9.11.4. All equipment for abatement, cleanup and disposal are on hand.

9.11.5. All worker training and certification is completed. AHERA trained workers are required for this Project.

9.11.6. Contractor receives written permission from the Owner to commence abatement.

9.12. ALTERNATIVE PROCEDURES

9.12.1. Procedures described in this specification are to be utilized at all times.

9.12.2. If specified procedures cannot be utilized, a request must be made in writing to the Owner providing details of the problem encountered and recommended alternatives.

9.12.3. Alternative procedures shall provide equivalent or greater protection than procedures that they replace.

9.12.4. The Owner prior to implementation must approve any alternative procedure in writing.

10. WORKPLACE ENTRY AND EXIT PROCEDURES

10.1. PERSONNEL ENTRY AND EXIT

10.1.1. All personnel shall enter the building by using the rear access.

10.1.2. All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.

10.1.3. All personnel who enter the work area must sign the entry log, located in the clean room, upon entry and exit.

10.1.4. All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including workplace entry and exit procedures) and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.

10.1.5. All personnel shall proceed first to the clean room, remove all street clothes and appropriately don respiratory protection (as deemed adequate for the job conditions) and disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized if required. Clean respirator and protective clothing shall be provided and utilized by each person for each separate entry into the work area.

10.1.6. Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.

10.1.7. Before leaving the work area all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures (small HEPA vacuums with brush attachments may be utilized for this purpose, however, larger machines may tear the suits). Each person shall clean bottoms of protective footwear in the walk off pan just prior to entering the equipment room.

10.1.8. Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable clothing into appropriately labeled containers for disposal.

10.1.9. Reusable, contaminated footwear shall be stored in equipment room when not in use in the work area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste (rubber boots may be decontaminated at the completion of the abatement for reuse).

10.1.10. Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator, and then shower and shampoo to remove residual asbestos/lead contamination. Various types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection may be disconnected in the equipment room and worn into the shower.

10.1.11. After showering and drying off, proceed to the clean room and don clean disposable (and/or launderable) clothing if there will be later reentry into the work area or street clothes if it is the end of the work shift.

10.1.12. These procedures shall be posted in the clean room and equipment room.

10.2. WASTE CONTAINER PASS-OUT PROCEDURES

10.2.1. Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container pass out airlock (or through the worker decontamination enclosure if a separate airlock has not been constructed).

10.2.2. Waste pass out procedures shall utilize two teams of workers, and "inside" team and an "outside" team.

10.2.3. The inside team wearing appropriate protective clothing and respirators for inside the work area shall pass bags or drums to be transported out of the work area through the waste container pass-out airlock [or through the worker decontamination enclosure if a separate airlock has not been constructed].

10.2.4. The outside team, wearing appropriately assigned respirators, shall enter the airlock from outside the work area, enclose the bags or drums in clean, labeled 6 mil polyethylene bags and remove them from the airlock to the outside. No worker from the outside team shall further enter the work area through this airlock.

10.2.5. The exit from this airlock shall be secured to prevent unauthorized entry.

11. REMOVAL PROCEDURES

11.1. Clean and prepare the work area in accordance with Paragraph 12.

11.2. Wet all asbestos containing material with an amended water solution using equipment capable of providing a fine spray mist; in order to reduce airborne fiber concentrations when the material is disturbed. Saturate the material to the substrate, however, do not allow excessive water to accumulate in the work area. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal. Maintain high humidity in the work area by misting or spraying to assist in fiber settling and reduce airborne concentrations. Wetting procedures are not equally effective on all types of asbestos containing materials but shall none-the-less be used in all cases.

11.3. Saturated asbestos containing material shall be removed in manageable sections. Removed material should be containerized before moving to a new location for continuance of work. Surrounding areas shall be periodically sprayed and maintained in a wet condition until visible material is cleaned up.

11.4. Material removed shall not be dropped or thrown to the floor. Material should be removed as intact sections or components whenever possible and carefully lowered to the floor. Cleanup of removed material shall be continuous.

11.5. Containers (6 mil polyethylene bags or drums) shall be sealed when full (Wet material can be exceedingly heavy. Double bagging of waste material is necessary. Bags shall not be overfilled. They 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. Do not seal bags with wire or cord. (Bags may be placed in drums for staging and transportation to the landfill. Bags shall be decontaminated on exterior surfaces by wet cleaning and HEPA vacuuming before being placed in clean drums and sealed with locking ring tops).

11.5.1. Bags shall be clear poly to enable a visual inspection to confirm adequate wetness of removed materials.

11.6. Large components removed intact may be wrapped in 2 layers of 6-mil polyethylene sheeting secured with tape for transport to the landfill.

11.7. After completion of all stripping work, surfaces from which asbestos containing materials have been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residues.

11.8. Clean up shall proceed in accordance with Section 13.

11.9. After the work area has been rendered free of visible residues, a thin coat of a satisfactory encapsulating agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and covering non-removable items, to seal in non-visible residue.

12. CLEANUP PROCEDURES

12.1. Remove and containerize all visible accumulations of asbestos-containing material and asbestos-contaminated attic insulation.

12.2. Wet clean all surfaces in the work area using rags, mops and sponges as appropriate. (Note: Some HEPA vacuums might not be wet-dry vacuums. To pick up excess water and gross wet debris, a wet-dry shop vacuum may be used. This will be contaminated and require cleaning prior to removal from the work area.)

12.3. Remove the cleaned outer layer of plastic sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain sealed. The negative pressure ventilation units shall remain in continuous operation. Decontamination enclosure systems shall remain in place and be utilized.

12.4. Remove all containerized waste from the work area and waste container pass-out airlock.

12.5. Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.

12.6. The work area shall be cleaned until it is in compliance with State and Local requirements and any more stringent criteria agreed upon by the Contractor and Owner prior to initiation of abatement activities

12.7. Visual inspections and clearance air monitoring shall be performed as described elsewhere in Section **02080.**

12.7.1. Contractor shall conduct his own thorough and complete visual inspection of the work areas in advance of Owner's visual clearance inspection.

12.7.2. Re-inspections following a failed visual inspection shall be considered as Unplanned Events.

12.8. Following the satisfactory completion of clearance air monitoring remaining barriers may be removed and properly disposed of. A final visual inspection by the Contractor's Hazardous Materials Consultant shall insure that no contamination remains in the work area. Unsatisfactory conditions may require additional cleaning and air monitoring

13. DISPOSAL PROCEDURES

13.1. Disposal must occur at the authorized landfill in accordance with regulatory requirements of NESHAP and applicable State and Local guidelines and regulations, including the California State Department of Health Services, Toxic Substances Control Division.

13.2. Clear and legible copies of all dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be continuously maintained in a designated job-site file, in chronological order, until the end of the job, when they shall be included in the Closeout Book.

13.3. TRANSPORATION TO LANDFILL

13.3.1. Once bags have been removed from the work area, they shall be loaded into an enclosed truck for transportation.

13.3.2. When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries.

13.3.3. The enclosed cargo area of the truck shall be free of debris and lined with 6 mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extend up the sidewalls. Wall sheeting shall be overlapped and taped into place.

13.3.4. Personnel loading asbestos-containing waste shall be protected by disposable clothing including head, body and foot protection and at a minimum, half-face piece, air-purifying, dual cartridge/respirators equipped with high efficiency filters.

13.3.5. Any debris or residue observed on containers or surfaces outside of the work area resulting from clean up or disposal activities shall be immediately cleaned-up using HEPA filtered vacuum equipment and/or wet methods as appropriate.

13.3.6. Large metal dumpsters are sometimes used for asbestos waste disposal. These should have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris and wind dispersion of asbestos fibers. Unbagged material shall not be placed in these containers, nor shall they be used for non-asbestos waste. Bags shall be placed, not thrown, into these containers to avoid splitting.

13.4. DISPOSAL AT LANDFILL

13.4.1. Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos containing waste.

13.4.2. Bags shall be inspected as they are off loaded at the disposal site. Material in damaged containers shall be repacked in empty bags as necessary.

13.4.3. Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).

13.4.4. Personnel off loading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and, at a minimum, half-face, air-purifying, dual cartridge respirators equipped with high efficiency filters.

13.4.5. Following the removal of all containerized waste, the truck cargo area shall be decontaminated using HEPA vacuums and/or wet methods to meet the no visible residue criteria. Polyethylene sheeting shall be removed and discarded, along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.

13.4.6. If landfill personnel have not been provided with personal protective equipment for the compaction operation by the landfill operator, Contractor shall supply protective clothing and respiratory protection for the duration of this operation.

14. REESTABLISHMENT OF WORK AREAS AND SYSTEMS

14.1. Reestablishment of the work area shall only occur following the completion of clean-up procedures and after clearance air monitoring has been performed and documented to the satisfaction of the Contractor's Hazardous Materials Consultant.

14.2. Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure systems and barriers over doors, windows, etc. as required.

14.3. The Contractor, Contractor's Hazardous Materials Consultant and Owner shall visually inspect the work area for any remaining visible residue. Evidence of contamination will necessitate additional cleaning requirements in accordance previously cited sections.

14.4. Additional air monitoring shall be performed in accordance with paragraph **13.7** if additional clean up is necessary.

14.5. Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos contaminated waste.

15. OWNER'S MONITORING

15.1. Owner reserves the right to perform visual inspections, area air monitoring and independent air clearance monitoring at any time, and such monitoring shall not relieve Contractor of his obligations for monitoring.

15.2. Owner may issue a STOP WORK Order whenever Contractor's work or protective measures are not in accord with statutory or contractual restrictions or recommendations promulgated by regulating authorities. That order shall not be cause for an increase in the Contract Price or Time.

15.3. Contractor shall provide copies of personal air monitoring results to the Owner daily.

16. SUPPORT ACTIVITIES AND PERSONNEL

16.1. TRAINING

16.1.1. Training shall be provided by the Contractor to all employees or agents who may be required to disturb asbestos-containing or asbestos-contaminated materials for abatement and auxiliary purposes and to all supervisory personnel who may be involved in planning, execution, or inspection of abatement projects.

16.1.2. Training shall be provided by an agency approved to provide training under the AHERA. The training shall provide at a minimum certification under the AHERA.

16.1.3. Training shall provide, at a minimum, information on the following topics:

16.1.4. The health hazards of asbestos including the nature of various asbestos related diseases, routes of exposure, known dose-response relationships, the synergistic relationship between asbestos exposure and cigarette smoking, latency periods for disease and health basis for standards.

16.1.5. The physical characteristics of asbestos including fiber size, aerodynamic properties, physical appearance and uses.

16.1.6. Employee personal protective equipment including the types and characteristics of respirator classes, limitations of respirators, proper selection, inspection, donning, use, maintenance and storage of respirators, field testing the face-piece-to-face seal (positive and negative pressure fitting tests), qualitative and quantitative fit testing procedures, variations between laboratory and field fit factors, factors that affect respirator fit (e.g., facial hair), selection and use of disposable clothing, use and handling of launderable clothing, non-skid shoes, gloves, eye protection, and hard hats.

16.1.7. Medical monitoring requirements for workers including required and recommended tests, reasons for medical monitoring, and employee access to records.

16.1.8. Air monitoring procedures and requirements for workers including description of equipment and procedures, reasons for monitoring, types of samples, and current standards with recommended changes.

16.1.9. Work practices for asbestos abatement including purpose, proper construction and maintenance of air-tight plastic barriers, job set- up of airlock, worker decontamination systems and waste transfer airlock, posting of warning signs, engineering controls, electrical and ventilation system lockout, proper working techniques, waste clean-up, and storage and disposal procedures.

16.1.10. Personal hygiene including entry and exit procedures for the work area, use of showers and prohibition of eating, drinking, smoking, and chewing in the work area.

16.1.11. Special safety hazards that may be encountered including electrical hazards, air contaminants (CO, wetting agents, encapsulant, and materials from Contractor's operation) fire and explosion hazards, scaffold and ladder hazards, slippery surfaces, confined spaces, heat stress, and noise.

16.1.12. Workshops affording both supervisory personnel and abatement workers the opportunity to see (and experience) the construction of containment barriers and decontamination facilities.

16.1.13. Supervisory personnel shall, in addition, receive training or contract specifications, liability insurance and bonding, legal considerations related to abatement, establishing respiratory protection medical surveillance programs, EPA, OSHA, and State record keeping requirements, and other topics as requested by the Owner.

16.1.14. Training shall be provided by Individuals approved by the EPA under AHERA.

16.1.15. Training is to have occurred within 12 months prior to the initiation of abatement activities.

16.1.16. Contractor must document training by providing date of training, training entity, course outline, and names and qualifications of trainers.

16.2. MEDICAL MONITORING

16.2.1. The Contractor must provide medical Monitoring to any employee or agent that may be exposed to asbestos in excess of background levels during any stage of the abatement project. The purposes of a medical monitoring program, in addition to meeting the requirements of the law, are to document the state of health of workers for workers compensation and to determine work relatedness of disease as well as to ensure fitness for duty, particularly ability to wear a respirator. Smokers should be made aware of the synergistic effects of cigarette smoking and asbestos exposure. The medical monitoring program provides the appropriate setting to share this information. Employers should also be aware of the potential cost of this additional risk. Medical monitoring shall include at a minimum the requirements of OSHA 29 CFR 1910.1001 (j).

16.2.2. A work/medical history to elicit symptoms of respiratory disease.

16.2.3. A chest x-ray (posterior-anterior, 14 x 13 inches) taken by a certified radiology technician and read by a certified B-reader.

16.2.4. A pulmonary function test, including forced vital capacity (FVC) and forced expiratory volume at one second (FEV1), and FEVI/FVC ratio (administered by a NIOSH or A.T.S Certified Pulmonary Technician and interpreted and compared to standardized normal readings by a Board Certified Pulmonary Specialist).

16.2.5. Employees shall be given the opportunity to be evaluated by a physician to determine their capability to work safely while breathing through the added resistance of a respirator. (Examining physicians shall be aware of the nature of respiratory protective devices and their contributions to breathing resistance. They shall also be informed of the specific types of respirators the employees shall be required to wear and the work they will be required to perform, as well as special workplace conditions such as high temperatures, high humidity, and chemical contaminants to which they may be exposed. Evaluation of groups of workers should take into

consideration epidemiological principles as suggested by the American Thoracic Society in their statement on the work relatedness of disease adopted in 1982).

16.3. PERSONNEL PROTECTION REQUIREMENTS

16.3.1. Respiratory Protection

16.3.1.1. All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items as required by Cal-OSHA. This program shall be posted in the clean room of the worker decontamination enclosure system.

16.3.1.2. Workers shall be provided with personally issued, individually identified (marked with waterproof -designations) respirators.

16.3.2. Fit testing

16.3.2.1. Workers must perform positive and negative air pressure fit tests each time a respirator is put on, whenever the respirator design so permits.

16.3.2.2. Workers shall be given a qualitative fit test in accordance with procedures detailed in the Cal-OSHA requirements for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be substituted for the qualitative fit test.

16.3.2.3. Documentation of adequate respirator fit must be provided to the Owner.

16.3.2.4. No employee wearing a beard or facial hair that is located in the fit zone of the respirator shall be permitted to don a respirator and enter the work area.

16.3.2.5. Additional respirators (minimum of 2 of each type) and training on their donning and use must be available at the work site for authorized visitors who may be required to enter the work area.

16.4. PROTECTIVE CLOTHING

16.4.1.1. Disposable clothing including head, foot and full body protection shall be provided in sufficient quantities and adequate sizes for all workers and authorized visitors.

16.4.1.2. At all times, workers shall wear gloves, hard hats and safety glasses.

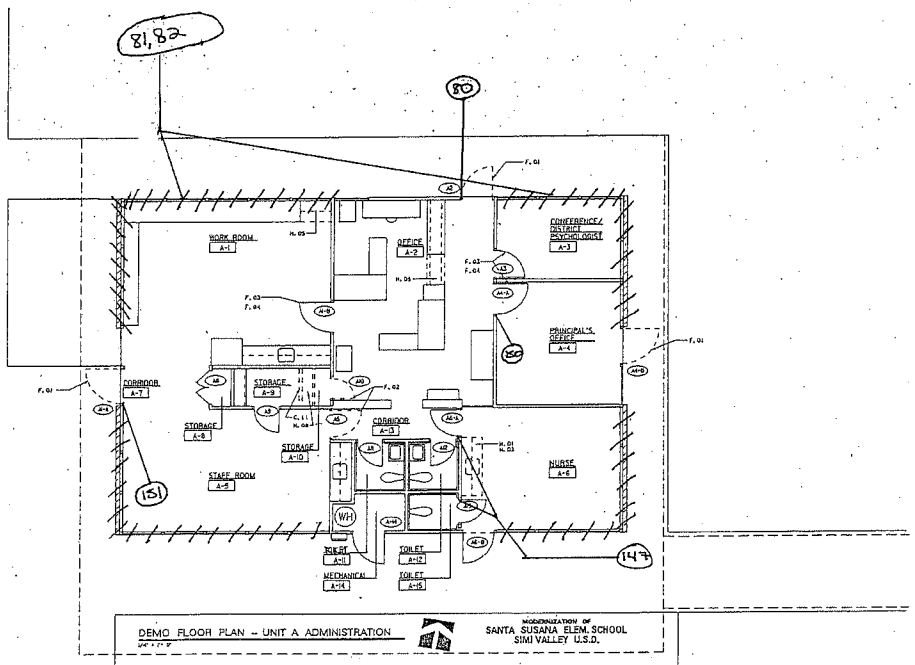
Attachment 1 - Asbestos Survey Data

(attach CEI's Limited Asbestos and Lead Survey from report dated March 28, 2006)

END OF SECTION 02080

Attachment 4

Lead Site Plans &
Lead Abatement Work Spec. Report



DEMO FLOOR PLAN – UNIT A ADMINISTRATION
1/4" = 1'-0"

MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

Exterior Door + Window Frames Positive Lead (Door Frames)
Positive Lead.

FLOOR PLAN – UNIT A ADMINISTRATION
1/4" = 1'-0"

NTD STICHLER ARCHITECTURE

2025 Financial Way
Suite 106
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL
C.11 REMOVE EXISTING PARTITION WALL.

DOOR
F.01 REMOVE DOOR & HARDWARE. FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FINISHES. SALVAGE HARDWARE & TURN OVER TO DISTRI

CT.
F.02 REMOVE DOOR, FRAME & THRESHOLD. SALVAGE HARDWARE & TURN OVER TO DISTRICT.

F.03 REMOVE DOOR HARDWARE AND TURN OVER TO DISTRICT'S LOCKSMITH.

F.04 DOOR & FRAME TO REMAIN.

CASEWORK
H.01 REMOVE & DISPOSE BASE CABINET.

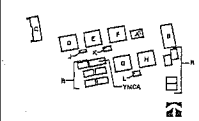
H.05 REMOVE PORTION OF (C) CASEWORK. PATCH AND REPAIR AS REQUIRED TO MATCH EXISTING.

H.06 REMOVE SHELVES AND SUPPORTS. SALVAGE FOR OWNER.

PLUMBING
H.03 REMOVE LAVATORY/ SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

LEGEND

KEY PLAN



SEAL

LICENSED ARCHITECT
SAN M. TITTEL
NO. C2235
REG. 8-30-05
STATE OF CALIFORNIA

FILE = 36-101
DESTRUCTION SERIAL
SUBMITTED TO THE STATE ARCHITECT
OFFICE OF REGULATION SERVICES
DS
DATE
SITE

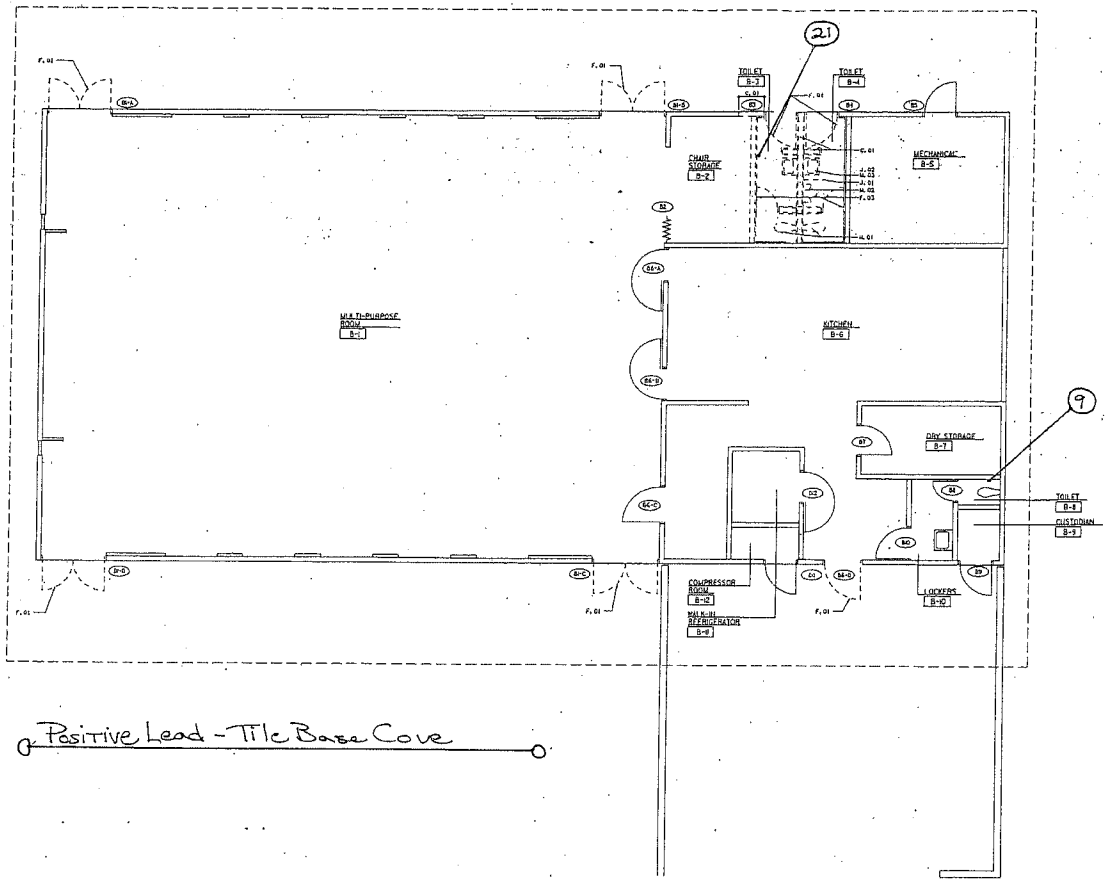
PROJECT
MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE
DEMOLITION FLOOR PLAN
UNIT A
ADMINISTRATION

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	02/24/05	SCHEMATIC DESIGN		2004-098-00
	03/23/05	DESIGN DEVELOPMENT	CHECKED BY	CLIENT
	07/14/05	DSA SUBMITTAL		07/14/2005

DRAWING NO.
D-2.1

SHEET OF



Positive Lead - Tile Base Cove

DEMO FLOOR PLAN – UNIT B MULTI-PURPOSE

1/4" = 1'-0"

NTD STICHLER ARCHITECTURE

2025 Financial Way
Suite 106
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

REVISED

WALL
C.01 REMOVE EXISTING STUD WALL COMPLETELY.

DOOR
F.01 REMOVE DOOR & HARDWARE, FRAME TO REMAIN. PATCH & REPAIR FRAME FOR PAINTING. SALVAGE HARDWARE & TURN OVER TO DISTRICT

CT.
F.03 REMOVE DOOR HARDWARE AND TURN OVER TO DISTRICT'S LOCKSMITH.

INTERIOR SPECIALTIES
J.01 REMOVE TOILET PARTITIONS, ANCHORS & BRACKETS. SALVAGE FOR OWNER.

J.02 REMOVE TOILET ACCESSORIES, ANCHORS AND BRACKETS. SALVAGE FOR OWNER.

PLUMBING
M.01 REMOVE WATER CLOSET FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.02 REMOVE URINAL(S) FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.03 REMOVE LAV / SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

LEGEND

KEY PLAN

SEAL

PROJECT
MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

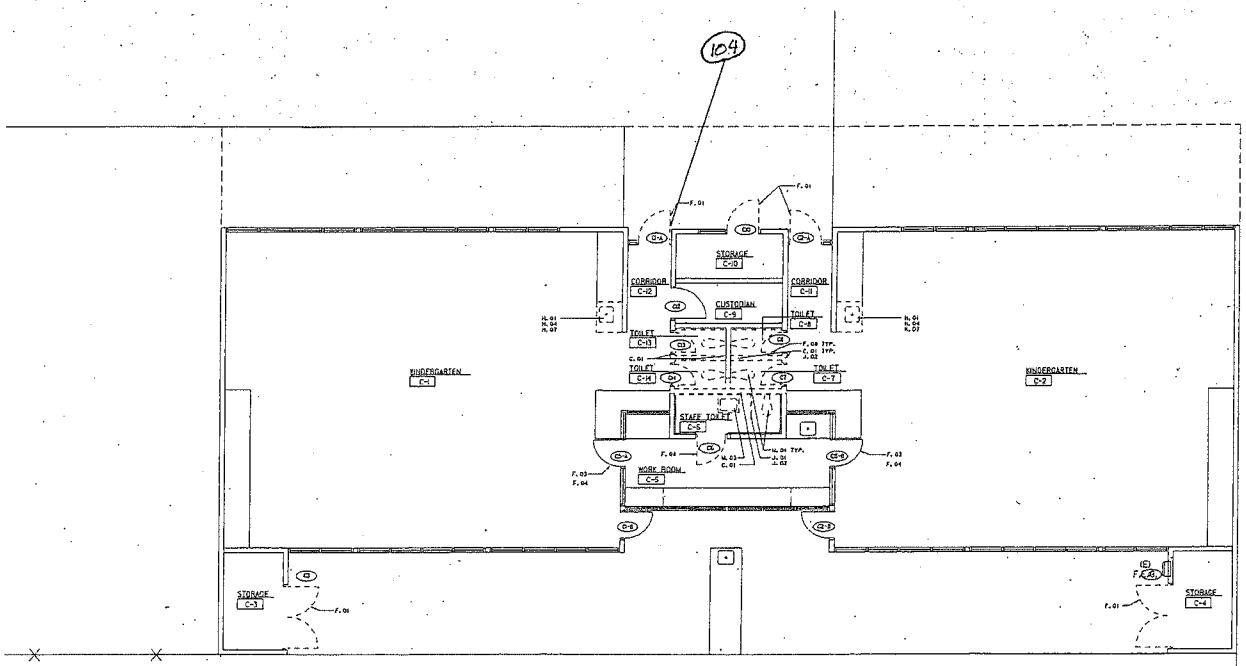
DRAWING TITLE
DEMOLITION FLOOR PLAN
UNIT B
MULTI-PURPOSE

NO.	DATE	ISSUE
	05/01/08	SCHEMATIC DESIGN
	06/30/08	DESIGN DEVELOPMENT
	07/16/08	DSA SUBMITTAL

DRAWN BY
CHECKED BY
PROJECT NO. 2004-0104-00
DATE 07/16/08
DSA/OPS
GRAPHIC NO.

D-2.2

SHEET



Positive Lead : Entry Doors

DEMO FLOOR PLAN – UNIT C KINDERGARTEN

1/8" = 1'-0"

NTD STICHLER ARCHITECTURE

2026 Financial Way
Suite 108
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL
C. 01 REMOVE EXISTING STUD WALL COMPLETELY.

DOOR
F. 01 REMOVE DOOR & HARDWARE, FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FINISHES. SALVAGE HARDWARE & TURN OVER TO OWNER.

CT.
F. 03 REMOVE DOOR HARDWARE AND TURN OVER TO DISTRICT'S LOCKSMITH.

F. 04 DOOR & FRAME TO REMAIN.

CASEWORK
H. 01 REMOVE & DISPOSE BASE CABINET.

H. 04 REMOVE & DISPOSE COUNTERTOP WITH BACK SPLASH.

H. 07 REMOVE CABINET DOOR PANEL, HARDWARE AND HINGES. SALVAGE FOR OWNER.

INTERIOR SPECIALTIES
J. 01 REMOVE TOILET PARTITIONS, ANCHORS & BRACKETS. SALVAGE FOR OWNER.

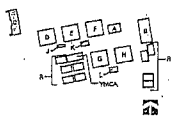
J. 02 REMOVE TOILET ACCESSORIES, ANCHORS AND BRACKETS. SALVAGE FOR OWNER.

PLUMBING
M. 01 REMOVE WATER CLOSET FIXTURE AND ASSOCIATED FITTINGS, TYP.

M. 03 REMOVE LAVATORY SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

LEGEND

KEY PLAN



SEAL

AGENCY APPROVAL

DSA PRE-CHECK
DATE

DSA FILE NO. 56-C1
DATE OF REGISTRATION EXPIRES
03 -

DATE

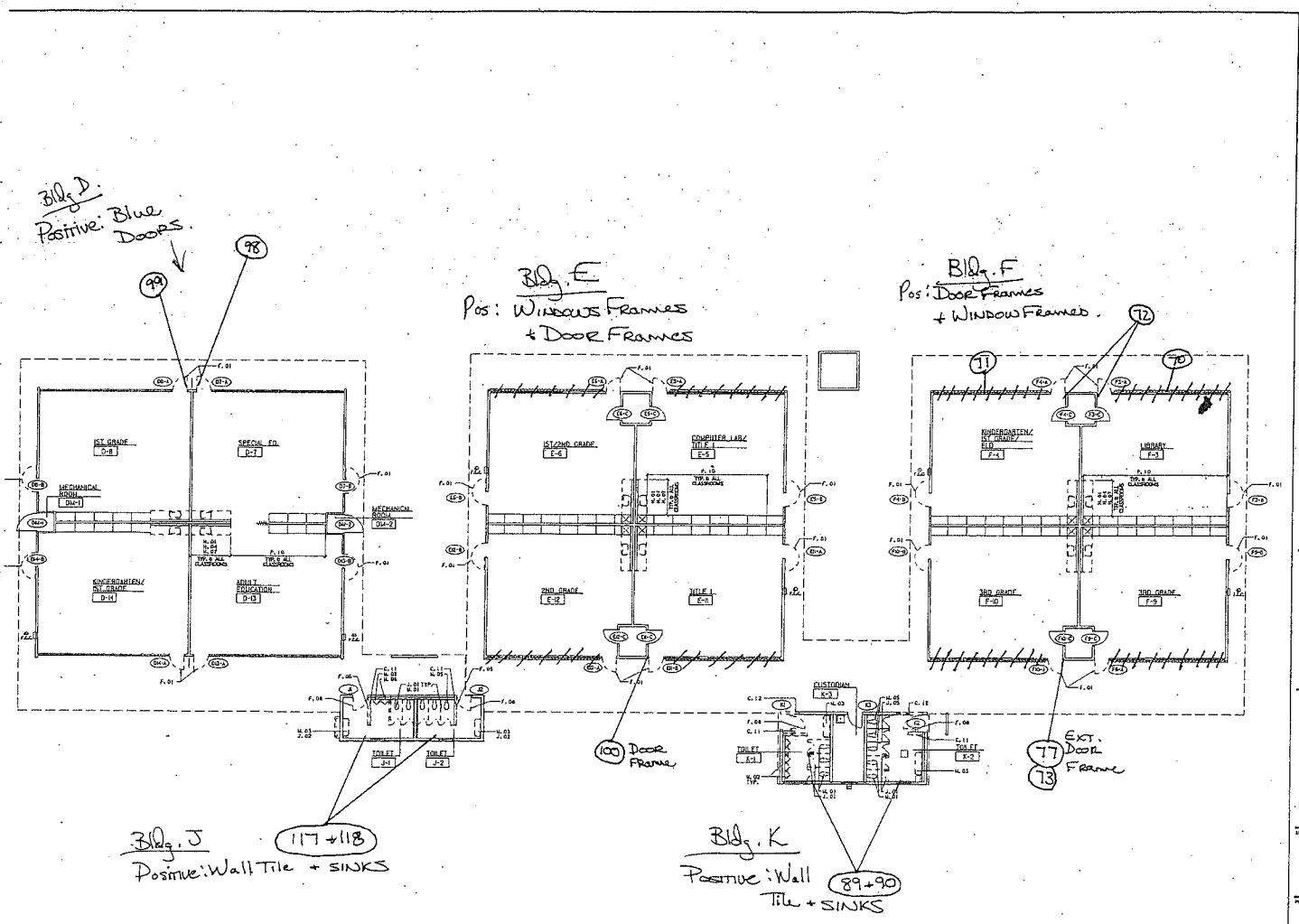
PROJECT

MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE

DEMOLITION FLOOR PLAN
UNIT C
KINDERGARTEN

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	03/04/25	SCHEMATIC DESIGN		2024-028-00
	03/04/25	DESIGN DEVELOPMENT	CHECKED BY	DATE
	03/04/25	DSA SUBMITTAL		03/04/2025
	/ /		DRAWING NO.	
	/ /		D–2.3	
	/ /		SHEET	



DEMO FLOOR PLANS – UNITS D, E & F – CLASSROOMS, UNITS J & K – TOILETS

1/8" = 1'-0"

NTD STICHLER ARCHITECTURE

2026 Financial Way
Suite 100
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL
C.11 REMOVE EXISTING PARTITION WALL.

C.12 REMOVE PORTION OF STUD WALL

DOOR
F.01 REMOVE DOOR & HARDWARE. FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FINISHES. SALVAGE HARDWARE & TURN OVER TO DISTRI

CT.
F.05 CHANGE DOOR SWING. PATCH FRAME & PREP FOR FINISHES.

CASEWORK
M.01 REMOVE & DISPOSE BASE CABINET.

M.04 REMOVE & DISPOSE COUNTERTOP WITH BACK SPLASH.

M.07 REMOVE CABINET DOOR PANEL, HARDWARE AND HINGES. SALVAGE FOR OWNER.

INTERIOR SPECIALTIES
J.01 REMOVE TOILET PARTITIONS, ANCHORS & BRACKETS. SALVAGE FOR OWNER.

J.02 REMOVE TOILET ACCESSORIES, ANCHORS AND BRACKETS. SALVAGE FOR OWNER.

J.05 TOILET PARTITION TO REMAIN. PROTECT DURING CONSTRUCTION. REPAIR & REFINISH.

PLUMBING
M.01 REMOVE WATER CLOSET FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.02 REMOVE URINAL(S) FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.03 REMOVE LAVATORY/ SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.06 WATER CLOSET TO REMAIN - PROTECT DURING CONSTRUCTION.

M.06 URINAL(S) TO REMAIN - PROTECT DURING CONSTRUCTION.

GENERAL
P.10 (E) CASEWORK TO REMAIN. PROTECT DURING CONSTRUCTION.

LEGEND

KEY PLAN

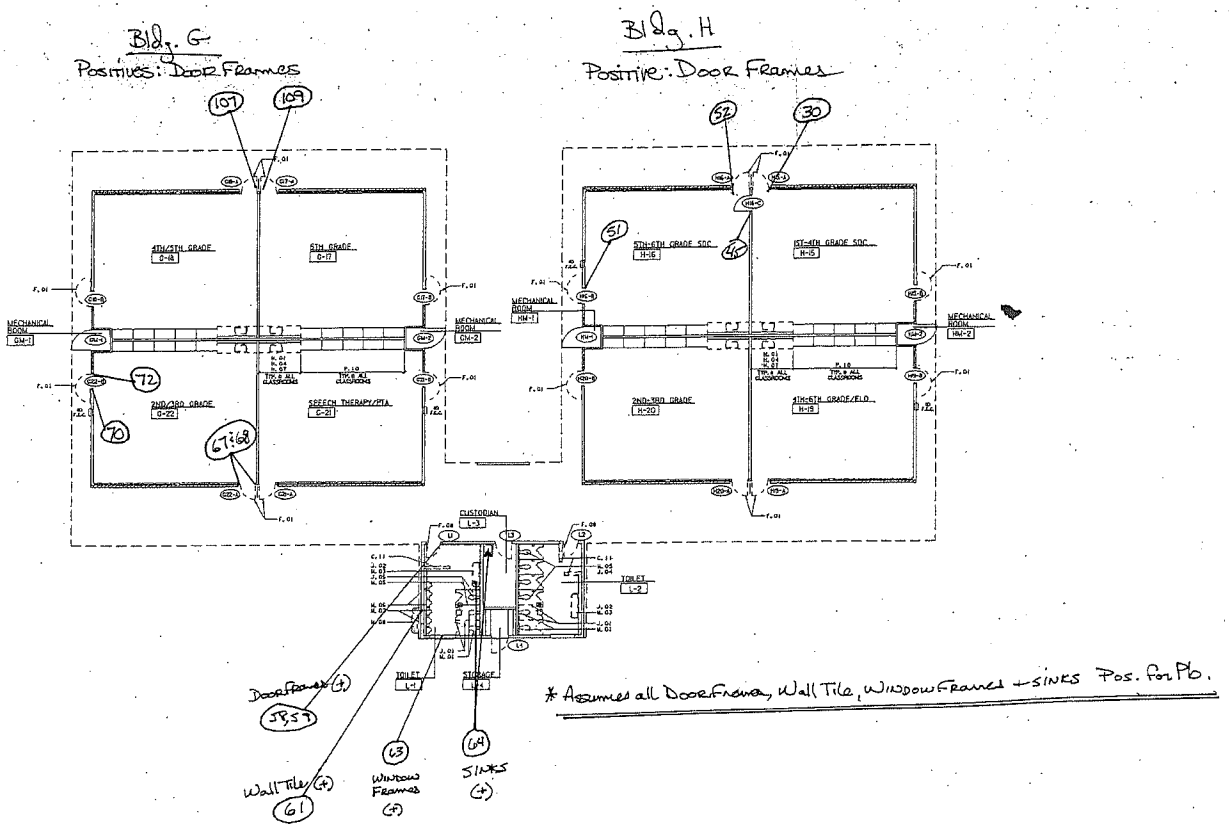


SEAL

PROJECT
MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE
DEMOLITION FLOOR PLAN
UNITS D, E & F – CLASSROOMS
UNITS J & K – TOILETS

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	05/14/18	SCHEMATIC DESIGN		2004-098-00
	03/29/19	MOAH MOLLAHAN	CHECKED BY	DSA/OC
	03/29/19	95% SUBMITTAL		01/14/2020
	/ /		DRAWING NO.	
	/ /		D–2.4	
	/ /		SHEET	OF



* Assumes all Door Frames, Wall Tile, Window Frames + SINKS Pos. for Pb.

DEMO FLOOR PLANS – UNITS G & H – CLASSROOMS & UNIT L – TOILET

1/8" = 1'-0"

NTD STICHLER ARCHITECTURE

2025 Financial Way
Suite 106
Glendora, CA 91741
(626) 963-1401
www.ntdstichler.com

Auburn
Glendora
Phoenix
San Diego

KEYNOTES

WALL
C.11 REMOVE EXISTING PARTITION WALL.

DOOR
F.01 REMOVE DOOR & HARDWARE, FRAME TO REMAIN. PATCH & REPAIR FRAME FOR FINISHES. SALVAGE HARDWARE & TURN OVER TO DISTRI

CASEWORK
M.01 REMOVE & DISPOSE BASE CABINET.

M.04 REMOVE & DISPOSE COUNTERTOP WITH BACK SPLASH.

M.07 REMOVE CABINET DOOR PANEL, HARDWARE AND HINGES. SALVAGE FOR OWNER.

INTERIOR SPECIALTIES
J.01 REMOVE TOILET PARTITIONS, ANCHORS & BRACKETS. SALVAGE FOR OWNER.

J.02 REMOVE TOILET ACCESSORIES, ANCHORS AND BRACKETS. SALVAGE FOR OWNER.

J.04 REMOVE MIRROR & ANCHORS, RETURN TO OWNER OR SAVE FOR RE-INSTALLATION

J.05 TOILET PARTITION TO REMAIN. PROTECT DURING CONSTRUCTION. REPAIR & REFINISH.

PLUMBING
M.01 REMOVE WATER CLOSET FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.02 REMOVE URINAL(S) FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.03 REMOVE LAVATORY SINK FIXTURE AND ASSOCIATED FITTINGS, TYP.

M.05 WATER CLOSET TO REMAIN - PROTECT DURING CONSTRUCTION.

M.06 URINAL(S) TO REMAIN - PROTECT DURING CONSTRUCTION.

M.08 DRINKING FOUNTAIN TO REMAIN - PROTECT DURING CONSTRUCTION.

GENERAL
P.10 FEI CASEWORK TO REMAIN. PROTECT DURING CONSTRUCTION.

LEGEND

KEY PLAN



SEAL

ELECTRONICALLY SIGNED
ELECTRONICALLY SIGNED
NO. C2055
REV. 8-30-05
STATE OF CALIFORNIA

AGENCY REVIEW
FILE # 36-54
DEVELOPING SCHOOL
DIVISION OF STATE ARCHITECT
OFFICE OF PUBLISHING SERVICES
03 -
AT ____ FILE ____
DATE ____

PROJECT
MODERNIZATION OF
SANTA SUSANA ELEM. SCHOOL
SIMI VALLEY U.S.D.

DRAWING TITLE
DEMOLITION FLOOR PLAN
UNITS G & H CLASSROOMS
UNIT L – TOILET

NO.	DATE	ISSUE	DRAWN BY	PROJECT NO.
	02/24/06	SCHEMATIC DESIGN		2004-006-05
	02/23/06	DESIGN DEVELOPMENT	CHECKED BY	CLIENTS
	07/14/06	CCA SUBMITTAL		07/5/2005
	/ /		DRAWING NO.	
	/ /		D-2.5	
	/ /			
	/ /		SHEET	OF

LEAD CONTROL PROCEDURES - RENOVATION

PART 1 - GENERAL

1.01 RELATED WORK

A. Coordinate this section with all other sections of this specification and in particular:

1. Asbestos Abatement

2. Renovation plans, project drawings and specifications as provided by Architect or Client.

1.02 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor, in the course of work, shall be aware that lead containing coatings exist on some of the surfaces to be impacted by the demolition activities and the Contractor shall conduct activities so as to minimize paint dust generation.

B. The Contractor shall remove and dispose of all disposable protective equipment, cleaning rags, wash water, and any other materials contaminated from these painted surfaces as potentially hazardous material.

C. Waste characterization sampling of the renovation debris must be done to determine classification of waste streams which include but are not limited to: demolition debris and surface soil.

D. The Contractor shall assume full responsibility and liability for compliance with all Federal, State, and local regulations pertaining to work practices, hauling, disposal and protection of workers, visitors to site, and building occupants in areas adjacent to work areas.

1.03 DEFINITIONS

A. Whenever the terms below occur in this contract document, they will have the meanings that follow:

1. Action Level: Employee exposure, without regard to use of respirators, to an airborne concentration of lead of 30 micrograms per cubic meter of air averaged over an 8-hour period. As used in this section, "30 micrograms per cubic meter of air" refers to the action level.

2. Air Monitoring: The process of measuring the fiber content of a specific volume of air in a stated period of time. Analysis of air samples shall in accordance with the methods specified by the National Institute for Occupational Safety and Health (NIOSH Method 7105).

3. Area Monitoring: Sampling of lead concentrations within the lead control area and inside the physical boundaries that are representative of the airborne lead concentrations, which may reach the breathing zone of personnel potentially, exposed to lead.

4. Eight-Hour Time Weighted Average (TWA): Airborne concentration of lead averaged over an 8-hour workday to which an employee is exposed.

5. Lead: Metallic lead, inorganic lead compounds, and organic lead soaps. Excluded from this definition are other organic lead compounds.

6. Lead Permissible Exposure Limit (PEL): Fifty micrograms per cubic meter of air as an 8-hour time weighted average.

7. Personal Monitoring: Sampling of lead concentrations within the breathing zone of an employee to determine the 8-hour time weighted average concentration. Samples shall be representative of the employee's work tasks. Breathing zone shall be considered an area within a hemisphere, forward of the shoulders, with a radius of 6 to 9 inches and the center at the nose or mouth of an employee.

1.04 CODES AND REGULATIONS

A. All applicable Codes, Standards and Regulations have the same force and are incorporated into the contract documents as if copied directly into the contract documents.

B. Federal Requirements: Federal requirements which govern the hauling and disposal of lead containing material include but are not limited to the following:

1. United States Department of Labor, Occupational and Health Administration (OSHA):

a) 29 CFR 1910.20	Access to Employee Exposure and Medical Records
b) 29 CFR 1910.134	Respiratory Protection
c) 29 CFR 1910.145	Specifications for Accident Prevention Signs and Tags
d) 29 CFR 1910.1025	Lead

e)	29 CFR 1910.1200	Hazard Communication
f)	29 CFR 1926.55	Gases, Vapors, Fumes, Dusts, and Mists
g)	29 CFR 1926.57	Ventilation
h)	29 CFR 1926.62	Lead Exposure in Construction; Interim Rule (with appendices A, B, C and subpart D)
i)	29 CFR 1926.200	Signs, Signals, and Barricades
j)	29 CFR Subpart T	Demolition

2. United States Environmental Protection Agency, including but not limited to:

a)	40 CFR 61 Subpart A	General Provisions
b)	40 CFR 61.152	Standard for Waste Manufacturing Demolition, Renovation, Spraying and Fabricating Operations
c)	40 CFR 241	Guidelines for the Land Disposal of Solid Wastes
d)	40 CFR 257	Criteria for Classification of Solid Waste
e)	40 CFR 260	Hazardous Waste Management Systems: General
f)	40 CFR 261	Identification and Listing of Hazardous Waste
g)	40 CFR 261 and 262	Waste Disposal Facilities and Practices
h)	40 CFR 268	Land Disposal Restrictions
i)	40 CFR 745	Lead; Requirements for Lead-based Paint Activities; Proposed Rule
j)	49 CFR 172	Hazardous Materials Tables and Hazardous Materials Communications Regulations

3. American National Standards Institute (ANSI) Publications:

a) 29.2-7	Fundamentals Governing the Design and Operation of Local Exhaust Systems
b) 288.2-80	Practices for Respiratory Protection

4. California Code of Regulations (CCR) References:

a)	Title 8, CCR, Section 1532.1	Lead in Construction Standard
b)	Title 8, CCR, Section 5216	Lead Regulations – General Industry Safety Orders
c)	Title 8, CCR, Section 3204	Access to Employee Exposure and Medical Records
d)	Title 8, CCR, Section 5144	Respiratory Protection
e)	Title 8, CCR, Section 5194	Hazard Communication
f)	Title 8, CCR, Section 6003	Accident Prevention, Signs and Tags
g)	Title 17, CCR, Division 1,	Accreditation, Certification, and Work Practices for Lead Related Construction
h)	Title 22, CCR, Chapter 8	Characterization, Handling and Transport of Hazardous Waste - All Sections

5. National Institute of Occupational Safety and health (NIOSH) Publications:

   a) Manual of Analytical Methods, 2nd Ed., Vol. 1, Physical and Chemical Analysis Method (P&CAM)

6. Underwriters Laboratories, Inc. (UL) Publications:

a) Fire Resistance Directory	
b) 586-77 (R 1982)	Test Performance of High Efficiency Particulate Air Filter Units

C. Local requirements which govern the hauling and disposal of lead containing material include but are not limited to the following:

1. State Water Resources Control Board, and local County health departments, landfill and disposal requirements.

1.05 WORKER PROTECTION

A. Personal protection, in the form of disposable coveralls and NIOSH/MSHA approved respirators, is required for all workers, supervisors, and visitors entering the work area during the removal and cleaning operations.

B. Each worker shall be supplied with a minimum of two (2) complete disposable uniforms every day. Removal workers shall not be limited to two (2) uniforms, and the abatement Contractor will be required to supply additional uniforms as is necessary. Under no circumstances will anyone entering the demolition area be allowed to reuse a contaminated uniform. In addition to uniforms for the workers, the Contractor shall also supply uniforms for other personnel who are authorized to inspect the work site.

C. Work clothes shall consist of disposable full-body coverall, head covers, gloves, boot or she covers, and eye protection.

D. Supply workers and supervisory personnel with NIOSH/MSHA approved respirators and HEPA filters. Respiratory protection shall be implemented for all work performed under this Section unless Owner Consultant approves lesser requirements. The respirators shall be sanitized and maintained according to the manufacturer's specifications and applicable regulations. Disposable respirators shall not be considered acceptable under any circumstances. Maintain on-site a sufficient supply of HEPA filters to allow workers and supervisory personnel to change contaminated filters when needed. The Contractor is solely responsible for means and methods used and for compliance with applicable regulations and shall comply with the following:

1. Half-mask, negative pressure, air purifying respirators equipped with high efficiency filters shall be used during the use of caustics and during component removal and encapsulation abatement methods, with the exception of surface preparation for encapsulation method.

2. Type C Respirator (supplied air respirator) will be required during all abrasive blasting activities as required by OSHA. Type C respirators are positive pressure respirators. The air coming through the hose pushes lead particles away from the mask.

E. Respirators shall be individually assigned to removal workers for their exclusive use. All respiratory protection shall be provided to workers in accordance with the written submitted respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (b) (1-11). A copy of this program shall be kept at the work site, and shall be posted in the clean area.

F. Workers must perform negative and positive pressure fit tests each time a respirator is put on, whenever the respirator design so permits. Powered air purifying respirators shall be tested for adequate flow as specified by the manufacturer.

G. Workers shall be given a qualitative fit test in accordance with procedures detailed in OSHA 29 CFR 1910.1025, Appendix D, Qualitative Fit Test Protocols, for all respirators to be used on this abatement project. An appropriately administered quantitative fit test may be submitted for the qualitative fit test.

H. Provide personal sampling to check personal exposure levels. Samples shall be taken for the duration of the work-shift or for eight hours, whichever is less. Personal samples need not be taken every day but must be taken in accordance with 29 CFR 1910.1025. Sampling will determine if the eight-hour Time-Weighted-Average (TWA) exceed the action level. This will also determine the PPE requirements.

I. Comply with all OSHA requirements of worker medical examinations for approval to wear respiratory protection.

J. Blood Monitoring and medical surveillance of workers shall occur as follows:

1. Periodic medical exam and blood monitoring shall occur within at least two months prior to the start of the work of this contract, for all workers and supervisors.

2. All workers and supervisor shall have indicated prior to the start of work, a blood lead level of below 30 micrograms of lead per deciliter (*ug*/dl) of whole blood.

3. All workers on this project shall have blood tests performed after a maximum two months into the work of this contract. Workers shall be removed from the work site as soon as three blood samples average 25 *ug*/dl or a single test averages 30 *ug*/dl or above.

4. More frequent medical exams are required upon notification that a worker is pregnant, a worker requests medical attention, a worker shows signs of difficulty in breathing during respirator fit test or use, or as appropriate for workers removed from work due to lead exposure.

PART 2 - DEMOLITION AND LEAD PAINT ABATEMENT

2.01 RELATED DOCUMENTS

A. Drawings, Contract Documents, and other Technical Specifications sections apply to work of this section.

2.02 RELATED WORK

A. Section 1.01 - Definitions and Standards

B. Section 1.02 - Codes and Regulations

C. Section 1.03 - Worker Protection

2.03 CODES AND STANDARDS

A. All work shall conform to the standards as set forth in the applicable Federal, State and local laws, regulations, ordinances and guidelines, in such form that they exist at the time the work is conducted, and may be required by any subsequent regulations.

B. Waste Generator (The Owner) and Contractor responsibility: The Owner, per EPA and State of California regulations, is ultimately responsible for the disposition of waste materials. However, this does not relieve the Contractor from any liability with regard to compliance with all applicable Federal, State or local regulations pertaining to work practices, hauling, and disposal of wastes (including testing of wastes), and the protection of workers.

2.04 SUMMARY OF WORK

A. Perform all planning, administration, execution, and cleaning necessary to safely renovate structure which contains materials coated with lead paint in accordance with the Contract Documents, exercising due care and utilizing proper protective measures as necessary to prevent personnel exposures and environmental contamination.

The Contractor shall furnish all labor, materials, services, insurance and equipment necessary to carry out the demolition including the characterization and disposal of any lead-contaminated waste.

Contractors performing work in this facility are hereby notified that selected building surfaces and materials as noted in this specification and the enclosed survey report contain lead or lead-based paint which may be impacted by building renovation. Lead based paint (LBP) or lead containing components are identified as follows:

Unit A – Administrative Building

- Exterior - Door Frames and Window Frames
- Interior - Door Frames

Unit B – Multi-Purpose Building

- Interior – Staff Kitchen Restroom, White Ceramic Tile base cove
- West-Side Exterior Restrooms – White Ceramic Tile base cove

Unit C – Kindergarten Building

- Exterior – Blue Entry Doors

Unit D – Classroom Building

- Exterior – Blue Entry Doors - North and South Side

Unit E – Classroom Building

- Interior – Window Frames, Wood and Metal & Door Frames

Unit F – Classroom Building

- Exterior – Door Frames and Window Frames, Wood & Metal
- Interior – Entry Door Frames

Unit G – Classroom Building

- Exterior – Blue Entry Doors
- Interior – Entry Door Frames

Unit H – Classroom Building

- Exterior – Entry Door and Window Frames, Wood and Metal
- Interior – Entry Door Frames

Unit J – Restroom Building

- Interior - Boy's and Girl's Restrooms – Ceramic Wall Tile & White Porcelain Sinks

Unit K – Restroom Building

- Interior - Boy's and Girl's Restrooms – Ceramic Wall Tile & White Porcelain Sinks

Unit L – Restroom Building

- Interior - Boy's and Girl's Restrooms – Ceramic Wall Tile, Door and Window Frames & White Porcelain Sinks

2.05 EXISTING CONDITIONS

A. Existing conditions are correctly reported to the best of the Owner's knowledge. In the event of conflicting conditions, modifications to the new requirements and/or quantities shall be made with, a change order (additive or negative) based on the Owner's Representatives verification.

B. The Contractor is cautioned that any interpretations, conclusions or opinions that are based on this information are done solely by the Contractor.

C. The Contractor is advised that the locations of all lead-containing material may not be clearly known and that the Contractor shall proceed with caution in all phases of the work.

D. The Contractor shall plan to schedule the project in a manner that would most benefit the Owner and meet the necessary deadlines.

2.06 SCOPE OF WORK

A. Renovation work includes the following affected areas:

1. LBP coated surfaces to be renovated.
2. Porcelain fixtures to be demolished.

B. The work shall be conducted in accordance with the following general Guidelines, and this work-plan:

1. All LBP coated surfaces shall be inspected as to condition prior to demolition.
2. Areas of peeling, flaking or chalking LBP shall be brought to an intact condition by manually scraping or removing all loose material. The surface shall be brought to an intact condition and misted with water immediately prior to demolition.
3. Remove lead containing porcelain fixtures, taking care not to damage or break the fixtures.
4. Renovate structure using wet methods to prevent the airborne generation of dust.
5. Characterize waste prior to removal from the site.
6. Properly package, transport and dispose of associated debris, and used personal protective equipment as necessary per the findings of such characterization.
7. Transport the packaged waste and characterize for disposal to an approved landfill. If characterization indicates the waste materials meet the State's definition of hazardous waste per Title 22, then the waste must be disposed of in accordance with all applicable regulations.
8. Perform personal lead exposure monitoring and biological monitoring required for the safety of the Contractor's workers,

C. Work Not Included.

1. Environmental testing for the Owner and its Representatives.

2.07 SUBMITTALS

A. Provide submittals to the Owner's Representative at least ten (10) working days prior to mobilization to the site to allow for sufficient and prompt review by the Owner's Representative. Revise and resubmit as necessary to establish compliance with the specified requirements-

B. Submit as described in owner submittal requirements. Submit separate sets entitled "Pre-Job Submittals" and "Post-Job Submittals",

2.08 POTENTIAL LEAD HAZARD

A. Workers and Visitor Procedures: The Contractor is hereby advised that the U.S. Government has determined lead to be a poison. Contractor shall provide workers and visitors with respirators, which as a minimum shall meet the requirements of OSHA and protective clothing.

B. The disturbance or dislocation of painted surfaces may cause lead dust to be released into the building's atmosphere, thereby creating a potential health hazard to workers and adjoining building occupants. Apprise all workers, supervisory personnel and subcontractors who will be at the job site of the potential lead hazard. Additionally, advise all persons of the proper procedures to be followed, in accordance with Title 8 CCR, and all other applicable regulations.

C. Prohibited activities:

1. Open flame burning or torching
2. Chemical stripping using methylene chloride based paint strippers
3. Uncontained abrasive blasting
4. Uncontained power washing
5. Dry sanding, scraping or wire brushing
6. Power sanding without NEPA filtration attachments
7. Sanding of surfaces after chemical stripping

2.09 WORKER PROTECTION

A. It is the responsibility of the Contractor to maintain adequate protective equipment and procedures for all his employees, and those of subcontractors and suppliers, at all, times, and to instill in them a high level of safety consciousness for the duration of the Project.

2.10 PRODUCT HANDLING

A. Deliver all materials as described in this Section in the original packages, containers, or bundles bearing the name of the manufacturer and the brand name.

B. Store all materials subject to damage off the ground, away from wet or damp surfaces, and undercover in a manner sufficient to prevent damage or contamination.

C. Remove from the premises all damaged or deteriorating materials. Dispose of materials that become contaminated in accordance with applicable regulatory standards.

2.11 GENERAL SEQUENCE OF WORK

A. The following sequences are intended to provide guidance for performing the Work.

B. The Contractor shall address its specific sequencing in the submitted work plan.

a) Remove loose and flaking LBP from all identified locations by wet scraping, sanding, etc.

b) Renovate painted substrates using wet methods to prevent the release of airborne dust with trained personnel.

c) Place renovation debris and other generated waste in barrels or lined, covered bins for characterization and disposal as possible hazardous waste.

d) Following waste characterization, transport LBP waste and other hazardous waste generated to approved landfill for disposal as hazardous waste if required per characterization testing.

2.12 GENERAL GUIDELINES

A. Contractor shall shut down and lock out all electrical power to the area. Contractor shall wire in temporary power specified from outside the work area for demolition activities.

B. Construct Temporary Facilities

1. Provide a securable, portable building pre-approved by Owner's Representative for the temporary storage of all solid, hazardous or contaminated wastes and wastewater generated during the project. At Owner's Representative's option, Owner's Representative's may designate an area on-site for Contractor's use as a temporary hazardous waste storage location. Contractor is responsible for security of hazardous waste from the time it is generated until its ultimate disposal at the landfill.

2. Inspect containers for leaks or corrosion weekly and keep written records of inspections.

2.13 CLEAN UP AND CLEARANCE TESTING

A. Provide general clean up of the site.

B. Owner Representative may conduct air monitoring prior to, and throughout demolition operations. If air samples indicate airborne lead levels higher than the action level, Contractor will be required to perform clean up of contaminated areas at their own expense.

C. Renovation Clean-Up and Clearance Testing

1. Renovation of structure using wet methods to prevent the release of airborne fibers.

2. Notify Owner Representative for observation to determine completeness of cleaning.

3. Soil sampling is recommended prior to demolition work to establish pre-existing levels of lead in soil around the perimeter of the job site. At the conclusion of renovation, the surface of the site shall be cleaned of any visible paint chips and verification samples collected to document the presence or absence of lead contamination. The site may be scraped using mechanical means such as a loader or backhoe to remove any surface contamination found. This material must be segregated and characterized for waste disposal as noted in Section 2.16 below.

D. A preliminary visual observation will be performed in the work areas by Owner Representative following notification by Contractor that said areas have been properly cleaned. Areas will be observed for the presence of visible dust, dirt and debris.

E. Visual observation will be made by Owner Representative after final clean-up to determine the presence of visible debris which may contain lead (paint chips, wood pieces, tile, etc.).

F. The Contractor shall perform additional cleaning at no additional expense to the Owner, if, in the Owner's Representative, based upon the final visual observation, previous clean-up operations were determined to be inadequate.

G. Soil sampling for total lead or similar tests will be performed in the work area after final clean up, if necessary as previously specified in this section.

H. Lead sample results will be reported in terms of micrograms of lead per cubic meter of air (air samples), micrograms of lead per square foot of surface (wipe samples), or

milligrams per kilogram (parts per million equivalent) for soil sampling. Samples will be collected in accordance with EPA, OSHA, or HUD-recommended procedures.

2.14 DISPOSAL OF LEAD WASTE

A. The cost for all waste stream testing and disposal costs shall be borne by the Contractor, and shall be included in the Contractor's base bid.

B. Dispose of the waste at designated landfills in accordance with the provisions of the Contract Documents, waste characterization testing, and in compliance with all applicable regulations. The Contractor shall submit the written manifest to the Owner prior to removing any waste from the site, and shall submit completed manifests to the Owner following disposal at an approved landfill.

C. The Contractor shall comply with all the provisions as set forth in the CCR and the Resource Conservation and Recovery Act (RCRA), as well as any State solid waste plan requirements. Representative samples shall be submitted for all materials subject to disposal, and shall be at a minimum, one sample for each type of component or material to be disposed. The characteristics for hazardous waste in California have been promulgated in CCR, Title 22, Section 66261.24 as the total threshold limit concentration (TTLC). For purposes of disposal, the soluble threshold limit concentration (STLC) will be determined by the waste extraction test (WET). The waste is considered to be a California Class I hazardous waste if the total lead content is greater than 1,000 milligrams per kilogram (mg/kg). The waste is considered to be non-hazardous if the total lead content is below 50 mg/kg. If the total lead content is between 50 mg/kg and 1,000 mg/kg, the WET should be conducted to determine if the lead content in the component exceeds the STLC of 5 milligrams per liter (mg/L). If the result is less than 5 mg/L, the material is considered non-hazardous, and if it exceeds 5 mg/L, the material is considered a California Class I hazardous waste. In order to comply with the Federal testing requirements, a toxicity characteristic leachate procedure (TCLP) analysis is required. If the lead content is found to be less than 5 mg/L, the waste does not need to be stabilized prior to disposal, but if it does exceed 5 mg/L, then, the waste would need to be stabilized prior to disposal.

D. The Contractor shall submit to the Owner a written description of the waste transfer procedure and shipping route, and shall comply with all applicable State, local and DOT regulations regarding the handling and transfer and removal of hazardous waste. The Contractor shall be responsible for all actions of the waste hauler relating to waste removal and disposal under this Contract.

END OF SECTION

Attachment 5

Certifications and DHS Lead Inspection Form 8552

State of California Department of Health Services

Lead-Related Construction Certificate	Certificate Type	Expiration Date
	Inspector/Assessor	01/15/2007



6225

Timothy K. Ryan ID# 14697

State of California Department of Health Services

Lead-Related Construction Certificate	Certificate Type	Expiration Date
	Inspector/Assessor	05/14/2006

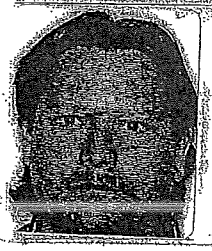


2995

Nate L. Seward ID# 13636

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Timothy K Ryan
Name



Certification No. 05-3769

Expires on 05/19/2006

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

State of California Department of Health Services

Lead-Related Construction Certificate	Certificate Type	Expiration Date
	Project Monitor	01/24/2007



Matthew J. Thrift ID # 15652

Mr. Matthew J. Thrift
Criterion Environmental, Inc.
1673 Donlon Street, #204
Ventura, California 93003-5668

WE'RE MOVING

EFFECTIVE: August 5, 2005

NEW ADDRESS:
Childhood Lead Poisoning Prevention Branch
850 Marina Bay Parkway
Building P, Third Floor, **Box C**
Richmond, CA 94804-6403

MAIN PHONE LINE:
(510) 620-5600

MAIN FAX:
(510) 620-5656

Certificate of Completion

This is to Certify that

Mr. Mathew Thrift
SS# 556-53-0595

Has successfully completed a training course for

NIOSH 582 Sampling and Evaluating Airborne Asbestos Dust

At

Ensafe Environmental Corporation

Presented this 14th day of June, 1997

Mr. Daniel B. Gawrys, REA, CAC
Registered Environmental Assessor #06670
Certified Asbestos Consultant #92-0790

REGISTERED ENVIRONMENTAL ASSESSOR CLASS I
DANIEL GAWRYS
NO. REA-06670
Exp. 6/30/98
STATE OF CALIFORNIA

State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician

Matthew James Thrift
Name



Certification No. 97-2301

Expires on 04/03/2006

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code.

STATE OF CALIFORNIA — Arnold Schwarzenegger, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF OCCUPATIONAL SAFETY AND HEALTH
ASBESTOS CONSULTANT and TRAINER APPROVAL UNIT
1 Park Towne Circle, Suite 1
Sacramento, CA 95825
Tel: (916) 574-2993 Fax: (916) 483-0572

411071549C 100

January 25, 2005

Criterion Environmental, Inc.
Alan Wayne Forbess
1673 Donlon Street, 204
Ventura , CA 93003

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, please 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 the Division until you apply for renewal of your certification.

Please inform the Division of any changes in your mailing address or work address within 15 days.

Sincerely,

Rick Axe

Rick Axe
Senior Industrial Hygienist

RA/ms

Attachment: Certification Card

cc: File

State of California
Division of Occupational Safety and Health
Certified Asbestos Consultant

Alan Wayne Forbess
Name



Certification No. 94-1549
Expires on 01/12/06

This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq. of the Business and Professions Code

State of California—Health and Human Services Agency

Department of Health Services

LEAD HAZARD EVALUATION REPORT

Section 1—Date of Lead Hazard Evaluation February 22, 2006

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
4300 Apricot Road	Simi Valley	Ventura	93063

Construction date (year) of structure	Type of structure (check one box only)
~1950	☐ Single family dwelling ☐ Multi-unit building ☒ Child-occupied facility ☐ Other (specify) _____

Section 4—Owner of Structure (If business/agency, list contact person)

Name	Telephone number
Simi Valley Unified School Dist	( )

Address [number, street, apartment (if applicable)]	City	State	ZIP code
875 E. Cochran St.	Simi Valley	CA	93065

Section 5—Results of Lead Hazard Evaluation (Check one box only)

☐ **No lead-based paint detected.**
A lead inspection was conducted following the procedures outlined in Title 17, California Code of Regulations, Division 1, Chapter 8. No lead-based paint was detected during this lead inspection. This structure is found to be lead-based paint free.

☐ **No lead hazards detected.**
Lead hazard evaluation was conducted following the procedures outlined in Title 17, California Code of Regulations, Division 1, Chapter 8. No lead hazards were detected.

☒ **Lead-based paint and/or lead hazards detected.**
Lead hazard evaluation was conducted following the procedures outlined in Title 17, California Code of Regulations, Division 1, Chapter 8. Lead-based paint and/or lead hazards were detected.

Section 6—Individual Conducting Lead Hazard Evaluation

Name	Telephone number
Tim Ryan	(805) 644-8347

Address [number, street, apartment (if applicable)]	City	State	ZIP code
1673 Donlon St. #204	Ventura	CA	93003

Brand name and serial number of any portable x-ray fluorescence (XRF) instrument used (if applicable)

Niton (6819)

DHS certification number	Signature	Date
14697	Tim Ryan	4/3/06

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 to:*
Department of Health Services
Childhood Lead Poisoning Prevention Branch
Reports
1515 Clay Street, No. 1801
Oakland, CA 94612
FAX (510) 622-5002

DHS 8552 (2/99)

Simi Valley Unified School District

*REVISED 2020/2021

JULY

S	M	T	W	T	F	S
			1	2	☺3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

☺ 3 Independence Day (legal holiday) Observed

AUGUST

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2	3	4	5	6	7	8
9	☼10	■11	■12	■13	♦14	15
16	●17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

☼ 10 New Teachers Report (1/2 day)
■ 11, 12, 13 All Teacher Staff Development
♦ 14 Preparation Day (Full Day)
● 17 First Student Day

SEPTEMBER

S	M	T	W	T	F	S
		1	2	3	4	5
6	☺7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	☻28	29	30			

☺ 7 Labor Day
☻ 28 Local Holiday (Yom Kippur)

OCTOBER

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

3rd School Month

NOVEMBER

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	☺11	12	13	14
15	16	17	18	19	20	21
22	▲23	▲24	▲#25	▲☺26	▲☻27	28
29	30					

4th School Month

☺ 11 Veterans Day
▲ 23 Thanksgiving Recess Begins
25 Classified Holiday
☺ 26 Thanksgiving Day
☻ 27 Local Holiday

DECEMBER

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20	▲21	▲22	▲23	☻24	☺25	26
27	▲28	▲29	▲30	☻31		

5th School Month

▲ 18 Winter Recess
☻ 24 Local Holiday
☺ 25 Christmas Day
☻ 31 Local Holiday

JANUARY

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24	25	26	27	28	29	30
31						

6th School Month

☺ 1 New Year's Day
♦ 4 Teacher Prep Day
● 5 First Day of 2nd Semester
☺ 18 Martin Luther King Day

FEBRUARY

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7	8	9	10	11	*12	13
14	☺15	16	17	18	19	20
21	22	23	24	25	26	27
28						

7th School Month

* 12 Non work day for all employees EXCEPT 12 MONTH CLASSIFIED EMPLOYEES
☺ 15 President's Day

MARCH

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28	▲29	▲30	▲31			

8th School Month

▲ 29 Spring Recess

APRIL

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11	12	13	14	15	16	17
18	19	20	21	22	23	24
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9th School Month

☻ 2 Local Holiday (Good Friday)
* 5 Non work day
6 School Reconvenes

MAY

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	☺31					

10th School Month

☺ 31 Memorial Day

JUNE

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20	21	22	23	24	25	26
27	28	29	30			

3 Graduation
● 4 Last Day of school
4 Teacher Checkout

● First & Last Day of School
☺ Legal Holiday
☻ Local Holiday
■ Staff Development (Student Non-Attendance)
♦ Preparation Day (Student Non-Attendance)
☼ Orientation Half-day (Student Non-Attendance)
▲ Thanksgiving, Winter & Spring Recess
Classified Holiday
* Non work day

BOE approved 6/23/2020

Simi Valley Unified School District
2021/2022

JULY

S	M	T	W	T	F	S
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18	19	20	21	22	23	24
25	26	27	28	29	30	31

☺ 5 Independence Day (legal holiday) (observed)

AUGUST

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8	■9	♦10	●11	12	13	14
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22	23	24	25	26	27	28
29	30	31				

☼ 6 New Teachers Report (1/2 day)
■ 9 All Teacher Staff Development
♦ 10 Preparation Day (Full Day)
● 11 First Student Day

SEPTEMBER

S	M	T	W	T	F	S
			1	2	3	4
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12	13	14	15	☻16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

☺ 6 Labor Day
☻ 7 Local Holiday (Rosh Hashanah)
☻ 16 Local Holiday (Yom Kippur)

OCTOBER

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17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

NOVEMBER

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28	29	30				

DECEMBER

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12	13	14	15	16	17	18
19	▲20	▲21	▲22	☻23	☺24	25
26	▲27	▲28	▲29	☻30	☺31	

JANUARY

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23	24	25	26	27	28	29
30	31					

FEBRUARY

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20	☺21	22	23	24	25	26
27	28					

MARCH

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13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	▲28	▲29	▲30	▲31		

APRIL

S	M	T	W	T	F	S
					▲1	2
3	4	5	6	7	8	9
10	11	12	13	14	☻15	16
17	*18	19	20	21	22	23
24	25	26	27	28	29	30

MAY

S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	☺30	31				

JUNE

S	M	T	W	T	F	S
			1	2	●3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

3rd School Month

4th School Month

5th School Month

▲ 20 Winter Recess
☻ 23 Local Holiday
☺ 24 Christmas Day (legal holiday observed)
☻ 30 Local Holiday
☺ 31 New Year's Day (legal holiday observed)

6th School Month

♦ 4 Preparation Day (Full Day)
● 5 School Reconvenes
☺ 17 Martin Luther King Day

7th School Month

☺ 21 President's Day

8th School Month

■ 11 All Teacher Staff Development
▲ Spring Recess

9th School Month

☻ 15 Local Holiday (Good Friday)
* 18 Non student/non work day

10th School Month

☺ 30 Memorial Day

2 High School Graduation
● 3 Last Day of School-Minimum day
3 Teacher Checkout

● First & Last Day of School
☺ Legal Holiday
☻ Local Holiday

■ Staff Development (Student Non-Attendance)
♦ Preparation Day (Student Non-Attendance)
☼ Orientation Half-day (Student Non-Attendance)

▲ Thanksgiving, Winter & Spring Recess
Classified Holiday
* Non student/non work day

BOE approved 5/19/2020