BID DOCUMENTS

Bid No. 02MOT26

FOR

Parking Lot Extension at Washington Elementary School

Mandatory Site Visit: Friday, November 14, 2025; 9:00am PST

Washington Elementary School;
Located: 4225 Sanborn Avenue,
Lynwood, CA 90262

Bid Due Date/Time/Place: Thursday, December 5, 2025; 10:00am PST

Location: Lynwood Unified School District
Purchasing Department, 2nd Floor
11321 Bullis Road
Lynwood, CA 90262
Attn: Porfiria Mora

Inquiries by email to: Porfiria Mora, Buyer at pmora@mylusd.org and cc:
purchasingfinal@mylusd.org

*****Phone calls for information concerning this BID will not be accepted***

Important: Firms interested in submitting a response to this BID, are not to contact by any means, any Board Member, Administrator, or staff member of the District other than the designated Buyer identified above regarding this BID. If this directive is violated, the District may deem the Firm's "submittal" to be "Non-Responsive", and no further consideration will be given.

Parking Lot Extension at Washington Elementary School

BID NO. 02MOT26

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SECTION 1

NOTICE TO CONTRACTORS

NOTICE TO CONTRACTORS; CALL FOR BIDS

The District reserves the right to change and/or modify the submittal schedule.

Scheduled Activities	Dates	Time
BID Advertised – 1st Advertisement	**Thursday, October 30, 2025**	
BID Advertised – 2nd Advertisement	**Thursday, November 6, 2025**	
Mandatory Pre-bid Conference & Job Walk	**Friday, November 14, 2025**	**9:00am**
PreQual Package due	**Monday, November 24, 2025**	**12:00pm**
Deadline for RFI's	**Thursday, November 20, 2025**	**12:00pm**
Deadline for Addenda.	**Tuesday, November 25, 2025**	**2:00pm**
BIDs due	**Thursday, December 5, 2025**	**10:00am**
Notice of Intent to Award	**Wednesday, December 10, 2025**	
Board of Education Meeting for Award	**Thursday, January 8, 2026**	
Notice to Award	**Wednesday, January 14, 2026**	
Estimate Construction Start Date	**Friday, January 16,2026**	

NOTICE IS HEREBY GIVEN that Lynwood Unified School District, acting by and through its Board of Education, will receive up to, but not later than the above-stated date and time, Bid Proposals for the Work of the Project described above.

1. Bid Proposal. All information or responses of a Bidder in its Bid Proposal and other documents accompanying the Bid Proposal shall be complete, accurate and true; incomplete, inaccurate or untrue responses or information provided therein by a Bidder shall be grounds for the District to reject such Bidder's Bid Proposal for non-responsiveness. Bid Proposals shall be submitted with the following:

    - Bid Proposal Sheet
    - Subcontractors List
    - Qualification Statement
    - Attachment A: Letter of Assent
    - Attachment B: DVBE Participation Statement
    - Attachment C: Non-Collusion Affidavit
    - Attachment D: Certificate of Workers Compensation Insurance
    - Attachment E: Drug-Free Workplace Certification
    - Attachment G: Bid Bond

2. Bidder and Subcontractors DIR Registered Contractor Status. Pursuant to Labor Code § 1771.1, Bidders 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.

3. Duration of Bid Proposals. Bid Proposals shall not be withdrawn by any Bidder for a period of Sixty days (60) days after the opening of Bid Proposals. During this time, all Bidders shall guarantee prices quoted in their respective Bid Proposals.

[END OF SECTION]

SECTION 2

SCOPE OF WORK

GENERAL SCOPE OF WORK

THE SCOPE OF WORK: PARKING LOT EXTENSION AT WASHINGTON ELEMENTARY SCHOOL:

Install new asphalt parking lot with 16 stalls with EV charging station, ADA parking stalls and new exterior lighting, ADA concrete walkways, tubular steel fencing and removal of existing matting at play structure and replace with a pour in place system.

SECTION 3

INSTRUCTIONS TO BIDDERS

INSTRUCTIONS FOR BIDDERS

1. Preparation and Submittal of Bid Proposal. All information required by the bid forms must be completely and accurately provided. Numbers shall be stated in both words and figures where required 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. 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. All Bid Proposals shall be submitted before the latest date/time for submitting Bid Proposals (See Notice to Contractors). Bidders are solely responsible for timely submission of Bid Proposals to the District at the place designated in the Notice to Contractors.

2. Bid Security. Each Bid Proposal shall be accompanied by Bid Security in the form of: (i) a certified or cashier's check made payable to the District or (ii) a Bid Bond, in the form and content included with the Contract Documents 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 a Bid Bond, the Bidder's Bid Proposal shall be deemed responsive only if the Bid Bond is issued by an Admitted Surety Insurer under Code of Civil Procedure §995.120 in the form and content included herein, duly completed and executed (with notary acknowledgements) on behalf of the Bidder and Surety. Bid Security shall be submitted as set forth in the Call for Bids.

3. Bidder Modifications; Withdrawal or Modification of Submitted Bid Proposal.

   3.1. 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 or surname(s) of the person(s) signing the Bid Proposal. Any Bid Proposal not conforming with 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, the District may reject such a Bid Proposal as being non-responsive.

   3.2. Withdrawal or Modification of Submitted Bid Proposal. Bid Proposals may be withdrawn or modified only if: (i) the Bidder submitting the Bid Proposal submits a written request for withdrawal or modification 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.

4. 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. The 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 representatives, 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.

5. Contract Time. The Project must be completed within the Contract Time of Seventy-Five (75) calendar days after the commencement date established by the District's Notice to Proceed.

6. Agreement and Bonds. The Agreement which the successful Bidder, as Contractor, will be required to

execute along with the forms for the Labor and Material Payment Bond, Performance Bond and other documents and instruments which will be required to be furnished by the successful are included or described 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, the Labor and Material Payment Bond, Subcontractor Performance Bond and other documents or instruments required at the time of execution of the Agreement are specified in the Contract Documents.

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

   7.1. 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 Pre-Bid Questions as set forth in the Call for Bids. Bidders are solely and exclusively responsible for submitting Pre-Bid Questions no later than the time/date designated in the Call for Bids. Responses to Pre-Bid Questions will be by written addenda. 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.

   7.2. 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.

   7.3. District's Right to Modify Contract Documents; Addenda. Before the public opening and reading of Bid Proposals, the District will respond to Pre-Bid Questions and other revisions to the Work or the Contract Documents by written addenda. 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. If the District conducts a Mandatory Job Walk, it is the contractor's responsibility to obtain a copy of the addenda from the Purchasing webpage.

   7.4. 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.

8. Award of Contract.

   8.1. 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.

   8.2. Award to Responsible Bidder Submitting Lowest Priced Responsive Bid Proposal. The award of the Contract, 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.

   8.3. Award of Contract. If the Bidder submitting this Bid Proposal is awarded the Contract, the Bidder will execute and deliver to the District the Agreement in the form attached hereto within Five (5) 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:

   - Agreement
   - Certificates of Insurance evidencing all insurance coverages the Bidder and its Subcontractors are required to obtain under the Contract Documents
   - Labor and Material Payment Bond
   - Performance Bond
   - Certificate of Workers' Compensation Insurance

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 an 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 reject all Bid Proposals.

8.4. Responsive Bid Proposal. A responsive Bid Proposal means a Bid Proposal which conforms, in all material respects, to the Bid and Contract Documents. A Bid Proposal which does not conform to material bidding requirements, as reasonably determined by the District, is subject to rejection for non-responsiveness.

8.5. Responsible Bidder.

8.5.1. 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.

8.5.2. 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.

8.5.3. 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.

8.5.4. 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; (v) 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.

8.5.5. 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.

8.5.6. Subcontractors; Subcontractors List. Each Bidder shall identify 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 (½) of one percent (1%) of the amount proposed by the Bidder for the Work. The Bidder's proposed Subcontractors shall be identified in the form of Subcontractors List. The Subcontractors List requires the Bidder's disclosure of information relating to each listed Subcontractor as set forth in the Subcontractors List. Failure of a Bidder to provide all required information for all listed Subcontractors will result in rejection of the Bidder's Bid Proposal for non-responsiveness. All Bidders are referred to the Contract Documents and the notation therein that all Contract Documents are intended to be

complementary and that the organization or arrangements of the Specifications and Drawings shall not limit the extent of the Work of the Contract Documents. 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 inferable 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.

9. DVBE Participation Goal. Bidders must meet the DVBE Participation Goal or demonstrate that Good Faith Efforts were made to meet the DVBE Participation Goal. The DVBE Participation Goal is not a quota or a set-aside, but Good Faith Efforts must be made to achieve the DVBE Participation Goal. The DVBE Participation Goal and related documents establishing a Bidder's achievement of the DVBE Participation Goal are set forth in the DVBE Participation Policy and DVBE Worksheets. All Bid Proposals be submitted with the completed DVBE Worksheets. The Bid Proposal of a Bidder who did not meet the DVBE Participation Goal and who does not demonstrate by the DVBE Worksheets that Good Faith Efforts were made to achieve the DVBE Participation Goal will be rejected for non-responsiveness.

10. 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.

11. Bid Security Return. The Bid Security of the four (4) Bidders submitting the four (4) lowest priced responsive Bid Proposals, will be held by the District for ten (10) calendar 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.

12. Forfeiture of Bid Security. If the Bidder awarded the Contract fails or refuses to execute the Agreement within time set forth in the Bid Proposal, 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 priced Bid Proposal or may call for new bids, in its sole and exclusive discretion.

13. 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, 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.

14. CWA Letter of Assent. The Work is subject to the Community Workforce Agreement ("CWA") between the District and the Los Angeles/Orange Counties Building and Trades Council. Each Bidder must submit the completed and executed CWA Letter of Assent concurrently with submitting its Bid Proposal. All Subcontractors must complete and execute the CWA Letter of Assent as a condition to performing any Work.

15. Bidder's Qualifications. Each Bidder shall submit with its Bid Proposal the form of Qualifications Statement, which is included within the Contract Documents. All information required by the Qualifications Statement shall be completely and fully provided. Any Bid Proposal not accompanied by the Qualifications Statement completed with all information required and bearing the signature of the Bidder's duly authorized representative under penalty of perjury will render the Bid Proposal non-responsive and rejected. If the District determines that any information provided by a Bidder in the Qualifications Statement is false or misleading, or is incomplete so as to be false or misleading, the District may reject the Bid Proposal submitted

by such Bidder as being non-responsive. If any response to the "Essential Requirements" section of the Qualifications Statement is a "not qualified" response, the Bidder's Bid Proposal will be rejected for failure of the Bidder to meet minimum qualifications for the Work.

1. 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.

2. 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 Qualifications Statement. 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 exempts 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.

16. 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.

17. Bid Protest.

    17.1. 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 ("Assistant Superintendent'') 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 credible evidence. Any bid protest not conforming to the foregoing shall be rejected by the District as invalid.

    17.2. District Review and Disposition of Bid Protest. Provided that a bid protest is filed in strict conformity with the foregoing, the Assistant Superintendent or such individual(s) as may be designated by

him/her ("Designee") will review and evaluate the basis of the bid protest. The Assistant Superintendent 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 Assistant Superintendent 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]

SECTION 4

BID PROPOSAL

BID PROPOSAL

PROJECT: Bid # 02MOT26; Parking Lot Extension at Washington Elementary School

Bidder	**Project** _____ (Bidder Name) _____ (Street Address) _____ (City, State, Zip Code) (_____) _____ (Telephone)		
Bidder Contact Person and Email	_____ (Name) _____ (Email Address)		
Contractors' License	_____ (License Number)	_____ (Expiration Date)	_____ (License Classifications)
DIR Registration Number	_____		

1. Bid Proposal Price.

1.1. Base Bid Price. The undersigned Bidder, having become familiarized with the Contract Documents and the local conditions affecting the performance or cost of to perform the Work, the Bidder proposes and agrees to perform the Work of the Contract Documents including, without limitation, providing and furnishing any and all of the labor, materials, tools, equipment and services necessary to perform all obligations under the Contract Documents for the sum of:

_____ Dollars ($_____).

1.2. Allowances. The District has established the following Allowance Amount for each Allowance Item set forth in the following

Allowance Item No.	Allowance Item Description	Allowance Amount
A-1	To include unit price items proposal listed on page 15A	$
A-2	_____	$_____
A-3	_____	$_____
	Aggregate Allowance Amount	$

1.3 Bid Proposal Price. The Bid Proposal Price is the sum of the Base Bid Price (Paragraph 1.1) plus Aggregate Amount (Paragraph 1.2) which is:

_____ Dollars ($_____).

[CONTINUED NEXT PAGE]

2. **Addenda**. The Bidder confirms that: (i) it has received and reviewed all Addenda issued by the District, if any, as set forth below; and (ii) that this Bid Proposal incorporates and is inclusive of, all items or other matters contained in all Addenda, if any, issued by or on behalf of the District. ***Failure of the Bidder to acknowledge all Addenda may result in rejection of the Bid Proposal for non-responsiveness.***

ADDENDUM NO.	ADDENDUM ISSUE DATE

3. **DVBE Participation Goal.** The Bidder acknowledges that the District has established a three percent (3%) Participation Goal for DVBEs in connection with the Work. The Bidder certifies to the District that the Bidder achieved the DVBE Participation Goal or the Bidder did not achieve the DVBE Participation Goal, but made Good Faith Efforts to achieve the DVBE Participation Goal, as noted by the checkbox below.

☐ The Bidder achieved the DVBE Participation Goal.
☐ The Bidder did not achieve the DVBE Participation Goal, but made Good Faith Efforts to achieve the DVBE Participation Goal

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, Instructions for Bidders and in each of the foregoing documents, the Bid Proposal may be rejected as non-responsive.

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.

A. The successful bidder must possess a **valid and active B License** at the time of bid and throughout the duration of this Contract.

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 set forth in the Contract Documents within five (5) business 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) the Performance Bond; and (iii) the Labor and Material Payment Bond. Failure of the Bidder awarded the Contract to strictly comply with the preceding may result in the District's rescission of the award of the Contract and/or forfeiture of the Bidder's Bid Security. In such an event, the District may, in its sole and exclusive discretion, elect to award the Contract to the responsible Bidder submitting the next lowest Bid Proposal, or to reject all Bid Proposals.

6. **Acknowledgments, Certifications and Authority**. The Bidder acknowledges its receipt, review and understanding of the Drawings, the Specifications and other Contract Documents pertaining to the proposed Work. The Bidder certifies that the Contract Documents are, in its opinion, adequate, feasible and complete

for providing, performing and Construction the Classroom Building in a sound and suitable manner for the use specified and intended by the Contract Documents. The 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. The undersigned is an employee of the Bidder and is authorized by the Bidder to execute this Bid Proposal on behalf of the Bidder and to bind the Bidder to this Bid Proposal.

By: _____
(Signature)

_____
(Typed or Printed Name)

Title: _____

SUBCONTRACTORS LIST

Project ("the Work")	**Bid # 02MOT26; Parking Lot Extension at Washington Elementary School**
Bidder Name	_____
Bidder's Representative Signature	_____ (Signature) _____ (Typed or Printed Name)

Licensed Name of Subcontractor	Address of Office, Mill or Shop & Phone #	Trade or Portion of Work	Contractors' License Number	DIR Registration Number

[DUPLICATE THIS FORM FOR ADDITIONAL SUBCONTRACTORS]

SECTION 5

QUALIFICATIONS STATEMENT

QUALIFICATIONS STATEMENT

The District will review this information to determine if you are a **"Responsible"** Respondent.

1. RESPONDENT QUALIFICATIONS

1.1. Respondents must be a California Department of Industrial Relations registered contractor at the time of submitting the RFQ/P/BID response.

(Provide proof; submit a copy and label as **Exhibit Q.2.1**.)

1.2. Must possess a valid and active California Contractor's "**B" license**" at the time of bid and throughout the duration of this Contract.

1.3. Have experience Construction exterior school buildings for at least five (5) California K-12 customers in the past five (5) years.

(Provide proof; submit a copy and label as **Exhibit Q.2.3**.)

1.4. Be able to meet the District's contract funding limits and schedule objectives

☐ Affirm

1.5. Be able to assign sufficient skilled, knowledgeable and experienced personnel to complete and implement project obligations.

☐ Affirm

1.6. Not be suspended or debarred from accepting contract awards from State of California and Federal Government entities.

☐ Affirm

1.7. At any time during the last ten (10) years, the Respondent, or any predecessor to the Respondent, **has not been** convicted of a crime involving any federal, state, or local law related to a public project similar in nature and scope to this RFQ/P/BID.

☐ Affirm

1.8. Judgments and Arbitration Awards. Within the past ten (10) years, the Respondent has **not been** a party to a judgment entered in a civil proceeding or an arbitration award issued by an arbitrator in a binding arbitration proceeding related to a public project similar in nature and scope to this RFQ/P/BID.

☐ Affirm

[CONTINUED ON NEXT PAGE]

1.1. Performance Bond. Within the past five (5) years no claims have been made against any Performance Bond issued for Respondent, or a predecessor to the Respondent related to a public project similar in nature and scope to this RFQ/P/BID.

☐ Affirm

1.2. Insurance. The Respondent is able to meet the District's insurance requirements described below.

☐ Affirm

Required Insurance Policy Certificate	Minimum Coverage Limits
Workers Compensation	In accordance with law
Employers Liability	One Million Dollars ($1,000,000)
Comprehensive General Liability (including property damage and automobile liability)	One Million Dollars ($1,000,000) per occurrence/Two Million Dollars ($2,000,000) in the aggregate
Professional Liability	One Million Dollars ($1,000,000) per claim Two Million Dollars ($2,000,000) in the aggregate

The undersigned is duly authorized to execute this Qualifications Statement under penalty of perjury on behalf of the above-identified Respondent.

The undersigned warrants and represents that he/she has personal knowledge of each of the responses to this Qualifications Statement and/or that he/she has conducted all necessary and appropriate inquiries to determine the truth, completeness and accuracy of responses to this Qualifications Statement.

The undersigned declares and certifies that the responses to this Qualifications Statement are complete and accurate; there are no omissions of material fact or information that would render any response to be false or misleading and there are no misstatements of fact in any of the responses.

If the District determines that any response herein is false or misleading or contains misstatements of fact, the Response will not further participate in the RFQ/P/BID selection for award process.

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

Name of Representative: _____

Title of Representative: _____

Respondents Firm Name: _____

Date: _____

Signature of Representative: _____

[END OF SECTION]

SECTION 6

ENCLOSURES & ATTACHMENTS

1.1.1. Advertisements. Advertise (with sufficient time for submission of sub-bids and the Bidder's good faith consideration of the same) prior to the last date for submittal of Bid Proposals in: (i) one or more daily or weekly newspapers of general circulation published in the locality of the Work, and (ii) one or more Construction trade publications, and (iii) one or more con Construction trade publications, journals or papers focusing on DVBEs. Each of the advertisements pursuant to the preceding, must state the following: (i) identification of the general description of the Work and an identification of the District; (ii) state the closing date and time for the District's receipt of Bid Proposals; (iii) state the last date and time for submission of sub-bids from DVBEs to the Bidder; (iv) request sub-bids from DVBE Subcontractors or Material Suppliers; (v) identify the type of Work of the Contract available for sub-bids by DVBEs; and (vi) unequivocally state the requirement of bonds, if any, of a DVBE sub-Bidder and who is to bear the expense of obtaining any required bonds.

1.2. Contract Audit. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to utilization of DVBEs in performance of the Contract. The successful Bidder awarded the Contract agrees that the District, or its designee, shall have access to any of the successful Bidder's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal Program Policy.

2. Capitalized Terms. Capitalized terms used herein shall be as defined herein or elsewhere in the Contract Documents.

[END OF SECTION]

ATTACHMENT B:

DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PARTICIPATION STATEMENT

Each bidder must complete this form in order to comply with the Lynwood Unified School District ("District") policy for participation of disabled veteran business enterprises (School District projects funded in whole or in part by the State of California pursuant to the Leroy F. Greene School Facilities Act of 1998. (Education Code §17070.10, et seq.)

Project Name: _____

Bid No.: _____

DSA No.: _____

The undersigned, on behalf of the Contractor named below, certifies that the Contractor has made reasonable efforts to secure participation by DVBE in the Contract to be awarded for the above-referenced Bid No., including participation by DVBE subcontractors and/or material suppliers.

Check only one of the following:

❑ The Contractor was unable after reasonable efforts to secure DVBE participation in the Contract for the above-referenced Project/Bid No. However, the Contractor will use DVBE services if the opportunity arises at any time during construction of the Project. Upon completion of the Project, the Contractor will report to the District the total dollar amount of DVBE participation in any Contract awarded to Contractor, and in any change orders, for the above-referenced Project.

❑ The Contractor has secured DVBE participation in the Contract for the above referenced Project/Bid No., and anticipates that such DVBE participation will equal approximately _____dollars ($_____), which represents approximately _____percent (___%) of the total Contract for such Project. Upon completion of the Project, Contractor will report to the District the actual total dollar amount of DVBE participation in the Contract awarded to Contractor, and in any change orders, for such Project

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

LYNWOOD
UNIFIED SCHOOL DISTRICT

ATTACHMENT C: NON-COLLUSION

Project: Bid # 02MOT26; Parking Lot Extension at Washington Elementary School

STATE OF CALIFORNIA COUNTY OF _____

I, _____, being first duly sworn, deposes and says
(Typed or Printed Name)

that I am the _____ of _____,
(Title) (Bidder Name)

the party submitting the foregoing Bid Proposal ("the Bidder"). In connection with the foregoing Bid Proposal, 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 a 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

_____
Name Printed or Typed

ATTACHMENT D: CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

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.
   (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.

3. The following information pertains to the Workers Compensation Insurance policy:

Name of Insurer	
Policy No.	
Expiration Date	
Name, Address, Telephone, Fax and Email Address of contact for Insurer or Broker	

_____
(Contractor Name)

By _____
(Signature)

_____
(Typed or printed name)

ATTACHMENT E: DRUG-FREE WORKPLACE

I, _____, am the _____of
(Print Name) (Title)
_____. I declare, state and certify to all of the following:
(Contractor Name)

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

   2.1. 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;

   2.2. 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;

   2.3. 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.

3. 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: (a) the prohibition of any controlled substance in the workplace, (b) establishing a drug-free awareness program, and (c) 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.

4. Contractor and I understand that if the District determines that Contractor has either: (a) made a false certification herein, or (b) 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*.

5. 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.

6. 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 F1: 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 establishes three (3) methods for ensuring the safety of pupils as described below.

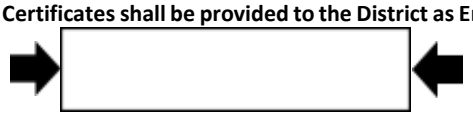
   1.1. Installation of a physical barrier.

   1.2. Continual supervision and monitoring of all of the 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.

   1.3. Surveillance of contractor's employees by school personnel.

   The District requires Entity/Contractor to be able to comply with method (1.2) 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 any such individual from District sites.

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

   Entity/Contractor DOJ issued ORI # 

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:

   2.1. The fingerprints of each person identified on Fingerprint Certificate Attachment, 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

   2.2. The California Department of Justice has issued written or electronic verification that each person identified on Fingerprint Certificate Attachment 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 the Fingerprint Certificate Attachment 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 the Fingerprint Certificate Attachment which would render such statements and/or information to be false or misleading.

5. 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 Construction, 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)

FINGERPRINT CERTIFICATE ATTACHMENT MUST BE COMPLETED IN ACCORDANCE WITH THE ABOVE

ATTACHMENT F2: FINGERPRINT CERTIFICATE ATTACHMENT

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.

NAME	DATE OF DOJ VERIFICATION

ATTACHMENT G: 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 **Lynwood 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 **Bid # 02MOT26; Parking Lot Extension at Washington Elementary School**

Location: 4225 Sanborn Avenue, Lynwood, CA 90262

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 thereunder, 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.

[CONTINUED NEXT PAGE]

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 incurred by the Obligee in connection 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 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)

ATTACHMENT H: 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 **Lynwood Unified School District** ("the Obligee") for payment of the penal sum of **Bid Amount from Respondent** 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 **Bid # 02MOT26; Parking Lot Extension at Washington Elementary School**

Location: 4225 Sanborn Avenue, Lynwood, CA 90262

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 promptly, fully and faithfully performs 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 indemnifies and saves 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. The 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.

If the Obligee terminates 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 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.

If 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. If 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.

_____

(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)

ATTACHMENT I: LABOR AND MATERIALS 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 **Lynwood Unified School District** ("the Obligee") for payment of 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 **Bid # 02MOT26; Parking Lot Extension at Washington Elementary School**

Location: 4225 Sanborn Avenue, Lynwood, CA 90262

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 §9100, 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 insure 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 attorneys' 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

[CONTINUED NEXT PAGE]

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.

_____

(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)

ATTACHMENT J: 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 Lynwood 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)

ATTACHMENT K: GUARANTEE

NOTE: This form is to be submitted with the final pay request

Project: Bid # 02MOT26; Parking Lot Extension at Washington Elementary School

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)

SECTION 7

SAMPLE CONTRACT

SAMPLE AGREEMENT

THIS AGREEMENT is entered as of ***[insert date]*** in the City of Lynwood, County of Los Angeles, State of California, by and between **Lynwood Unified School District**, a California Unified School District hereinafter "District" and _____("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 **Bid # 02MOT26; Parking Lot Extension at Washington Elementary School located at 4225 Sanborn Ave., Lynwood, Ca 90262.** The Contractor shall complete all Work covered by the Contract Documents, including without limitation, the Drawings and Specifications prepared by the Architect, _____ and other Contract Documents enumerated in Article 5 below, along with all modifications and addenda thereto issued in accordance with the Contract Documents.

2. **Contract Time**. The Contractor shall achieve Substantial Completion of the Work within the Contract Time which is Seventy-eight (75) 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 ($_____). 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, and the following Alternate Bid Items, if any: _____.

4. **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 Punch List items within the time established pursuant to the Contract Documents.

5. **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; and/or iii) loss of productivity.

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

00 01 13	Call for Bids, including Bid Addenda, if any
00 01 21	DSA Form 103
00 21 13	Instructions for Bidders
00 41 00	Bid Proposal
00 41 13	Alternate Bid Items Proposal Form
00 43 13	Subcontractors List
00 45 15	Qualifications Statement
00 45 19	Non-Collusion Affidavit
00 45 26	Certificate of Workers Compensation Insurance
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00 45 58.01	DVBE Attachment B, Bidder DVBE Statement
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00 52 00	Agreement
00 61 10	Bid Bond
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00 62 90	Verification of Certified Payroll Records Submittal to Labor Commissioner
00 63 90	Guarantee Form
00 65 37	Contractor Certification of Subcontractor Claim
00 72 00	General Conditions
00 73 00	Special Provisions Drawings Specifications

7. **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 Contracts Documents.

CONTRACTORS ARE REQUIRED BY LAW TO BE LICENSED AND REGULATED BY THE CONTRACTORS' STATE LICENSE BOARD. ANY 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"
Lynwood Unified School District

By: _____

Title: _____

"CONTRACTOR"

_____

By: _____

Title: _____

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16.13. Capitalized Terms.
16.14. Attorney's Fees.
16.15. Provisions Required by Law Deemed Inserted.
16.16. Days.
16.17. Prohibited Interests.
16.18. Entire Agreement.

GENERAL CONDITIONS

1. DEFINITIONS; GENERAL

1.1. District. The "District" refers to **Lynwood Unified School District** and unless otherwise stated, includes, the District's authorized representatives, including the Project Manager, if a Project 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 the Architect's authorized representative

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 which 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.

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. Large scale Drawings shall take precedence over smaller scale Drawings as to shape and details of Construction. Figured dimensions on Drawings shall govern, but Work which is not dimensioned shall be as directed or required by field conditions. Specifications shall govern as to materials, workmanship and installation procedures.

1.10. Special Conditions; Supplemental Conditions. Special Conditions and Supplemental Conditions, if any, are part of the Contract Documents, setting forth provisions and requirements applicable to the Work which is not otherwise established in the Contract Documents.

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 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. In the event of conflicting provisions between the Contract Documents that were not called to the attention of the Architect or District prior to award of the Contract, the Architect shall determine which of the conflicting requirements shall govern. In general, the Architect shall use as a guideline the more stringent requirements or the more expensive material unless, in the opinion of the Architect, other requirements are more appropriate. The decision of the Architect is final and shall not be further reviewable or appealable by arbitration or litigation. 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. If conflicts, inconsistencies, or ambiguities exist between the Special Conditions and the General Conditions, the Special Condition shall prevail.

1.12.4. Drawing Dimensions. Dimensions given on the Drawings take precedence over scaled measurements, and large-scale Drawings take precedence over small scale Drawings. Figures take precedence over scaled dimensions. Scaling of dimensions is performed at the Contractor's own risk.

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, Sub-Subcontractor, manufacturer, Material Supplier, or distributor 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 or any of its 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 the Laws, including without limitation, 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 items. 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" or which are reasonably inferable as a "typical" condition; 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. Project Manager, The Project Manager is an independent contractor retained by the District and is authorized and empowered to act on behalf of the District as set forth in the Contract Documents. The District reserves the right to remove or replace the Project Manager prior to completion of the Work without adjustment of the Contract Price or the Contract Time or otherwise affect, limit or restrict Contractor's obligations hereunder. The Project Manager for the Work is identified in the Special Conditions. If no Project Manager is designated for the Work, references to the Project Manager in the Contract Documents are deemed deleted and replaced with references to the Architect, Project Inspector and/or the District as applicable and appropriate in the context of usage.

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. The Contractor's obligations under the Contract Documents include performance and completion of Work noted in Field Clarifications.

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 incompliance 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. The Contractor shall promptly correct, repair or replace any portion of the Work subject to a Notice of Non-Compliance.

1.24. Delivery. The term "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 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. Progress Reports; Verified Reports. Progress Reports are written reports prepared by the Contractor and its Subcontractors on a daily basis. Daily Progress Reports shall be completed and submitted to the District not later than 9:00 A.M. of the ensuing business day. Daily Progress Reports must include: (i) the number of labor and supervising personnel at the Site; (ii) the labor/work classification of each laborer; (iii) a detailed description of the Work in progress and completed; (iv) weather/environmental conditions; and (v) problems encountered with a potential impact to the Contract Time or the Contract Price. 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.

1.27. Laws. The term "Laws" as used in the Contract Documents shall 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. Laws refer to those enacted and in effect as of the execution of the Agreement, amendments thereto occurring during the performance of the Work 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.

1.28. 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. A Construction Change Directive may be effectuated by issuance of a Field Order or similar instruction by the Architect when authorized by the District.

2. DISTRICT

2.1. Information Required of the 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; Fees. Except as otherwise provided in the Contract Documents, the District shall secure and pay for necessary permits, approvals, easements, assessments and charges required for Construction, use or occupancy of permanent structures or for permanent changes in existing facilities which are part of the Work. If permits or other authorization of public authorities with jurisdiction over any portion of the Work are designated as the responsibility of the Contractor under the Contract Documents, the Contractor shall be solely responsible for obtaining the same. The cost of such permits or authorizations and any costs incurred by the Contractor in obtaining such permits shall be included within the Contract Price, unless otherwise expressly provided for in the Contract Documents. Notwithstanding any provision of the Contract Documents the contrary, without adjustment of the Contract Time or the Contract Price, the Contractor shall pay for and obtain the following as necessary for completion or performance of the Work: (i) temporary Fire Department permits for temporary material handling, storage and/or dispensing facilities for fuel, oil, liquid or gasses; (ii) Air Quality Management District permits relating to temporary facilities used in connection with any portion of the Work; and (iii) City of Lynwood business license.

2.1.3. Drawings and Specifications. Without adjustment of the Contract Time or the Contract Price, the Contractor shall be responsible for completing all Work and other obligations of the Contractor under the Contract Documents. At the commencement of the Work, the District, through the Project Manager or the Architect, will provide the Contractor with the number of sets of the Contract Documents indicated in the Special Conditions. The Contractor may obtain additional sets of the Contract Documents at the cost of reproduction.

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. To the extent that 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 any existing improvements, the conditions and/or existing improvements depicted in the Contract Documents are as they are believed to exist. 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. Subject to the provisions of Article 4.2.3, 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 waive or limit the exercise of any other right or remedy of the District under the Contract Documents or at law. If Work is stopped or suspended pursuant to the foregoing, the Contract Price and the Contract Time are not subject to adjustment. The Construction Manager shall be authorized to exercise and enforce the rights of the District under this Article 2.2.

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 payments, retainage, if any, security, maintenance, utilities, damage to the Work, insurance and 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 Contractor, Project Manager, 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. Unless otherwise expressly agreed upon by the District and the Contractor, the District's partial occupancy or use of the Work or any portion thereof, shall not constitute the District's acceptance of Defective or Non-Conforming Work. Notwithstanding the District's partial occupancy of the Work, the Contractor shall promptly correct, repair or replace all Defective or Non-Conforming Work in areas partially occupied by the District.

2.4. 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 days Mondays through Fridays, excepting holiday days ("Project Inspector Standard Workdays"). Unless the District directs the Contractor to perform Work exceeding the Project Inspector Standard Workdays, for any Work performed by the Contractor outside the Project Inspector Standard Workdays, the Contractor shall be responsible for payment of Project Inspector fees for Project Inspector services relating to such Work. All services provided by the Project Inspector exceeding an eight (8) hour workday Mondays through Fridays and/or the first eight (8) hours on Saturdays shall be at one and one-half (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 District's 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 such fees from the Contract Price then or thereafter due the Contractor.

3. PROJECT MANAGER AND CONTRACT ADMINISTRATION

3.1. Administration of the Contract. The Architect and the Project 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 Project 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 and the Project Manager are 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 Project Manager is authorized to stop the Work whenever deemed necessary in the sole discretion of the Project Manager to ensure that the Work is completed in accordance with the Contract Documents.

3.2. Project Manager Periodic Site Observations. The Project Manager 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 will not be 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.

3.3. Contractor Responsibility for Construction Means, Methods and Sequences. Neither the District, Project Inspector, Architect or the Project 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. The District, Architect, Project Inspector or Project Manager have no control over or charge of and are not responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

3.4. Review of Applications for Payment. The Architect, Project Inspector and Project Manager will each review the Contractor's Applications for Progress Payments and for Final Payment, evaluate the extent of Work performed and certify to the District the amount properly due the Contractor on such Application for Payment.

3.5. Rejection of Work. The Architect and/or Project Manager are authorized to reject Work which is defective or does not conform to the requirements of the Contract Documents. Whenever the Architect, Project Inspector or the Project Manager consider it necessary or advisable, for implementation of the intent of the Contract Documents, they shall have authority to require additional inspections or testing of the Work, whether or not such Work is fabricated, installed or completed. The authority of the Architect, Project Inspector or the Project Manager or a decision made in good faith by the Architect, Project Inspector or Project Manager to exercise or not to exercise such authority shall not give rise to a duty or responsibility to the Contractor, Subcontractors, Material Suppliers, their agents or employees, or other persons performing portions of the Work.

3.6. Submittals.

3.6.1. 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 Project Manager for the Work, Submittals shall be transmitted by the Contractor to the Project Manager for distribution by the Project Manager to the Architect and the District. Upon completion of the Architect's review of a Submittal, the Project 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 Project 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.

3.6.2. 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.

3.6.3. 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.

3.7. Changes to the Work; Change Orders. The District will prepare Change Orders, and with the written approval of the District, may authorize minor Changes in the Work which do not result in adjustment of the Contract Time or the Contract Price. The District is authorized to issue Field Clarifications and Field Orders.

3.8. Completion. The Architect, Project Inspector and the Project Manager will conduct observations to determine the date(s) of Substantial Completion and the date(s) of Final Completion. The Project Manager will receive from the Contractor and forward to the District, for the District's review and records, written warranties and related documents or other items required by the Contract Documents upon close-out of the Work which are assembled by the Contractor. If a Project Manager is not retained for the Work, the Contractor shall submit such items to the Architect for forwarding to the District. The Architect, Project Inspector and Project Manager will verify that the Contractor has complied with all requirements of the Contract Documents and is entitled to receipt of Final Payment.

3.9. Interpretation of Contract Documents; Architect as Initial Arbiter of Disputes. 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, the Architect shall be afforded a ten (10) calendar day period after receipt of such request to review and respond thereto. Interpretations and decisions of the Architect will 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, the Architect will endeavor to secure faithful performance by both the District and the Contractor, will not show partiality to either and will not be liable 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. If there is any disagreement, dispute or other matter in controversy between the District and the Contractor, in addition to other requirements established by the Contract Documents or by law, the submission of the same to the Architect for its decision shall be a condition precedent to initiation of dispute resolution procedures.

3.10. 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"), it shall be affirmative obligation of the Contractor to timely notify the Architect and the Project Manager, in writing, of the Conditions encountered and to request an interpretation 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 and the Project Manager 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 an interpretation 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 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. 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; or (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 interpretation, including without limitation, fees of the Project Manager and the Architect as well as any other design consultant to the Architect or the District. If the Contractor requests further clarification of a response to a Request for Interpretation, the subsequent Request for Interpretation shall be identified by the same number as the initial Request for Information followed by an alphabetical letter, beginning with the letter "A". In responding to any of Contractor's Request(s) for Interpretation, the Architect shall, in the response, indicate if the Architect has made the determination pursuant to the preceding sentence and, if so, the amount of costs to be borne by the Contractor for the processing, review, evaluation and response to the Request for Interpretation. Thereafter, the District is authorized to deduct such amount from any portion of the Contract Price then or thereafter due the Contractor.

3.11. Communications. 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 Project Manager, if one is retained for the Work. Communications between the Contractor and the District's separate contractors, if any, shall be through the District. 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 Project Manager and the Architect for review, inspection and reproduction as may be requested from time to time. Failure or refusal of the Contractor to permit the District, the Project Manager or Architect to review, inspect or reproduce such written communications may be deemed a default of Contractor hereunder. The District reserves the right to implement a computerized data logging and storage system for communications relating to the Work. The Contractor's use and access to such data logging systems will be as established by the District and the Project Manager. The Contractor's use of the data logging system will be without charge or expense to the Contractor; provided, however, the Contract Time and the Contract Price shall not be subject to adjustment on account of the use of the data logging system or training of the Contractor's personnel on the use and functions of the data logging system.

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

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 and the Project Manager 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 and the Project Manager of the same, the Contractor shall assume full responsibility for such performance and

shall bear all attributable costs for correction of the same.

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 and other information known to the Contractor with information provided in the Contract Documents. Errors, inconsistencies or omissions discovered shall be reported in writing to the Architect, Project Inspector and the Project Manager at once.

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 shall be solely responsible for 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 an engineer duly registered under the laws of the State of California in the engineering discipline for such portion of the Work. Upon commencement of any item of the Work, the Contractor is responsible for dimensions of such item of Work and related Work; without adjustment of the Contract Time or Contract Price, the Contractor is responsible for making component parts of the Work fit together properly. Before ordering any materials or doing any Work, the Contractor and each Subcontractor shall verify measurements and shall be responsible for the correctness and accuracy of the same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the dimensions indicated on the Drawings. Any difference between actual field dimensions and those indicated in the Drawings shall be submitted to the Architect for resolution before proceeding with the Work in affected areas.

4.1.4. Work in Accordance with Contract Documents. The Contractor shall perform all of the Work in strict conformity with the Contract Documents and approved Submittals.

4.2. Site Investigation; Subsurface Conditions.

4.2.1. Contractor Investigation. The Contractor shall be 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 and materials; 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 Agreement.

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 is 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 acknowledge that its bid is based upon its own opinion of the conditions which may be encountered.

4.2.3. Subsurface Conditions. If the Work under the Contract Documents 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 is responsible for inspection of completed or partially completed Work to determine that such Work is 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 shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents either by activities or duties of the Project Manager, Project Inspector or the Architect in their administration of the Contract, observations of the Work, 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 is responsible for maintenance and preservation of benchmarks, reference points and stakes for the Work, with all costs associated therewith included in 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 West Valley-Mission Community College District. Copies of the documents shall be submitted to the Project 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, including utility connections, temporary distributions, temporary transformers, routing, and removal thereof at completion of the Work shall be obtained by the Contractor without adjustment of the Contract Price or the Contract Time. The installation and/or removal of any such temporary utility services and distributions by the Contractor shall be coordinated with the District's facilities operations and other District activities at the Site, so operations and activities at or about the Site are not interrupted and utility services are not impaired or interrupted.

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 and Overhead Facilities unless the Contractor has notified the District and Construction Manager in writing of utility service disruptions at least three (3) working 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. Utilities include heating, A/C, plumbing and electrical.

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, Project 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 required meetings 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) responsibilities of the Contractor and Subcontractor under the OCIP; (ii) administrative matters, including an overview of the respective responsibilities of the District, Architect, Project 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 Project Manager, District or Architect and will generally include as agenda items: Site safety, field issues, coordination of Work, a review of a three week look-ahead schedule prepared by the Contractor's Superintendent, Construction progress and impacts to timely completion, if any. The purposes of the Progress Meetings include: 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 Progress 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 Project 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. Attendance of the Contractor, Subcontractors and others as directed by the District at Special Meetings is a material obligation of the Contractor under the Contract Documents.

4.3.7.5. Minutes of Meetings. Following the conclusion of the Pre-Construction Conference, Progress Meetings and Special Meetings, the Project Manager or Architect 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 Project Manager, as applicable, 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 Project Manager; such objections or corrections shall be submitted to the Architect and the Project 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 the Laws. 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 the Laws. 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.

4.3.9.2. 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 regulations established by the EPA and 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 the Laws, 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 determination, debris, powder, sawdust, dirt or dust from any Work disrupts or disturbs the students or faculty or the normal operation of the District, at the District's request, the Contractor shall schedule the performance of all such Work around normal District 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. 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, Project Inspector or Project 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 all 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 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's Superintendent and Contractor Project Manager. Prior to start of Work at the Site, the Contractor shall submit in writing to the District and Project Manager, the qualifications of the Contractor's proposed superintendent ("Contractor Superintendent") and the Contractor's proposed Project Manager ("Contractor PM") for acceptance by the Project 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 Project 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 an 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. 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. 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.

4.4.5. Prohibition on Harassment.

4.4.5.1. 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 or veteran status. 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.

4.4.5.2. 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.

4.4.5.3. Prohibition on Harassment at the Site. Contractor shall not permit any person, whether employed by Contractor, a Subcontractor, Sub-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 4.4.5.2 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. In the event that 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, 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 4.4.5.3; 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 local, state and/or federal required 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. Unless otherwise provided in the Contract Documents, the District shall secure and pay for the building permits, other permits, governmental fees, licenses and inspections necessary or required for the proper execution and completion of the Work. The foregoing notwithstanding, whether or not set forth in the Special Conditions, without adjustment of the Contract Price, the Contractor shall pay all fees, costs or other expenses associated with or arising in connection with Deferred Approval Items.

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. All Work completed by the Contractor shall be in compliance with the Laws.

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 applicable Laws, the Contractor shall promptly notify the Architect, Project 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, Project 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.

4.6.4. DIR Registration. At all times during the Work, the Contractor shall be a DIR registered contractor. Performance of any Work by the Contractor without the Contractor being a DIR registered contractor at the time Work is performed is the Contractor's default in performance of a material obligation of the Contractor under the Contract Documents.

4.7. Submittals.

4.7.1. Purpose of Submittals. Shop Drawings, Product Data, Samples and similar submittals (collectively "Submittals") are not Contract Documents. The purpose for submission of Submittals is to demonstrate, for those portions of the Work for which Submittals are required, the manner in which the Contractor proposes to provide or incorporate such items of the Work in conformity with the information given and the design concept expressed in the Contract Documents. Refer to the Special Conditions for any requirements relating to Phasing of the Work and additional Submittal requirements.

4.7.2. Contractor's Submittals.

4.7.2.1. Prompt Submittals. The Contractor shall review, approve and submit to the

Project Manager and Architect or such other person or entity designated by the District, 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 to the Project Manager and the Architect within the time frames set forth in the Submittal Schedule incorporated and made a part of the Approved Construction Schedule prepared and submitted by the Contractor pursuant to Article 7 of these General Conditions. Contractor's submission of Submittals in conformity with the Submittal Schedule is a material obligation of the Contractor. In the event of Contractor's failure or refusal to prepare and 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 District acknowledge and agree that if Contractor shall fail to deliver Submittals in accordance with the Submittal Schedule, the District will incur costs and expenses not contemplated by the Contract Documents, the exact amount of which are difficult to ascertain and fix. 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 resubmission, Contractor shall submit revised Submittals within seven (7) days and 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, any per diem assessments imposed under this Article 4.7.2.1 for Contractor's delayed submission of Submittals. In the event of the District's imposition of the per diem assessments due to the Contractor's delayed submission of Submittals or in the event of the District's assessment of costs and expenses incurred 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 with 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 make timely submission of any Submittal.

4.7.2.2. Approval of Subcontractor Submittals. All Submittals prepared by Subcontractors, of any tier, Material Suppliers, manufacturers or distributors shall bear the written approval of the Contractor thereto prior to submission to the Architect and Project Manager 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, Project Manager 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. Each Submittal shall include the following certification duly executed by the Contractor's Superintendent for the Work:

> "The Contractor has reviewed and approved the field dimensions and Construction criteria of the attached Submittal. The Contractor has verified that the Submittal includes notations of any portion of the Work depicted in the Submittal which is not in strict conformity with the Contract Documents. The information in the attached Submittal has been reviewed and coordinated by the Contractor with information included in other Submittals."

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 Project Manager and Architect return a Submittal as rejected or requiring correction(s) with re-submission, the Contractor, so as not to delay the progress of the Work, shall thereafter resubmit, within seven (7) days, a Submittal conforming with 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.

4.7.4. Submittal Review Notations. Unless otherwise provided elsewhere 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.

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

4.7.5. Deferred Approval Items. For all Work designated in the Contract Documents as a "Deferred Approval," the Contractor shall be solely and exclusively responsible for the preparation of designs, calculations and other materials for each Deferred Approval item ("Deferred Approval Design"). Where required by the Laws or the nature of a Deferred Approval, the Deferred Approval Design shall be completed and stamped by a California licensed architect or California registered engineer. The Deferred Approval Design shall: (i) incorporate all requirements of the Deferred Approval as set forth in the Contract Documents; (ii) be coordinated with other portions of the Work; (iii) be completed in a timely manner so as not to delay, disrupt or interfere with completion of the Work within the Contract Time; and (iv) be completed in accordance with the applicable professional standard of care. The Contractor shall submit each completed Deferred Approval Design to the Architect for review and acceptance. The Contractor shall modify each Deferred Approval Design as necessary to obtain the Architect's acceptance of the entirety thereof. Upon the Architect's acceptance of a Deferred Approval Design, the Contractor shall be responsible for: (i) submittal of the Deferred Approval Design to DSA for review and approval; (ii) modifications to the Deferred Approval Design as necessary to obtain DSA approval; and (iii) payment of fees or charges imposed by DSA for review and approval of a Deferred Approval Design without adjustment of the Contract Price. Notwithstanding review and acceptance of a Deferred Approval Design by the Architect or DSA issuance of approval to Construction pursuant to the Contractor's Deferred Approval Design, the Contractor remains liable to the District for all losses, damages, costs, or other consequences of the failure of any Contractor's Deferred Approval Design to: (i) conform to the applicable design professional standard of care; (ii) conform to design intent and/or aesthetic requirements established in the Contract Documents; or (iii) perform and function in accordance with requirements established in the Contract Documents.

4.8. Materials and Equipment.

4.8.1. Specified Materials, Equipment. Except as otherwise expressly set forth in the Contract Documents, 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 Documents, 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 items 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 that the quality, performance capability and functionality (including visual and/or aesthetic effect) of the proposed alternative or substitute will meet or exceed the quality, performance capability and functionality of the item or process specified; and (iii) the Contractor demonstrates to the Architect 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 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, of the Architect's consultant(s) 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, 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. "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. Any material, equipment, or other item is identified in the Contract Documents as a District Standard or 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 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 or Sub-Subcontractor performing any portion of the Work similarly place orders for all materials and/or equipment to be furnished by any such Subcontractor or Sub-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, Project 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 or Sub-Subcontractor.

4.8.5. District's Right to Place Orders for Materials and/or Equipment. Notwithstanding any other provision of the Contract Documents, in the event that the Contractor shall, upon request of the District or the Architect, fail or refuse, 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.

4.9. Safety.

4.9.1. Safety Programs. Notwithstanding any action by the District, Project Manager, Project Inspector or Architect, the Contractor shall be solely responsible for initiating, maintaining, supervising and enforcing all safety programs required by the Laws in connection with the performance of the Contract, or otherwise required by the type or nature of the Work. The Contractor's safety program shall include all actions and programs necessary for compliance with California or federally statutorily mandated workplace safety programs, 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. Prior to commencement of Work at the Site, the Contractor shall provide the Project Manager and the District with the Contractor's proposed safety program for the Work for review. Such review by the Project Manager and/or the District shall not operate to relieve, impair or otherwise limit the Contractor's responsibility for initiating, maintaining, supervising and enforcing safety programs. Without adjustment of the Contract Price or the Contract Time, the Contractor shall modify and re-submit its proposed safety plan to

incorporate modifications thereto requested by the Project Manager. The Project Manager is authorized to monitor the Contractor's obligation to implement the Contractor's safety program.

4.9.2. Contractor Safety Plan. Prior to commencement of Work at the Site, the Contractor shall submit to the District and the Project 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 in, on, about or adjacent to the Site, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of Construction. The Contractor shall take adequate precautions and measures to protect existing roads, sidewalks, curbs, pavement, utilities, utility easements, adjoining property and improvements thereon (including without limitation, protection from settlement or loss of lateral support) and to avoid damage thereto. When use or storage of explosives or other hazardous materials or equipment or other hazardous Construction methods are necessary, the Contractor shall give the District, Project Inspector and Project Manager reasonable advance written notice. At all times the Contractor shall provide an adequate number of fire extinguishers or other approved fire/life-safety devices during Work at the Site. Each fire extinguisher shall be conspicuously displayed and clearly marked with instructions for use. Without adjustment of the Contract Price or the Contract Time, the Contractor shall repair, replace or restore any damage or destruction of the foregoing items as a result of performance or installation of the Work.

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, promulgating safety regulations and notifying Districts and users of adjacent sites and utilities.

4.9.5. Safety Notices. The Contractor shall post all notices required by applicable law and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities 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 Project Inspector, Project Manager and the Architect.

4.9.7. Emergencies; First Aid. In an emergency affecting safety of persons or property, the Contractor

shall act, to prevent threatened damage, injury or loss. The Contractor shall maintain stocked emergency first aid kits at the Site which comply with the Laws.

4.9.8. Hazardous Materials.

4.9.8.1. General. In the event that 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 the Laws or interpretation thereof (collectively "Hazardous Materials"), the Contractor shall comply with the Laws and shall exercise all necessary safety precautions relating to the use, storage or disposal thereof.

4.9.8.2. Prohibition on Use of Asbestos Construction 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. If any portion of the Work depicted in the Drawings or the Specifications requires materials or products which the Contractor knows, or should have known with reasonably diligent investigation, to contain ACBMs, Contractor shall promptly notify the Project Manager, 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 Contractor's Performance Bond Surety.

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

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 Construction and other codes or regulations applicable to the Work, including without limitation, Title 24, Parts 2, 3, 4, 5, 7 and 9 of the California Code of Regulations. During performance of the Work, all documents maintained by Contractor at the Site shall be available upon request to the District, the Project 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 Project Manager and 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, the Project Manager and/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 8.5.2 of these General Conditions, prior to receipt of the Final Payment, Contractor shall deliver the Record Drawings to the Project Manager for transmittal to the District.

4.10.3. Daily Reports by Contractor. At the end of each work day, the Contractor shall submit a daily report to the Project Manager and the Project Inspector which include at least the following: (i) subcontractors; (ii) number of laborers and classifications of work of laborers for the contractor/subcontractors, (iii) material/equipment deliveries, (iv) special tests or inspections conducted; (v) weather conditions; and (vi) encountered conditions with potential costs or time impacts.

4.11. Site

4.11.1. Contractor's 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 "broom-clean" standard on a daily basis. If the Work of the Contract Documents includes Construction and/or the installation of floor covering, prior to commencement of any Construction operations or the installation of any flooring covering, the area and adjoining areas of the Site where Construction is to be applied or floor covering is to be installed shall be in a "broom-clean" condition. Prior to completion of the Work, the Contractor shall remove from the Site all rubbish, waste material, excess excavated material, tools, Construction Equipment, machinery, surplus material and any other items which are not the property of the District under the Contract Documents. At completion of the Work, the Contractor shall clean the Construction interior and exterior, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal surfaces, areas where debris, dust and similar items have collected, clean and polish all glass, plumbing fixtures, finish hardware, metal/wood/stone finishes. As directed by the Construction Manager, District or Architect, the Contractor shall remove temporary fencing, barricades, planking, temporary sanitary facilities, temporary utility distributions and other temporary facilities. Upon completion of the Work, the Site and all adjoining areas shall be left in a neat and broom clean condition satisfactory to the District. The Project Inspector or Construction Manager are 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 the DSA, the District, the Construction Manager, the Project Inspector, the Architect and the Architect's consultant(s) with access to the Work, whether in place, preparation or in progress and wherever located.

4.14. Information and Facilities for the Project Inspector.

4.14.1. Information to Project Inspector. The Contractor shall provide the Project Inspector with 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. The Contractor shall furnish such other information requested by the Project Inspector as necessary for the Project Inspector's discharge of its duties and responsibilities relating to the Work.

4.14.2. Facilities and Services for Project Inspector. The Contractor shall provide, without adjustment of the Contract Price, for use by the Project Inspector, the District and Project Manager the following: (i) lockable temporary office space consisting of sufficient space to accommodate Project Inspectors assigned to the Project; (ii) furniture and furnishings consisting of desks and chairs for use by Project Inspectors assigned to the Project, file storage, one (1) conference table and seating sufficient to accommodate seating for at least four (4) people; (iii) landline phone; (iv) plain paper fax machine; (v) landline telephone and fax service; (vi) internet service; and (vii) plain paper copier with copy speed of no greater than thirty-five (35) pages per minute. If the Contractor does not provide the foregoing described facilities, furnishings, equipment, or fails to pay timely any charges or fees arising out of the use of the same, the District may, as applicable, procure facilities, furnishings, equipment and services required by the Contract Documents or pay outstanding charges. Contractor shall reimburse the District for all costs, including the District's administrative costs, incurred by the District pursuant to the preceding sentence; in lieu of the Contractor's reimbursement and at the sole and exclusive discretion of the District, such costs may be deducted by the District from any portion of the Contract Price or thereafter due the Contractor.

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 under the Contract Documents.

4.16. Cutting and Patching. The Contractor shall be 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. When modifying new Work or when installing Work adjacent to an existing structure/facility, the Contractor shall match, as closely as conditions of the Site and materials will allow, the finishes, textures and colors of the existing structure/facility and refinish elements of the existing structure/facility. 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 Hazardous Materials. In the event 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, Project Manager and the Architect, in writing, of such conditions. The Contractor shall proceed with the Work in such affected areas only after such Hazardous Materials have been rendered harmless, contained, removed or abated. In the event 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.

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) working 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 hereinafter 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 working 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 Project 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) working 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. DLSE 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 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.

4.21. 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. Disabled Veteran Business Enterprises (DVBE) Participation Goal.

4.22.1. Continuing Responsibilities. The Contractor shall secure the participation of DVBEs in accordance with the Contractor's DVBE Good Faith Efforts Worksheets submitted with the Contractor's Bid Proposal.

4.22.2. DVBE Participation Reports and Data. During performance of the Work, the Contractor shall maintain complete and accurate records of DVBE participation in executing the Work. From time-to-time, upon the request of the District, the Contractor shall submit reports, in form and content satisfactory to the District, regarding DVBE Participation in the Work of the Contract, including the participation of DVBEs in the performance of approved Changes to the Work (DVBE Reports). The failure or refusal of the Contractor to submit DVBE Reports during performance of the Work within ten (10) days of the District's request for DVBE Reports may be deemed by the District to be the Contractor's default of a material obligation of the Contract Documents and thereupon, the District may exercise any right or remedy provided for under the Contract Documents or at law, including without limitation termination for Contractor default or the withholding of payments otherwise due under the Contract Documents until such DVBE Report(s) is/are received. If requested by the District, upon completion of the Work, the Contractor shall submit a final DVBE Report identifying all DVBEs utilized in the performance of the Work, the type or classification of the Work performed by each such DVBE and the dollar value of the Work performed by each such DVBE. In the event that the District shall request a report of DVBE utilization upon completion of the Work of the Contract, the submission of such report in form and content satisfactory to the District shall be deemed a condition precedent to the District's obligation to make payment of the Final Payment under the Contract Documents. The submission of such final DVBE Report shall be in addition to, and not in lieu of any other conditions precedent set forth in the Contract Documents for the District's obligation to make payment of the Final Payment. The Contractor shall maintain books and records of DVBE Participation in the Work for at least three (3) years following Final Completion; during such time, the District shall have access, upon reasonable advance notice, to such books and records for inspection or reproduction.

4.22.3. Contract Audit. The Contractor agrees that the District, or its designee, shall have the right to review, obtain and/or copy any and all writings, materials, documents and other records pertaining to utilization of DVBEs in performance of the Contract. The shall provide the District, or its designee, access to the Contractor's premises upon reasonable notice, during usual business hours for the purpose of interviewing employees and inspecting and/or copying such writings, materials, documents and other documents which may be relevant to a matter under investigation for the purpose of determining compliance with the DVBE Participation Goal Program Policy.

4.23. Employee Fingerprinting; Contractor's Compliance with Education Code §§ 45125.1 and 45125.2.

4.23.1. 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 the Fingerprint Certificate Attachment. Any personnel at the Site who is not identified in the Fingerprint Certificate Attachment 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 the Fingerprint Certificate Attachment 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.

4.23.2. 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 the Fingerprint Certificate Attachment. 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 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, Project Manager, or the Inspector.

4.24. 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.

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 the termination provisions of Article 15, 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, the Project Inspector, DSA, the Project Manager 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 15.1 hereof, subject to the prior rights of the Surety obligated under a bond relating to the Contract. 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 Project 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. 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 Project 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.

5.3. Subcontractor DIR Contractor Registration.

5.3.1. No Subcontractor Performance of Work Without DIR Registration. No portion of the Work is permitted to be performed by a subcontractor, of any tier, 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.

5.3.2. 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.

5.3.3. Contractor Obligation to Request Substitution of Listed Subcontractor Who Is Not DIR Registered Contractor. If Contractor inadvertently identified a Subcontractor in the Contractor's Subcontractors List submitted with the Contractor's proposal for the Work who was 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).

5.3.4. Contractor/Subcontractor Penalties Pursuant to Labor Code § 1771.1(g). If the Labor Commissioner or his or her designee determines that the Contractor or Subcontractor engaged

in the performance of any public work contract without having been a DIR registered contractor, the Contractor or Subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars ($100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars ($8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

5.3.5. Subcontractor Penalties Pursuant to Labor Code § 1771.1 (h)(1). In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 shall be subject to forfeiture, as a civil penalty to the state, of one hundred dollars ($100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars ($10,000).

5.4. Substitution of Listed Subcontractor.

5.4.1. Substitution Process. Any request of the Contractor to substitute a listed Subcontractor will be considered only if such request is in strict conformity with this Article 5.4 and California Public Contract Code §4107. All costs incurred by the District, including without limitation, costs of the Project Inspector, the Architect, the Project Manager or attorneys' 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.

5.4.2. Responsibilities of Contractor Upon Substitution of Subcontractor. The District's consent to the 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. In the event of the District's consent to the 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. If the Architect determines that revised or additional Submittals are required of the newly 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 the newly substituted Subcontractor in less than thirty (30) days, the Architect shall so state in its written notice to the Contractor. In the event that 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 5.4.2 shall conform with the requirements of Article 4.7 of these General Conditions. The Contractor shall reimburse the District for all fees and costs, including without limitation fees of the Project Manager, Architect and/or any design consultant to the Architect or the District and DSA fees, incurred or associated with the processing, review and evaluation of any revised or additional Submittals required pursuant to this Article 5.4.2; 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 5.4.2, such requirement shall not result in an increase to the Contract Time or the Contract Price.

5.5. 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 be built 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.

6. INSURANCE, BONDS AND INDEMNITY

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. Risk "All-Risk" Insurance. The Contractor, during the progress of the Work and until Final Acceptance of all Work by the District, shall maintain 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 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 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 Contractor 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 any 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, such Subcontractor(s), 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 Construction Risk insurance will be accepted by the District only if the insurer(s) are: (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. 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. 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 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.

6.8. Subcontractors' Insurance. Contractor shall require that every Subcontractor, to obtain and maintain the policies of insurance set forth in Articles 6.1 and 6.2 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.

6.9. 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.

6.10. 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 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.

6.11. 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. Unless otherwise stated in the Special Conditions, the amounts of the Performance Bond and the Payment Bond required hereunder shall 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 Surety on any bond required under the Contract Documents shall be: (i) an Admitted Surety Insurer as that term is defined in California Code of Civil Procedure §995.120; and (ii) A.M. Best rated A-/VII or better. The failure or refusal of the Contractor to furnish either the Performance Bond or the Labor and Material Payment Bond in strict conformity with foregoing may be deemed by the District as a default by the Contractor of a material obligation hereunder.

6.12. Contractor Indemnity. 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 Project Inspector); (ii) the Architect and its Design Consultants and their respective agents and employees; (iii) if one is designated by the District for the Work, the Construction Manager and its agents and employees; and (iv) the Project Inspector. 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 or causes of action 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 pursuant to the foregoing include without limitation: (i) injuries to or death of persons; (ii) damage to property; (iii) theft, destruction or loss of property; (iv) Stop Payment 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, negligent, grossly negligent or willful conduct of the Contractor or Subcontractors, of any tier. 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 until barred by the applicable Statute of Limitations.

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, Project Manager and the Project Inspector.

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.

7.2.2. Substantial Completion. Substantial Completion is that stage in the progress of the Work when the Work is complete and approved by DSA and other governmental agencies with jurisdiction over the Work or any portion thereof in accordance with the Contract Documents so the District can occupy or use the Work for its intended purpose. Substantial Completion shall be determined by the Architect, the Project Manager 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, the Project Manager 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 Project Manager, 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 Punch List"). 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 Punch List Items. In addition to setting forth items for correction or completion pursuant to Article 7.2.3.1 Contractor shall promptly and diligently proceed to complete all Punch List items within the time established by the Architect, Project Manager and District. If the Contractor fails or refuses, for any reason, to complete all Punch List items within the time established, the Contractor shall be subject to assessment of Liquidated Damages in accordance with Article 7.4 hereof. The foregoing notwithstanding, if the Contractor fails or refuses to complete all Punch List items, the District may in its sole and exclusive discretion and without further notice to Contractor, elect to cause the completion of all remaining Punch List 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 the Laws. If the District elects to complete Punch List 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 balance of the Contract Price due to the Contractor, the Contractor and the Performance Bond Surety are liable to the 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, the performance of

all correction or completion items noted upon Substantial Completion, and obligations of the Contractor under the Contract Documents are fully performed by the Contractor. Final Completion shall be determined by the Architect, Project Manager and the Project Inspector upon request of the Contractor. The good faith and reasonable determination of Final Completion by the Project Inspector, Project Manager 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 and it is determined by the Project Inspector, Project Manager 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 Project Manager, Architect and the Project Inspector for such re-inspections. 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 shall be deemed to be 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. Preliminary Construction Schedule.

7.3.1.1. Organization and Contents. 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. The Preliminary Construction Schedule shall be organized into groupings by location, responsibility, specifications, sections, etc. The Preliminary Construction Schedule shall take into consideration and incorporate requirements set forth in the Contract Documents, including without limitation requirements relating to: (i) Construction Phases; (ii) protection of facilities; (iii) temporary facilities and services; (iv) rebate opportunities; (v) utility relocations/renovations; (vii) access to Site; (viii) other concurrent projects adjacent to the Site; (ix) temporary storage; and (x) notifications. Contents of the Preliminary Schedule must include at a minimum the following: (i) 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, completion of: foundation, building framing/structural elements, mechanical/electrical/ plumbing rough-in, Construction, exterior doors and windows, interior finishes, etc.; (ii) indicate manpower and other resources required for completion of each Construction Schedule activity; (iii) indicate costs for completion of each Construction Schedule activity; (iv) 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; and (v) indicate sequencing and interdependencies of activities.

7.3.1.2. Incorporation of Rain Days. The Preliminary Construction Schedule must incorporate the number of "Rain Days" as stipulated in the Special Conditions for each month to be

anticipated during the Contract Time. If Rain Days noted in the Special Conditions do not actually occur during the Work, the unused "Rain Days" shall revert to "float time" in the Construction Schedule. The number of Rain Days noted in the Special Conditions must be shown within the critical path of the Preliminary Construction Schedule and the Rain Days shall not extend the Contract Time for achieving Substantial Completion of the Work.

7.3.1.3. Construction Schedule Software. Unless otherwise provided in the Special Conditions, the Construction Schedules required under this Article 7 shall be prepared in a critical path format utilizing the then most recent version of P3e/c™ for Construction, Primavera Project Planner Scheduling Software.

7.3.1.4. Contract Time and Preliminary Schedule. 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 if completion of the Work occurs 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.

7.3.1.5. "Float" Time. 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. The Construction Schedule prepared by the Contractor shall not sequester float through float suppression techniques such as extending activity durations, using preferential logic, etc.

7.3.1.6. DSA Construction Oversight Process. The Contractor's schedule shall take into account the effect of the DSA Construction oversight process on the progression of the Work, including without limitation the prohibition under DSA PR 13-01 from proceeding with subsequent Work prior to the Project Inspector's sign-off of preceding Work. No adjustment of the Contract Time will be considered or allowed for the time necessary to implement and complete the DSA Construction oversight process.

7.3.2. Submittal of Preliminary Construction Schedule. Within fifteen (15) calendar days following execution of the Agreement, the Contractor shall prepare and submit to the District, the Project Manager 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.

7.3.3. Review of Preliminary Construction Schedule. The District, the Project Manager 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 Progress Schedule and any comments thereto by the District, the Project Manager and/or the Architect shall not be deemed to be the assumption of Construction means, methods or sequences by the District, the Project Manager or the Architect, all of which remain the Contractor's obligations under the Contract Documents.

7.3.4. 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 Project Manager the Construction Schedule, fully cost and resource loaded, which incorporates therein the comments to the Preliminary Construction Schedule. Upon the Contractor's submittal of such Construction Schedule, the District, the Project 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 7.3.6 below shall not be deemed revisions to the Approved Construction Schedule. In the event that the Approved Construction Schedule shall depict 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 be depicted in the Approved Construction Schedule.

7.3.5. 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) therefore. The District may consent to, or deny, any such request of the Contractor to revise the Approved Construction Schedule in its reasonable discretion.

7.3.6. Updates to Approved Construction Schedule. The Contractor shall monitor and update the Approved Construction Schedule on a monthly basis, provide four week rolling schedules on a

weekly 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. 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 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.

7.3.7. Contractor Responsibility for Construction Schedule. The Contractor is 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, and maintenance or updating of the Construction Schedules.

7.4. Adjustment to 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 a 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 applicable orders of public health authorities which prohibit, limit or restrict Work at the Site. Excusable Delay events do not include potential time or costs impacts for procurement, fabrication or delivery of materials/equipment for incorporation into the Work which were known or should have been known by the Contractor at the time of the Contractor's submittal of the Bid Proposal for 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 critical path 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 shall exceed those noted in the Special Conditions and such additional Rain Days shall have directly and adversely impacted the critical path 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, Project Manager, 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. 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. Inexcusable Delays. Inexcusable 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 Inexcusable 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 Inexcusable 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 Inexcusable 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 within the Contract Time, (subject to adjustments authorized under the Contract Documents); or

(iii) complete Punch List 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 Punch List 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 Punch List items. The Contractor and the District specifically agree that said amounts are reasonable estimates of the District's damages in such an 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 Punch List 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. Unless caused by the District, Architect, Project 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 Approved Construction Schedule after twenty-four (24) hour advance written

notice from the Project Manager to the Contractor of its failure or refusal, the District may thereafter furnish or cause to be furnish 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 or the Laws.

8. CONTRACT PRICE

8.1. Contract Price. The Contract Price is the amount stated in the Agreement as such, and subject to any authorized adjustments thereto in accordance with the Contract Documents, is the total amount payable by the District to the Contractor for performance of the Work under the Contract Documents. The District's payment of the Contract Price to the Contractor shall be in accordance with the Contract Documents. The Contract Price is inclusive of all expenses, fees, costs or other charges incurred by the Contractor to complete all of the Contractor's obligations under the Contract Documents. The Contract Price shall not be subject to adjustment for costs incurred by the Contractor, including without limitation, extended work-hours or premium labor costs to complete utility tie-ins and/or to avoid disruption of utility services or the District's on-going operations and activities. Rebates obtained by the Contractor or any Subcontractor for materials, equipment or services utilized to complete the Work or incorporated into the Work shall be deemed the property of the District. The Contractor shall completely and accurately account for all rebates arising out of the Work and shall deliver proceeds to the District reflecting the full value of all such rebates.

8.2. Cost Breakdown. Within fifteen (15) days of the execution of the Agreement by Contractor, Contractor shall furnish, on forms provided by the District, a detailed estimate and complete Cost Breakdown of the Contract Price. The Cost Breakdown shall be subject to review and approval by the Project Manager and District of the form and content thereof. In the event that the District shall reasonably object 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 and the Project Manager's written objection(s), Contractor shall submit a revised Cost Breakdown to the District and the Project Manager for review and approval. The foregoing procedure for the preparation, review and approval of the Cost Breakdown shall continue until the District and the Project Manager has approved of the entirety of the Cost Breakdown. Once the Cost Breakdown is approved by the District and the Construction Manager, the Cost Breakdown shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the District and the Project Manager, which may be granted or withheld in their sole reasonable discretion.

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 Project Manager and the Architect, Applications for Progress Payments, on forms approved or designated by the District, setting forth an itemized estimate of the value of the Work completed in the preceding month for the purpose of the District's making of Progress Payments thereon. Values utilized in the Applications for Progress Payments shall be based upon the District approved Cost Breakdown pursuant to Article 8.2 above and such values shall be 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. In addition to submitting the Application for Progress Payment, the Contractor shall submit with each Application for Progress Payment a detailed summary of (i) the break-down of the Progress Payment requested reflecting the amount of the requested Progress Payment to be retained by the Contractor; (ii) the Subcontractors/Material

Suppliers to whom the remaining balance of the requested Progress Payment will be disbursed to along with the amount to be disbursed to each identified Subcontractor/Material Supplier; and (iii) the amounts disbursed by the Contractor to the Subcontractors/Material Suppliers from the immediately preceding Progress Payment.

8.3.2. District's Review of Applications for Progress Payments. 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 Project 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) 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; (iii) 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; (iv) 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; (v) 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 Project Manager prior to disbursement of the Progress Payment; and (vi) 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. Review of Applications for Progress Payments. Upon receipt of an Application for Progress Payment, the Architect, Project Manager and the Project Inspector shall inspect and verify the Work to determine whether it has been performed in accordance with the terms of the Contract Documents and to determine the portion of the Application for Progress Payment 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. In accordance with Public Contract Code

§20104.50, within thirty (30) days after the District's receipt of a proper Application for Progress Payment, 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 Application for Progress Payment which is actually in place as of the date of the Application for Progress Payment and as verified and approved by the Project Inspector, Project Manager 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 an Application for Progress Payment is determined not to be proper due to the failure or refusal of the Contractor to submit documents with the Application for Progress Payment, 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 or scheduled to be 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 shall be deemed to commence on the date that the District is actually in receipt of documents not submitted with the Application for Progress Payment, or corrections to documents with the Application for Progress Payment 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. In accordance with Public Contract Code §20104.50, in the event that the District shall fail to make any Progress Payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Progress Payment, the District shall pay the Contractor interest on the undisputed amount of such Application for Progress Payment equal to the legal rate of interest set forth in California Code of Civil Procedure §685.010(a). The foregoing notwithstanding, in the event that the District shall determine that any Application for Progress Payment is not proper, pursuant to Article 8.3.2 above, and the District does not return such Application for Progress Payment 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 Application for Progress Payment without incurring the 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 Progress Payments by Joint Checks. Provided that the District is in receipt of the applicable Subcontract or Purchase Order, the District, may in its sole discretion, issue joint checks to the Contractor and such Subcontractor or Material Supplier 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 Application for Progress Payment or the disbursement of any Progress Payment to the Contractor shall not be deemed nor constitute acceptance of defective Work or Work not in conformity with the Contract Documents.

8.3.4.5. Progress Payments for Changed Work. The Contractor's Applications for Progress Payment may include requests for payment on account of Changes in the Work which

have been properly authorized and approved by the Project Inspector, Project Manager and 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.

8.3.5. Materials or Equipment Not Incorporated into the Work.

8.3.5.1. 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 an Application for Progress Payment, has/have not been incorporated into and made a part of the Work.

8.3.5.2. 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 an Application for Progress Payment incorporating therein a request for payment of 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 if such coverage is not afforded under the policy of Risk insurance obtained by the District pursuant to the Contract Documents; 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 for materials or equipment delivered or stored at the Site, but not yet incorporated into the Work 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 8.3.5.2 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.

8.3.5.3. 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. The foregoing notwithstanding, the District may, in its sole and exclusive discretion, elect to make payment for materials or equipment not incorporated into the Work and which are not delivered or stored at the Site at or prior to the time of the Contractor's submittal of an Application for Progress Payment incorporating therein a request for payment of such materials or equipment provided that each and all of the following have been complied with: (i) adequate arrangements, reasonably satisfactory to the District, have been made by the Contractor to store and protect such materials or equipment which include 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 if coverage for the same is not

afforded under the policy of Risk insurance obtained by the District pursuant to the Contract Documents; and (ii) 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 such materials or equipment pursuant to the preceding sentence shall be exercised exclusively by the District; the District's exercise of discretion not to make payment for such materials or equipment shall not be deemed the District's default hereunder. If the District elects to make payment for materials or equipment not at the Site, the costs and expenses incurred to comply with the requirements of (i) and (ii) of this Article 8.3.5.3 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.

8.3.5.4. Materials or Equipment in Fabrication or Transit. The provisions of this Article 8.3.5 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.

8.3.5.5. 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 Application for Progress Payment 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, of any tier, or Material Supplier because of a dispute or any other reason.

8.3.5.6. Title to Work. The Contractor warrants that title to all Work covered by an Application for Progress Payment will pass to the District no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Progress Payment, all Work for which a Progress Payment has been previously issued and the Contractor has received payment from the District therefore 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.

8.4. Substitute Security for Retention. In accordance with the provisions of 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 prior to submission of the first Application for Progress Payment shall be deemed the Contractor's waiver of rights under Section 22300.

8.5. Final Payment.

8.5.1. 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 and the Project Inspector will promptly make a final inspection of the Work and when the Architect, Construction Manager 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, Project Manager 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.

8.5.2. 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 of any tier and Material Suppliers in accordance with California Civil Code §8136 or §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; (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; and (xii) Affidavits of each Subcontractor to the Contractor which affirm that the Subcontractor has made payments to its employees engaged in the Work in accordance with the specified general prevailing wage rate of per diem wages for the classification(s) of labor provided each such employee; such Affidavits shall be in such form and content established by the District and shall be executed under penalty of perjury by an authorized employee or officer of each Subcontractor to the Contractor.

8.5.3. Disbursement of Final Payment. Provided that the District is then in receipt of all documents and other items in Article 8.5.2 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 complies with all of the condition's precedent to the District's disbursement of the Final Payment, except for providing reasonably satisfactory written evidence of the Contractor's preparation and filing with DSA of the DSA Final Verified Report,

the District may withhold and retain ten percent (10%) of the Final Payment in accordance with Article 4.21.2 of these General Conditions. In such event, provided that the Contractor has fully complied with and satisfied all other conditions precedent set forth in Article 8.5.2, the District will disburse the remaining balance of the Final Payment (after deduction for failure to file the DSA Final Verified Report) to the Contractor; such disbursement shall constitute the District's full and complete performance of payment obligations to the Contractor hereunder.

8.5.4. 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.

8.5.5. 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, of any tier, 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 who further agrees to 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 attorneys' fees incurred by the District in connection therewith. If any lien, stop notice or other claim of any Subcontractor, Laborer, Material Supplier or others performing Work under the Contract Documents remains unsatisfied after Final Payment is made, Contractor shall refund to District all monies that the District may pay or be compelled to pay in discharging any lien, stop notice or other claim, including, without limitation all costs and reasonable attorneys' fees incurred by District in connection therewith.

8.6. Withholding of Payments. The District may withhold any Progress Payment or the Final Payment, in whole or in part, or back charge 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 or Material Suppliers for materials or labor; (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; (viii) violations of the obligations of the Contractor or any Subcontractor relating to the employment of labor in connection with the Work; or (ix) the Contractor's failure to perform any of its obligations under the Contract Documents, including without limitation, 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 Application for Progress Payment or 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 Construction Manager, 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. In lieu of making payment of withheld amounts to the Contractor, the District may, in its sole exclusive discretion, apply withheld amounts to the payment and satisfactions of debts and obligations of the Contractor relating to the Work. In

doing, the District shall be an agent of the Contractor for the sole and limited purpose of making payment(s) to others for the Work on behalf of the Contractor; payments made by the District pursuant to the foregoing shall be deemed payments to the Contractor and the Contract Price shall be adjusted to reflect such payment(s). The foregoing notwithstanding, if the District withholds and retains ten percent (10%) of the Final Payment pursuant to Articles 4.21.2 and 8.5.3 of these General Conditions, the Contractor shall not be entitled to receipt or payment of any portion of such withholdings and the District is not obligated to disburse such withholdings to the Contractor. The District shall not be liable to the Contractor or others for its good faith decision to make or not make payment(s) of amounts withheld from the Contractor pursuant to the foregoing. If the District elects to make payments to others of amounts withheld from the Contractor, the District may do so without prior judicial determination; the District will render the Contractor a complete and accurate accounting of amounts withheld and paid to others on behalf of the Contractor.

8.7. 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. In the event of the Contractor's failure 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.

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.

9.1.1. Proposal Request. The District may, without directing or authorizing a Change to the Work, request that the Contractor provide a proposal for adjustment of the Contract Time and/or the Contract Price, in connection with a Change being considered by the District. Such a request will be through the District's form of Proposal Request. Unless otherwise expressly provided in a

Proposal Request issued on behalf of the District to the Contractor, the Contractor shall respond to each Proposal Request within five (5) days of the issuance thereof. If the Contractor fails or refuses to respond to a Proposal Request within said five (5) days and the District elects to proceed with the potential Change noted in a Proposal Request, the reasonable determination of the District of the extent of adjustment of the Contract Price or the Contract Time on account of the potential Change shall be binding and enforceable against the Contractor.

9.1.2. Contractor Cost Proposal. Within five (5) days after the Contractor's receipt of a Proposal Request 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, the Project Inspector, the Project Manager and the District a detailed written statement setting forth the general nature of the Change, the amount of any adjustment to the Contract Price and impact to the then current Schedule on account thereof, properly itemized and supported by a detail Schedule analysis and 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. The District's form of Cost Proposal shall be used and completed by the Contractor to submit data pursuant to these provisions.

9.2. Change Directive. A 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 Change Directive issued hereunder. The issuance of a Change Order pursuant to this Article 9 in connection with any Change Directive authorized by the District is not a condition precedent to Contractor's obligation to promptly commence and diligently complete any such Change Directive. Upon completion of the Work subject to a 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 (collectively "Work Direction") from the District, Project Manager or the Architect which in the opinion of the Contractor causes any change to the scope of 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 District, Project Manager and Architect written notice within ten (10) days of the Work Direction and prior to acting in accordance therewith. 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 address the Work Direction giving rise to Contractor's notice. Accordingly, Contractor acknowledges that its failure, for any reason, to give written notice within ten (10) days of such Work Direction shall be deemed 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 Work Direction. 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 Work Direction that the Contractor regards as a Change. Unless the Contractor acts in strict accordance with this procedure, any such Work Direction shall not be treated as a Change and the Contractor hereby waives any claim for any adjustment to the Contract Price or the Contract Time on account thereof.

9.4. Contractor Submittal of Data for Work Direction Adjustments. Within ten (10) days after furnishing the written notice required by Article 9.3 regarding any Work Direction, the Contractor shall submit

to the Architect, the Project Inspector, the Project Manager and the District, on the District form of Cost Proposal, a detailed written statement setting forth the general nature of the Change the Contractor deems to be incorporated into a Work Direction, the extent of any adjustment to the Contract Price or the Contract Time on account thereof, properly itemized and supported by a detail Schedule analysis and sufficient substantiating data to permit evaluation of the same, and the extent of adjustment of the Contract Time, if any, required by such Work Direction. No claim or adjustment to the Contract Price or the Contract Time shall be allowed on account of any Work Direction 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:

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, Project Manager and/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, the Project Manager, 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, the Project Manager and/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. If 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 shall be 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 shall notify the District, the Architect 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 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 9.6 below, diligently proceed to perform and complete any such Change.

9.5.2. 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:

9.5.2.1. 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.

9.5.2.1.1. 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 rates in the locality of the Site and shall be in the labor classification(s) necessary for the performance of the Change. Use of a labor classification which would increase labor costs associated with any Change shall not be permitted. Overtime labor charges for performing any part of the Change shall only be allowed if authorized in writing by the Architect, Project Manager and the District prior to Contractor's performance of the overtime labor.

9.5.2.1.2. 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 9.5.2.4 and the Special Conditions.

9.5.2.1.3. 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 9.5.2.4.

9.5.2.2. 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 therefore 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.

9.5.2.3. 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, 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 one thousand dollars ($1,000.00) 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, the Project Inspector, Project Manager 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.

9.5.3. 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 an 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.

9.5.4. Contractor Maintenance of Records. If the Contractor is directed to perform any Changes to the Work pursuant to Article 9.1 or 9.2, or should the Contractor encounter Work Conditions which

the Contractor, pursuant to Article 9.8, believes would obligate the District to adjust the Contract Price and/or the Contract Time, Contractor shall maintain detailed records itemizing each element of costs along with substantiating evidence of costs incurred 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. In the event that 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, of any tier, shall provide or perform any portion of any 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 Superintendent or Contractor's authorized representative; such signature shall be deemed Contractor's representation and warranty that all information contained therein is true, accurate, complete and relate only to the Change referenced therein. All records maintained by a Subcontractor, of any tier, relating to the costs of a Change to the Work shall be signed by such Subcontractor's authorized representative or Subcontractor's Superintendent. All records maintained hereunder shall be subject to inspection, review and/or reproduction by the District, the Architect, the Project Manager 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 is determined pursuant to this Article, 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.

9.6. 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. In the event that any Change shall require an extension of the Contract Time, the Contractor shall not be subject to Liquidated Damages for such period of time. If completion of the Work is delayed by causes for which the District is responsible and the delay is unreasonable under the circumstances involved, and not within the contemplation of the Contractor and the District at the time of execution of the Agreement, the Contractor shall not be precluded from the recovery of damages arising therefrom.

9.7. Addition or Deletion of Alternate Bid Item(s). If the Bid 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 Proposal. 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.

9.8. Change Orders. If the District approves of a Change, a written Change Order prepared by the Architect or the Project Manager 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 (broken down by costs for labor, materials, equipment, Subcontractor mark-ups and other costs incorporated into the Change Order), 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 9.8, 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 Construction Manager or 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. The form and content of Change Orders shall be as set forth in the attachments to the Special Conditions.

9.9. Unilateral Change Order. 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 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. The Contractor shall proceed to perform the Change to the Work as set forth in Unilateral Change Orders; failure of the Contractor to strictly comply with and perform Changes in accordance with Unilateral Change Orders shall be deemed the Contractor's default of a material obligation hereunder. Any claim of the Contractor for adjustment of the Contract Time or Contract Price beyond the adjustments established by a Unilateral Change Order shall accrue as of the date of the Board of Education' action approving or ratifying a Unilateral Change Order; claims for adjustment of the Contract Time or Contract Price 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 or the basis for adjustment of the Contract Time or Contract Price 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.

9.10. Contractor Notice of Changes. If the Contractor should claim that any instruction, RFI, FCD, ASI, Bulletin, request, the Drawings, the Specifications, action, condition, omission, default, or other situation (collectively "Work Conditions") obligates the District to increase the Contract Price or to extend the Contract Time, the Contractor shall notify the Project Inspector, the Construction Manager and the Architect, in writing, of such claim within ten (10) days from the date of its actual or Contractor's 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, the Construction Manager 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 address such Work Conditions. 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 Work Conditions 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 Work Conditions. If 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 submitted hereunder, any such adjustment shall be determined in accordance with the provisions of Articles 9.5.1 and 9.5.2.

9.11. Disputed Changes. In the event of any dispute or disagreement between the Contractor and the District, the Project Manager or the Architect 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 proceed with such Work is the Contractor's default of a material obligation of the Contractor under the Contract Documents.

9.12. Emergencies. In an emergency affecting or threatening the safety of persons, or which affects or threatens the Work, or other property, the Contractor, without special instruction or prior authorization from the District, the Project 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.

9.13. Minor Changes in the Work. The Architect or the Construction Manager 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.

9.14. Unauthorized Changes. Any Work beyond the extent of Work shown on the Contract Documents, or any extra Work performed or provided by the Contractor without notice to the Architect, the Construction Manager and the Project Inspector in the manner and within the time set forth in Articles
9.2 or 9.8 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.

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 a 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, the Project Manager and the Project Inspector any apparent discrepancies or defects in such other Construction that would render it unsuitable for such proper execution and results. 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.

11. TESTS AND INSPECTIONS

11.1. Tests; Inspections; Observations.

11.1.1. Contractor's Notice; Request for Construction Inspection. 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 Project Manager and the Project Inspector written notice of the readiness of such Work for observation, testing or inspection at least two (2) working days prior to the time for the conducting of such test, inspection or observation. If inspection, testing or observation is by authority other than the District, the Contractor shall inform the Project Inspector and the Construction Manager not less than two (2) working days prior to the date fixed for such inspection, test or observation. When requesting special tests, inspections or approvals, the Contractor shall complete and submit the District's form of Request for Construction Inspection. 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. In the event that any portion of the Work subject to tests, inspection or approval shall be 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 forming a part of the Work which are conducted at the Site or a location 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 situated 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. Tests and inspections required of the Work shall be as set forth in the Contract Documents and as required by the Laws, including without limitation, Title 24 of the California Code of Regulations. Test/inspection standards shall be as set forth in the Contract Documents or established by the Laws. 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 Project Manager or the Architect and not by the Contractor.

11.1.4. Additional Tests, Inspections and Approvals. If the Architect, the Project 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 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 Project 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 costs of the Architect's services or its consultants 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 Project Manager.

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.

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 Project 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, the Project Manager 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, the Project Manager 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 Work. If any portion of the Work is covered contrary to the request of the Architect, the Project Manager, the Project Inspector or the requirements of the Contract Documents, it must, if required by the Architect, Project Manager or the Project Inspector, be uncovered for observation by the Architect, Project Manager 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 is Defective or Non-Conforming Work may be rejected by the District, the Project 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 and the Defective or Non-Conforming Work was not observed.

12.4. Correction of Defective or Non-Conforming 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 Work, 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 is neither corrected by the Contractor nor accepted by the District.

12.6. Failure of Contractor to Correct Defective or Non-Conforming Work. If the Contractor fails to commence to correct Defective or Non-Conforming Work within three (3) days of notice by or on behalf of the District 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 Project Manager's services, the Architect's services, attorneys' 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 promptly pay the difference to the District.

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 instead 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.

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 shall be 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, the Project 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 substitutes or alternatives not properly approved in accordance with the Contract Documents may be deemed defective. 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.

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 or workmanship 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 an 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. The obligations of the Contractor hereunder shall be 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 law. 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 Defective or Non-Conforming 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 included within the Contract Documents at Section 00 65 36. 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.

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. When all or a portion of the Work is to be suspended for any reason, the Contractor and each Subcontractor shall cover over, and securely fasten down all coverings, to protect the Work from damage, destruction or deterioration from any cause. 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. If the District orders 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; (ii) that an equitable adjustment is made or denied under another provision of the Contract Documents; or (iii) the suspension is determined to be reasonably necessary to comply with an order, instruction or similar directive of local, regional, state-wide or federal public health authorities. In the event of the District's suspension of the Work, the Contract Time shall be equitably adjusted.

15. TERMINATION

15.1. Termination for Cause.

15.1.1. District's Right to Terminate. The District may terminate the Contract by written notice to the Contractor 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 the Work; (vi) if the Contractor disregards proper directives of the Architect, the Project 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 in any material way 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 terminate the Contract for the Contractor's default by written notice to the Contractor. The Contract shall be deemed terminated for Contractor default as of the effective date set forth in the District's written notice of termination. The District shall have the sole discretion to permit the Contractor to remedy the cause(s) 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 arising out of the Contractor's default(s).

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 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 stored at 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 figure for completion of the Work. In the event that 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 therefore, 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 the Surety are jointly and severally liable to the District for the difference between costs and expenses to complete the Work and the unpaid Contract Price as of the date of termination.

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. If 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. If 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 expenses for reasonable protection of Work in place and suitable storage and protection of materials and equipment delivered to the Site (as directed or authorized by the District) but not yet incorporated into the Work, provided that such payments 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 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.

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; Capitalized 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. Except as otherwise expressly provided, capitalized terms used in the Contract Documents shall have the meaning and definition for such terms as set forth in 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 insure 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 the Laws 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. In the event any provision of the Contract Documents shall be 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 granted, conditioned or 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 required, 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. Nothing contained herein shall be deemed or construed as creating a relationship of employer and employee between the District and the Contractor or any Subcontractors, employees of the Contractor or Subcontractors or their respective agents and representatives. Neither the Contractor, Subcontractors nor any employees of the Contractor or Subcontractors are entitled to any rights or privileges of District employees.

16.9. Notices. Notices under this Agreement shall be delivered by United States Mail, Certified, Return Receipt Requested with postage fully prepaid or by email. Notices delivered by United States Mail shall be deemed effective the third (3rd) working day after the postmark date. Notices delivered by email before 12:00 PM on District work days shall be deemed effective four (4) hours after delivery to the recipient's email server. Emails delivered to the recipient's email server after 12:00 PM on a District work day or on District holiday days shall be deemed effective as of 12:00 PM the ensuing workday. The recipients and addresses for notices may be modified by the Parties by notice to the other. Notices shall be addressed as set forth in the Agreement.

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. Contractor Continuation of Work. Notwithstanding any claim, dispute, disagreement or other matter in controversy between the District and the Contractor relating to the Contract Documents and/or the Work, the Contractor shall continue to diligently prosecute and perform the Work in accordance with requirements of the Contract Documents, pending any final determination or decision regarding any such claim, dispute, disagreement or matter in controversy.

16.11.2. 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.

16.11.3. Claim Defined. The term "Claim" shall be as defined in Section 9204.

16.11.3.1. 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 Schedule analysis and fragnets supporting any Contract Time adjustment or Liquidated Damages relief included in the scope of a Claim.

16.11.3.2. 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.

16.11.4. Meet and Confer.

16.11.4.1. 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.

16.11.4.2. 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

16.11.5. Non-Binding Mediation.

16.11.5.1. Contractor Initiation. The Contractor may request non-binding 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.

16.11.5.2. 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.

16.11.5.3. 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.

16.11.5.4. 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.

16.11.5.5. Post-Mediation Disputed Claims. Any Claims issues in dispute after Mediation shall be resolved in accordance with the applicable provisions of the Contract Documents.

16.11.5.6. 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.

16.11.6. 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.

16.11.7. Subcontractor Claims.

16.11.7.1. 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.

16.11.7.2. 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.

16.11.7.3. 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.

16.11.7.4. 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.

16.11.8. 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 Claims 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.

16.11.9. 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.

16.11.10. Binding Arbitration of Claims Exceeding $375,000.

16.11.10.1. AAA 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 in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA") 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 AAA closest to the Site.

16.11.10.2. 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).

16.11.10.3. 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.

16.11.10.4. Arbitration Award. The award rendered by the Arbitrator ("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.

16.11.10.5. Arbitration Fees and Expenses. The expenses and fees of the Arbitrator 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 may award arbitration costs, including Arbitrator's 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 attorneys' 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 attorneys' 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."

16.11.10.6. 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 an 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.

16.11.10.7. 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 terms as set forth in the Contract Documents.

16.14. Attorneys' Fees. Except as expressly provided for in the Contract Documents, or authorized by law, neither the District nor the Contractor shall recover from the other any attorneys' 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.

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. Days. Unless otherwise expressly stated, references to "days" in the Contract Documents shall be deemed to be calendar days.

16.17. 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 contract or subcontract in connection with the Work shall become directly or indirectly financially interested in the Work or any part thereof.

16.18. 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]

SPECIAL PROVISIONS/SPECIAL CONDITIONS

1. **Application of Special Conditions**. These Special Conditions form a part of the Contract Documents for the Work generally described as: **Bid# 02MOT26 Parking Lot Extension at Washington Elementary School; location 4225 Sanborn Avenue, Lynwood, Ca 90262**

2. **Notice to Proceed; Commencement of Contract Time**. The Contractor shall commence Work and the Contract Time shall be deemed to commence on the date stated in the Notice to Proceed issued by or on behalf of the District to the Contractor. The Contractor shall achieve Substantial Completion of the Work within the Contract Time set forth in the Agreement.

3. **Project Manager**. The Project Manager for the Work is Susan Trevizo.

4. **Liquidated Damages**.

   4.1 Liquidated Damages Scheduled. If the Contractor does not achieve Completion of the Work, the Contractor shall be assessed Liquidated Damages in the amount of Four hundred Dollars ($400.00) per day, until completion of the work is achieved.

5. **Hours and Days of Work at the Site**.

   5.1 Noise Ordinance Work Hours/Days. In addition to requirements established in other portions of the Contract Documents and by the Laws, the Contractor's performance of Work at the Site shall comply with and limited by Construction activity limitations and/or Construction noise limitations established by ordinance, rule or regulation by the City of Lynwood. The foregoing notwithstanding, the Contractor is
   solely responsible for: (i)determining municipal ordinances, rules or regulations relating to Construction activities/ Construction noise limitations; and (ii)compliance with such ordinances, rules or regulations without adjustment of the Contract Price or the Contract Time.
   The City of Lynwood Noise Ordinance is enforced between 7:00pm - 7:00am.

   5.2 Limitations on Work Hours/Days.

   Work activities at the Site will be limited or prohibited on days (i) devoted to student testing or when testing of students may be adversely affected by Work activities at the Site; or (ii)when other special events or functions are scheduled. The contractor shall familiarize itself with District activities at the Site to avoid Work activity interferences or disturbances to such District activities. The Contractor's Construction schedule shall take into account District activities which limit or preclude Work activities at the Site.

6. **Insurance Coverage Limits**.

   6.1 Contractor Insurance. Pursuant to Article 6 of the General Conditions, the Contractor shall obtain and maintain the following insurance coverages with minimum coverage limits as set forth below:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: $1,000,000.00
	Aggregate: $2,000,000.00
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)
Contractor's Pollution Liability	Per Occurrence: N/A
	Aggregate: N/A

6.2 Subcontractor Insurance. Pursuant to Article 6 of the General Conditions, each Subcontractor shall obtain and maintain the following insurance coverages with minimum coverage limits as set forth below:

Policy of Insurance	Minimum Coverage Limits
Commercial General Liability Insurance	Per Occurrence: **$**1,000,000.00
	Aggregate: **$** 2,000,000.00
Workers Compensation	In accordance with the Laws
Employers Liability	One Million Dollars ($1,000,000)
Contractor's Pollution Liability (As applicable, if Subcontractor's work involves SWPPP, the removal of asbestos, the removal/replacement of underground tanks or the removal of toxic chemicals and substances)	Per Occurrence: N/A.
	Aggregate: N/A

6.3 Additional Insured. "The Lynwood Unified School District, its Board, officers, agents and employees are named additional insured." The wording indicated above must be included in all ISO forms.

7. District Provided Temporary Utilities. Pursuant to Article 4.3.4 of the General Conditions, during the Contractor's performance of the Work, the District will provide the Contractor with utility services. If the District provides any utility services for use by the Contractor: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. If provided by the District, the Contractor may use the temporary electrical power and domestic potable water service in connection with the Work provided that: (i) the District may discontinue, limit or condition use of such services by a Contractor if the District reasonably determines that the Contractor has wasted such utilities, and (ii) the District shall not be liable to the Contractor, nor shall the Contract Time or the Contract Price be increased if any District provided temporary utility service is discontinued or disrupted for any reason other than the District's non-payment of undisputed utility charges. Notwithstanding any provision of the Contract Documents to the contrary, the Contractor shall not use District provided water supply in connection with any earthwork or grading operations; water supply for earthwork or grading operations shall be obtained by the Contractor, without adjustment of the Contract Time or the Contract Price, from an offsite source or mobile water delivery service. Further, notwithstanding the District providing a point of connection for the Contractor's telephone/data service at the Site, the Contractor is solely responsible for the payment of utility service charges therefor.

8. Critical Submittals. Critical Submittals are Contractor prepared shop drawings, product data or samples that are critical to the achieving Substantial Completion of the Work within the Contract Time. Critical Submittals may include, but not be limited to, steel shop drawings, concrete precast panel shop drawings, DSA required Deferred Approval submittals, or any submittals in conjunction with Construction activities within the first thirty (30) days of the Construction Schedule or long lead fabrication/procurement item requiring Submittals. Notwithstanding any provision of the Contract Documents to the contrary, Critical Submittals must be submitted by the Contractor within thirty
(30) calendar days of the commencement date for the Work as set forth in the Notice to Proceed issued by or on behalf of the District. If there is a dispute or disagreement between the District and the Contractor as to whether any Submittal is deemed a Critical

Submittal, the determination of the Project Manager and the Architect shall be final and binding on the Contractor and the District.

9. **Contractor Personnel Parking**. Personnel of the Contractor, Subcontractors and others performing Work at the Site will be allowed to park, with a valid District parking permit, in the parking spaces at a location designated by the District. Parking permit charges, if any, shall be borne and paid by the Contractor without adjustment of the Contract Price. The foregoing notwithstanding, the extent or location of parking for such personnel may be modified by the District as reasonably necessary to facilitate and accommodate necessary parking for the District's activities and functions in and about the Site. Neither the Contract Price nor the Contract Time shall be adjusted as a result of any such District

10. **Site Perimeter Fencing**. As required by the Contract Documents, the Contractor shall install a site perimeter fence with fabric privacy screen. All fencing shall be securely and safely installed, and shall include proper access gates, supports, braces and shall not be a tripping or safety hazard to the public. Safety barricades, flags, reflectors, cones or other safety equipment shall be provided for a safe and orderly demarcation of the Contractor's areas of control and the public's interaction with it. Provide reflectors on fencing in driveway or parking lot areas to ensure fencing is highly visible to vehicles at night. Without adjustment of the Contract Time or the Contract Price, the Contractor shall maintain all fencing in good condition and clear of any graffiti or damage. The Contractor shall remove or relocate such fencing as necessary to assure staff/student/public safety while maintaining a positive isolation barrier between the public and the Site, and as directed by the District or the Construction Manager, and shall perform all repairs as needed after removal and as caused by the fence or any other damages as a result of Contractor's use of the Site or adjacent areas.

11. **Project Signage and Barricades**. In addition to safety signage required per General Conditions 4.9.3, the Contractor shall furnish and install and maintain additional project signage as set forth in the Contract Documents. Contractor shall provide temporary utilities, barricade, enclosures, temporary signs, storage units, chutes, hoist, scaffolds railing, and other facilities or services as required. Prior to Application for Final Payment, Contractor shall remove all temporary facilities, utilities and equipment from the site. Contractor shall clean, repair and/or reconstruct, as necessary, the site so as to restore it to the condition as found at the point of Notice to Proceed.

12. **Mark-Ups on Changes to the Work**. In the event of Changes to the Work, pursuant to Article 9 of the General Conditions, the mark-up for all overhead (including home and field office overhead), general conditions costs and profit, shall not exceed the percentage of allowable direct actual costs for performance of the Change as set forth below.

12.1 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, the foregoing mark-up shall not be applied to the Subcontractor mark-up.

12.2 Blank Intentionally

12.3 Bond Premium Costs. A bond premium expense in an amount equal to the lesser of the Contractor's actual bond premium rate of the total actual direct costs of labor and materials (before Subcontractor and Contractor mark-ups) will be allowed.

12.4 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.

13. **Rain Days.** Pursuant to Article 7.4.1 of the General Conditions, the number of Rainy Days(including inclement weather) for this Contract is **10 days.** Include a critical path activity entitled "Remaining Inclement Weather Days" on the initial Contract Schedule. This activity shall have an initial duration of seven (7) work days and shall be the last activity in the schedule prior to the activity entitled "Completion". All predecessor activities must pass through the Inclement Weather day's activity. The contractor shall request use of the Inclement Weather Day when a critical path activity has been delayed due to inclement weather. This request must occur in the same month as the inclement weather delay and must be approved by a Change Order. Inclement Weather Delays to non-critical activities will note considered. If, at completion, there are inclement weather days still remaining, the Completion date shall not be adjusted. If at or near completion, additional inclement weather days are required, the completion date shall be adjusted accordingly by processing a Change Order for a non-compensable time extension.

14. **Blank Intentionally**

15. **Waste and Recycling Report Log**. As required by the Laws, the District collects data and submits reports of all waste and recycling streams. As a part of this effort, the District requires the Contractor to submit reports on all Construction generated waste, including soils exports, Construction generated debris, and all general Construction debris ("Waste/Recycling Report").

SPECIAL PROVISIONS/SPECIAL CONDITIONS

SP-1. Cooperation. Contract shall recognize that the District Administration will remain in operation during progress of the work. Contractor shall cooperate at all times with the administration to provide minimum inconvenience to the District's employees and visitors on the site. Adequate notice shall be given to the administration of any interruption of utilities or services required for the proper completion of the work. Contractor shall notify District 72 hours in advance of interrupting any utilities including heating, Air Conditioning, Plumbing and Electrical.

SP-2. Protection.

A. All existing improvements adjacent to work shall be protected from damage. Contractor shall exercise all required precautions necessary to protect the District's property from damage. The contractor shall be responsible for and bear all expenses for any damage to District's property occasioned on account of operations under the contract. Contractor shall provide temporary gates and barricades to protect work areas. Such protection shall remain in place during the extent of this Contract, or

SP-3. Special Clean-Up. When Contractor is required to perform work in rooms or areas after regular working hours, in these rooms or areas, the following cleaning shall be done upon completion of work each day:

A. Remove debris and unused materials on a daily basis.
B. Contractor shall cleanup all debris, resulting from Construction and roof deck removal, that may fall onto ceiling(s) below. Building P has the original ceiling and a suspended ceiling beneath it.
C. Contractor shall perform all work so as to avoid unnecessary inconvenience on the School Site Facilities Buildings, staff and students.
D. The Contractor shall clean all soils and debris from construction vehicles and cover both earth and debris loads prior to leaving the project site.
E. Cleanup and dust palliation shall be performed as required and all rubbish and debris shall be disposed of frequently off district property.
F. The contractor is responsible of dust control on and off the Project site. When work operations produce dust the Project site and/or streets shall be sprinkled with water to minimize the generation of dust.

SP-4. Work Site Designation for Staging Areas, Temporary Facilities and Parking:

A. The Contractor shall be responsible for installing and maintaining barricades to protect workers and the public.

B. Contractor shall provide temporary utilities, barricades, enclosures, temporary signs, storage units, chutes, hoist, scaffolds, railing, and other facilities or services as required.

C. Prior to Application for Final Payment, the Contractor shall remove all temporary facilities, utilities and equipment from the site. Contractor shall clean, repair and/or reconstruct, as necessary, the site so as to restore it to the condition as found at the point of Notice to Proceed.

D. Contractor shall not use the District's trash containers.

E. Contractor's trash bins are to be covered with lids and locked to prevent vandalism

F. All contractor and subcontractors shall park off site unless otherwise approved by the District

G. Contractor shall not block or obstruct intersections, traffic lanes, driveways or parking lot entrances.

H. When moving equipment, Contractor to provide a Spotter and backup warning devices.

I. Temporary fencing shall be erected around construction and work areas or as directed by the district.

J. Contractor shall provide Construction traffic control including flagmen as necessary during deliveries. Contractor to provide flagmen and other traffic control personnel at any other location as may be deemed necessary by the construction manager-for safety of all students, staff and visitors. Contractor will follow a predetermined route for access and exit to the campus and shall direct/park all haul vehicles as directed by the Program Management Team.

SP-5. Badges for Construction Related Work.

A. The Contractor shall provide identification Badges and vest for all employees and subcontractors working in the project.

B. Identification shall include the Name of Construction Company, the Name of the Project, Name and Picture of person and title.

C. Guest Budges shall include the Name of the Construction Company, the Name of the Project and the word “Guest”

SP-6. Security. In addition to the security requirements set forth elsewhere in the Contract Documents, the Contractor must adhere to the following:

A. Locked Door Policy. No building, room or site gate shall be left unsecured for any period of time when not occupied by the Contractor and/or after the Contractor’s daily work hours.

B. Parking Facilities. Any movement of vehicles on district property, including trucks and passenger vehicles for construction purposes, shall be approved by district authorities. Parking in parking lots, if required, shall be arranged in advance with proper authorities.

SP-7. Protection of Persons and Property

A. The Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and protection of all materials delivered to and from the site and work performed until completion and final acceptance by the District. All work shall be solely at the Contractor's risk, with the exception of damage to the work caused by "acts of God" as defined in Public Contract Code Section 7105(b)(2).

B. Contractor shall take, and require all subcontractors to take, all necessary precautions for the safety of workers on the site and shall comply with all applicable federal, state, local and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. In addition to meeting all requirements of OSHA, Cal-OSHA, state, and local codes. Contractor shall furnish, erect and properly maintain at all times, as directed by the District or Project Manager or required by conditions and progress of work, all necessary safety devices, safeguards, construction canopies, signs, audible devices for protection of the blind, safety rails, belts and nets, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created by such features in the course of construction.

C. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.

D. Requirements for Existing Sites.

Contractor shall (unless waived by the District in writing):

a. When performing Construction on existing sites, become informed and take into specific account the maturity of the students on the site. Contractor shall perform Work which may interfere with school routine before or after school hours, enclose the working area with a substantial barricade, and arrange Work to cause a minimum amount of inconvenience and danger to students and faculty in their regular school activities. The Contractor shall comply with specifications and directives of the District regarding the timing of certain construction activities in order to avoid unnecessary interference with school functioning.

b. Provide substantial barricades around any shrubs or trees indicated to be preserved.

c. Deliver materials to building area over route designated by the District through the

    i. Project Manager.

d. Take preventive measures to minimize objectionable dust, noise, or other

    i. Disturbances.

e. Take preventive measures to prevent disturbing or covering any survey markers,

    i. Monuments or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by an approved land surveyor or civil engineer and all maps and records required therefrom shall be filed with the County and local authorities, at no cost to the District. All filing and plan check fees shall be paid by the Contractor.

f. Provide to the District on request, the Contractor's written safety program and

    i. Safety plan for each site.

g. Covering and Cleaning: Cover and protect the District's property within the project limits, as required to prevent soiling or damage by dust, dirt, water, fumes, or otherwise as deemed necessary by the District or Project Manager.

h. Repair or replace any damage to existing structures, improvements and equipment caused by Contractor's operations, at Contractor's expense.

i. Repair or replace damaged work with new materials, to restore the damaged areas and surfaces equal to and matching, the conditions which existed prior to damage, or at start of the work of this Contract, at no cost to the District.

j. Prior to start of work, Contractor, District and Construction Manager shall conduct an on-site inspection of existing conditions and the Contractor shall clearly document and report damaged conditions to the District. Items not reported to the District at time of inspection will be assumed to be the result of Contractor's work, whose responsibility it will be to repair or replace those items. Contractors shall include, along with his report to the District, digital, dated photographs.

SP-8. Working Hours.

Work hours are subject to standard construction hours per the Noise Ordinance set by the City of Lynwood. Contractor is expected to work days and times as necessary, to complete the work within the specified time of completion without any additional cost to the District**.**

Washington Elementary School- 4225 Sanborn Avenue, Lynwood, Ca 90262.

Legal and Local Holidays: Monday, Jan. 19, 2026 and Friday, Feb. 13 & 16, 2026
April 2 & 3, 2026

Other Important Dates:
Pupil Free day: March 23, 2026
Parent Conference Week: Jan. 26 - 30, 2026
Spring Break: April 6 - 10, 2026

0.8.1 During performance of this Contract, the school site will remain occupied at various buildings on campus. Work outside buildings will be permitted during work hours, provided that they are not disruptive and safe access to and exits from buildings are maintained while students and office personal are on site temporary barriers shall be erected around construction and work areas.

0.8.2 If any work performed during business hours (7:00 a.m. to 4:30 p.m.) is found to be disruptive (as determined by the District), the contractor will be required to re-schedule subject work to occur during non-working hours and or weekends without any additional cost to the District.

0.8.2 Alternate shift is defined as work performed after business hours. Business hours are from 7:00 AM to 4:30 PM, Monday through Friday.

0.8.3 Work hours are subject to standard construction hours per the Noise Ordinance set by the City of Lynwood. Contractor is expected to work weekends and holidays, as necessary, to complete the work within the specified time of completion without any additional cost to the District. At the District's request, Contractor shall modify the working hours for the Contract without adjustment of the Contract Time or Contract Price. (Reference General Conditions Article 8.2).

SP-9. Operational Constraints

A. The Contractor is required to furnish all materials, labor, equipment, power, and maintenance to provide temporary power during power shutdowns. During the remodel and renovation project and for taps into existing feeders, shutdown of feeders and services may be necessary. These shutdowns may have to occur after normal working hours and extended schedules and or weekend or holidays due to district activities to prevent interruption to critical operations. All shutdowns must be carefully coordinated with the district. Temporary power shall be provided to maintain services to critical loads such as computers, freezers, coolers, fire alarm, security, etc.

SP-10. Work Sequence

Conduct work smoothly without interfering or delaying work under this contract or other contacts of other parties with the District.

SP-11. District's Project Manager

The District's Project Manager is Susan Trevizo.

SP-12 Award of Contract.
The district reserves the right to reject any or all bids, or to waive any irregularities or informalities in any bids or in the bidding.

SP-13 Number of Contract Documents.

The number of executed copies of the **Agreement is Two (2),** the number of **Performance Bonds and Payment Bonds** required is **Two (2).**

SP-14 **Site Examination**. Before bidding on this work, the Contractor shall make a careful examination of the premises and existing equipment and services. By act of submitting a proposal from the work indicated in this contract, the Contractor shall be deemed to have made such study and examination, and that he is familiar with and accepts all conditions at the site.

Part 1 GENERAL

1.01. MEASUREMENTS AND DRAWINGS

A. Drawings or measurements included with Contract Documents are for the convenience of the Contractor. Complete responsibility for detailed dimensions lies with the Contractor. Contractor shall verify all dimensions with the actual on-site conditions. Where the work of Contractor is to join another trade, Contractor's shop drawings shall show actual dimensions and method of joining work of those trades.

1.02. CODES AND ORDINANCES

A. All work covered by these Contract Documents is to be done in full accord with national, state and local codes, ordinances, and safety regulations as are in effect at time of Contract award.

1.03. CONTRACTOR'S PROPERTY

A. Purchaser's insurance policy covers work and equipment in place in the building and approved and accepted by Consultant and Owner. All material and equipment stored on site and not actually installed is not included in Owner's policy and such material and equipment shall be covered under Contractor's Property Damage and/or theft Insurance.

1.04. LABOR LAWS

A. Contractor and its Subcontractors performing work under this Contract shall comply with applicable provisions of all federal, state, and local labor laws.

1.10. ASSIGNMENTS OF PAYMENT

A. Neither party to this Contract shall assign Contract or sublet it as a whole without written consent of the other party, nor shall Contractor assign any payment due him or to become due to him hereunder without previous written consent of Owner.

1.11. ADVERTISING

A. Advertising privileges will be retained by Owner. It is the duty of the Contractor to keep premises free from posters, signs, decorations, etc., unless specifically approved by Owner.

1.12. PROTECTION OF WORK AND PROPERTY

A. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect Owner property from injury or loss arising out of this Contract. Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents, subcontractors,

or employees of the Owner. Design of barricades in public areas shall be approved by Owner prior to fabrication and installation.

B. If Contract includes work which would be disruptive during normal business operations or would be dangerous to building occupants, said work shall be performed during hours as building management dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel or hoisting equipment over occupied portions of the building, or performing tests. Contractor shall perform such work during off-hours and shall include all costs in its quotation.

C. Contractor shall install a suitable protective covering on all finished floors (whether marble, wood, carpet or other) in areas where work is being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by building management.

D. Portable fire extinguishers shall be provided throughout the Contractor's area of work and shall be placed so as to be accessible at all times. Extinguishers shall be multi-purpose dry chemical type, provided on a basis of one 2A-20BC rated unit for each 3,000 square feet of floor area. Extinguishers to remain the property of the Contractor.

E. Contractor shall at all times maintain work areas so that all portions are accessible to fire department personnel and apparatus. Fire hydrants and fire department connections to building sprinkler systems must be kept free from obstruction at all times.

F. Contractor shall keep the noise level below 80 dB level during normal building hours. When it is necessary to produce noise above this level, the Contractor shall advise building management of such needs and times will be scheduled as directed. The Contractor shall anticipate and schedule excessive noise-generating procedures and include allowance for the same in its quotation and schedule.

1.13. ACCIDENT REPORTS

A. In the event of accidents of any kind, the Contractor shall furnish the Owner with copies of all accident reports. Reports shall be sent without delay and at same time that they are forwarded to any other parties.

1.14. STORAGE OF MATERIALS

A. Contractor shall confine storage of materials on job site to limits approved by Owner and shall not unnecessarily encumber premises or overload any portion of building with materials to a greater extent than structure design load.

1.15. MATERIALS AND WORKMANSHIP

A. All materials and equipment furnished shall be new and best quality. Installation shall be accurate, workmanlike, and subject to approval of the Project Manager. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Contractor shall furnish material samples for approval.

1.16. SUPERVISION

A. Contractor shall assign a competent Project Manager, superintendent, and on-site foreman for a

project satisfactory to the Owner and Project Manager. Such persons shall represent Contractor and all instructions given to them shall be binding as if given to Contractor.

1.17. ROUTINE BUSINESS

A. After award of Contract all business relating to required work shall be transacted through Project Manager unless otherwise directed.

1.20. LIENS AND AFFIDAVITS

A. Neither final payment nor any part of billing retention shall become due until Contractor shall deliver to Owner a complete release of all liens arising out of this Contract, or receipts marked paid in full in lieu thereof. In addition, the Contractor shall furnish an affidavit to the Owner that so far as he has knowledge or information, releases or receipts include all labor and materials for which a lien could be filed. If any lien remains unsatisfied after all payments are made by Owner, Contractor shall refund to Owner all monies the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

1.21. CLAIMS FOR EXTRA COST

A. Contractor claims for extra cost due to additions or changes to required work shall be submitted to Project Manager in writing within a reasonable time after such additions or changes identified or are requested and, in any event, before proceeding with required work. No such claim shall be valid unless so made. Maximum charge for additions/changes to work shall be Contractor cost +10% handling fee + 15% for overhead and profit. Contractors' cost shall be verifiable from actual supplier invoices, purchase orders, time tickets, etc. Contractor shall make no additions, changes alterations, or omissions, or perform extra work, without receipt of written authorization of Owner.

1.22. DELAYS AND EXTENSION OF TIME

A. If Contractor progress is delayed due to acts of Owner, Project Manager, acts of other Contractors, fire, floods, strikes, or other casualties beyond the control or without fault or negligence of Contractor, time for completion of the work shall be extended for a period determined by Owner/ Project Manager to be equivalent to time of such delay. Contractor must notify the Project Manager, in writing, of such delay within 48 hours after delay commences or no extension of time will be granted. Extension of time without written request within said period on one or more occasions shall not be deemed a waiver of provisions of this article.

1.23. PROGRESS OF WORK

A. Upon award, verbally or in writing, Contractor shall reconfirm in writing the starting and completion schedule including equipment delivery dates based upon the information submitted on its bid form.

B. Contractor shall submit, in writing, monthly reports with payment request, including current equipment delivery dates and anticipated completion dates for individual units and groups of units.

[END OF SECTION]

SECTION 8

SPECIFICATIONS/ DRAWINGS

COMMUNITY WORKFORCE AGREEMENT

BY AND BETWEEN THE

LYNWOOD UNIFIED SCHOOL DISTRICT

AND

LOS ANGELES AND ORANGE COUNTIES
BUILDING AND CONSTRUCTION TRADES COUNCIL

AND

THE SIGNATORY CRAFT COUNCILS AND UNIONS

FOR

CONSTRUCTION, REPAIR, UPGRADE, RENOVATION,
MODERNIZATION, EXPANSION, REHABILITATION AND IMPROVEMENT WORK

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LYNWOOD UNIFIED SCHOOL DISTRICT
COMMUNITY WORKFORCE AGREEMENT
FOR CONSTRUCTION, REPAIR, UPGRADE, RENOVATION, MODERNIZATION, EXPANSION, REHABILITATION AND IMPROVEMENT WORK

This Community Workforce Agreement ("Agreement") is entered into by and among the Board of Education of the Lynwood Unified School District ("District"), the Los Angeles/ Orange Counties Building and Construction Trades Council ("Council"), and the signatory Craft Councils and Unions signing this Agreement (hereinafter together with the Council, collectively, the "Union" or "Unions"). This Agreement establishes the labor relations guidelines and procedures for the District and for the Contractors and craft employees represented by the Unions and engaged in Project Work. The District, Council and Unions are hereinafter referred to herein, as the context may require, as "Party" or "Parties."

The Parties to this Agreement understand that if this Agreement is acceptable to the District, the policy of the District will be for Project Work to be contracted exclusively to Contractors who agree to execute and be bound by the terms of this Agreement, directly or through the Letter of Assent (a form of which is attached as "**Attachment A**"), and to require each of its subcontractors, of whatever tier, to become bound. The District shall include, directly or by incorporation by reference, the requirements of this Agreement in the advertisement of and/or specifications for each and every contract for Project Work to be awarded by the District.

The District shall actively administer and enforce the obligations of this Agreement to ensure that the benefits envisioned from it flow to all signatory Parties, the Contractors and crafts persons working under it, and the residents and students of the District. The District shall therefore designate a "Community Workforce Coordinator," either from its own staff or an independent entity acting on behalf of the District, to monitor compliance with this Agreement; assist, as the authorized representative of the District, in developing and implementing the programs referenced herein, all of which are critical to fulfilling the intent and purposes of the Parties and this Agreement; and to otherwise implement and administer this Agreement.

The term "Apprentice" as used in this Agreement shall mean those employees registered and participating in Joint Labor/Management Apprenticeship Programs approved by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term "Contractor" as used in this Agreement includes any individual, firm, partnership, or corporation, or combination thereof, including joint ventures, which as an independent Contractor has entered into a contract with the District with respect to the Project Work, or with another Contractor as a subcontractor of whatever tier utilized by such Contractors for Project Work.

The term "Joint Labor/Management Apprenticeship Program" as used in this Agreement means a joint Union and Contractor administered apprenticeship program certified by the Division of Apprenticeship Standards, Department of Industrial Relations of the State of California.

The term "Letter of Assent" as used in this Agreement means the document that each Contractor (of any tier) must sign and submit to the Community Workforce Coordinator and the

Council, before beginning any Project Work, which formally binds them to adhere to all the forms, requirements and conditions of this Agreement, in the letter attached hereto as Attachment A.

The term "Project" or "Project Work" as used in this Agreement means the District's Construction, Repair, Upgrade, Renovation, Modernization, Expansion, Rehabilitation and Improvement work and new construction projects which exceed the thresholds set forth in Section 2.2 of this Agreement and are contracted out by the District.

The term "Master Labor Agreements" as used in this Agreement, means the local collective bargaining agreements of the signatory Unions having jurisdiction over the Project Work and which have signed this Agreement.

The term "Subscription Agreement" means the contract between a Contractor and a Union's Labor/Management Trust Fund(s) that allows the Contractor to make the appropriate fringe benefit contributions in accordance with the terms of MLA.

The Union and all Contractors agree to abide by the terms and conditions of this Agreement and agree that this Agreement represents the complete understanding of the Parties. No Contractor is or will be required to sign or otherwise become a party to any other collective bargaining agreement with a signatory Union as a condition of performing work within the scope of this Agreement, except as may be required under Section 2.7.2.

The Parties agree that this Agreement will be made available to, and will fully apply to, any successful bidder for Project Work, without regard to whether that successful bidder performs work at other sites on either a union or non-union basis. This Agreement shall not apply to any work of any Contractor other than that on Project Work specifically covered by this Agreement.

The use of masculine or feminine gender or titles in this Agreement should be construed as including both genders and not as gender limitations unless the Agreement clearly requires a different construction. Further, the use of Article titles and/or Section headings are for information only, and carry no legal significance.

ARTICLE 1
INTENT AND PURPOSE

Section 1.1 Background: The District's new construction and major rehabilitation projects will affect the school buildings and offices that are owned, leased or controlled by the District. The goal of this Project is to provide new construction and rehabilitation of the District's facilities so as to provide sufficient facilities and technologies to educate properly the children within the District's boundaries. The District, therefore, wishing to utilize the most modern, efficient and effective procedures for construction, including assurances of a sufficient supply of skilled craftsperson's, and the elimination of disruptions or interference with Project Work, adopts this Agreement in the best interests of the students, parents, District staff, and the taxpayers of the District to meet the District's goal that Project Work be completed on time and within budget.

Section 1.2 Identification and Retention of Skilled Labor and Employment of District Residents: The vast amount of new school construction, substantial rehabilitation, and capital improvement work scheduled to be performed by the District will require large numbers of craft personnel and other supporting workers. The parties understand and intend to use the opportunities provided by the extensive amount of work to be covered by this Agreement to identify and promote, through cooperative efforts, programs and procedures (which may include, for example, programs to prepare persons for entrance into formal apprenticeship programs, or outreach programs to the community describing opportunities available as a result of the Project), the interest and involvement of District residents in the construction industry; assist them in entering the construction trades, and through utilization of the joint labor/management sponsored apprenticeship programs, provide training opportunities for those District residents and other individuals wishing to pursue a career in construction. Further, with assistance of the Community Workforce Coordinator, the District, the contractors, the Unions and their affiliated regional and national organizations, will work jointly to develop and implement procedures promptly for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft workers, and to secure the services of craft workers in sufficient numbers to meet the high demands of the Project Work to be undertaken.

Section 1.3 Encouragement of Local and Small Business: The Project will provide many opportunities for local and small business enterprises to participate as contractors or suppliers, and the parties therefore agree that they will cooperate with all efforts of the District, the Community Workforce Coordinator, and other organizations retained by the District for the purpose of encouraging and assisting the participation of local and small businesses in Project Work. Each party agrees that it shall employ demonstrable efforts to encourage utilization in an effort to achieve such goals. This may include, for example, participation in outreach programs, education and assistance to businesses not familiar with working on a project of this scope, and the encouragement of local residents to participate in Project Work through programs and procedures jointly developed to prepare and encourage such local residents for apprenticeship programs and formal employment on the Project through the referral programs sponsored and/or supported by the parties to this Agreement. Further, the Parties will attempt to ensure that the provisions of this Agreement do not inadvertently establish impediments to the participation of local and small businesses, and residents of the District.

Section 1.4 Project Cooperation: The parties recognize that the construction to take place under this Agreement involves unique and special circumstances which dictate the need for the parties to develop specific procedures to promote high quality, rapid and uninterrupted construction methods and practices. The smooth operation and successful and timely completion of the work is vitally important to the parents and the students of the District. The parties therefore agree that maximum cooperation among all parties involved is required; and that with construction work of this magnitude, with multiple contractors and crafts performing work on multiple sites of over an extended period of time, all parties agree to work in a spirit of harmony and cooperation, and with an overriding commitment to maintain the continuity of Project Work. Further, the parties recognize that an Act of God or on Act of War could require the District to partially or fully suspend Project Work. The parties shall fully cooperate with any request by the District to redirect their equipment, skills and expertise to support the District's efforts necessitated by such events.

Section 1.5 Peaceful Resolution of All Disputes: In recognition of the special needs of the Project and to maintain a spirit of harmony, labor-management peace and stability during the term of this Community Workforce Agreement, the parties agree to establish effective and binding methods for the settlement of all misunderstandings, disputes and grievances; and in recognition of such methods and procedures, the unions agree not to engage in any strike, slowdowns or interruptions or disruption of Project Work, and the contractors agree not to engage in any lockout, or any other action impairing or impeding the Project Work.

Section 1.6 Binding Agreement on Parties: By executing this Agreement, the District, Council, Unions and Contractors agree to be bound by each and all of the provisions of this Agreement.

ARTICLE 2
SCOPE OF AGREEMENT

Section 2.1 General: This Agreement shall apply and is limited to all of the District's Project Work, as specified in Section 2.2 of this Article, performed by those Contractor(s) of whatever tier that have contracts awarded for such work, for the development of the District's facilities which, jointly, constitute the Project, and have been designated by the District for construction or rehabilitation.

Section 2.2 Specific: The Project is defined and limited to:

2.2.1 All Project work pursuant to prime multi-trade construction contracts that exceed seven hundred fifty thousand dollars ($750,000.00) and all subcontracts flowing from these prime multi-trade contracts; and;

2.2.2 All prime specialty contracts for Project Work that exceed two hundred twelve thousand five hundred dollars ($212,500), and all subcontracts flowing from these specialty contracts.

2.2.3 The Parties understand that the District may at any time, and at its sole discretion, determine to build segments of the Project under this Agreement which were not currently proposed, or to modify or not to build any one or more particular segments proposed to be covered and that the District may at any time, and at its sole discretion, add additional projects under this Agreement not otherwise covered by this Agreement.

Section 2.3 Bundling of Contracts: The Parties understand that, to the maximum extent feasible, and consistent with goals of the District to (i) utilize this Agreement as the Labor Relations Policy for its construction and rehabilitation program, and (ii) fully utilize the services of small and local business enterprises for such construction and rehabilitation work:

2.3.1 The District, in its sole discretion, will seek to group (or "bundle") for bidding, contracts not meeting the thresholds of Section 2.2.1 or 2.2.2 above. (Small contracts for like types of work, scheduled to be undertaken at the same school, in the same District or on the same project site, and within the same timeframe, will be considered for such bundling, consistent with economies of scale, and the purposes of this Agreement); and

2.3.2 Project Work will not be split, divided or otherwise separated for contract award purposes to avoid application of this Agreement.

Section 2.4 Exclusions: Items specifically excluded from the Scope of this Agreement include the following:

2.4.1 Work of non-manual employees, including but not limited to: superintendents; administrators; teachers; supervisors; time keepers, mail carriers, clerks, office workers, messengers; guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, supervisory and management employees;

2.4.2 Equipment and machinery owned or controlled and operated by the District;

2.4.3 All off-site manufacture and handling of materials, equipment or machinery, including transportation of materials to and from a Project site; provided, however, that lay down or storage areas for equipment or material and manufacturing (prefabrication) sites, dedicated solely to the Project or Project Work, and the movement of materials or goods between locations on a Project site are within the scope of this Agreement;

2.4.4 All employees of the District, Community Workforce Coordinator, design teams (including, but not limited to architects engineers and master planners), or any other consultants for the District (including, but not limited to, project managers and construction managers and their employees not engaged in Project Work) and their sub-consultants, and other employees of professional service organizations, not performing manual labor within the scope of this Agreement; provided, however, that it is understood and agreed that Surveyors and Building/Construction Inspector and Field Soils and Materials Testers ("Inspector") are a covered craft under the CWA. This inclusion applies to the scope of work defined in the State of California Wage Determination for said Craft. This shall also specifically include such work where it is referred to by utilization of such terms as "quality control" or "quality assurance." Every Inspector performing under the Wage classification of Surveyor and Building/ Construction Inspector and Field Soils and Material Testers under a professional services agreement of a construction contract shall be bound to all applicable requirements of the CWA. Project Work as defined by this Agreement shall be performed pursuant to the terms and conditions of this Agreement regardless of the manner in which the work was awarded;

2.4.5 Any work performed on or near or leading to or into a site of work covered by this Agreement and undertaken by state, county, city or other governmental bodies, or their Contractors; or by public utilities, or their Contractors; and/or by the District or its Contractors (for work for which is not within the scope of this Agreement);

2.4.6 Off-site maintenance of leased equipment and on-site supervision of such work;

2.4.7 It is recognized that certain materials, equipment and systems of a highly technical and specialized nature will have to be installed at the Project. The nature of the materials, equipment and systems, together with requirements of manufacturer's or vendor's warranty, may dictate that it be prefabricated, pre-piped, and/or pre-wired and that it be installed

under the supervision and direction of Owner's and/or manufacturer's personnel. The Unions agree to install such material, equipment and systems without incident. The intent of Section 2.4.7 is to ensure that no warranty could be voided as a result of the labor obligations of this Agreement;

2.4.8 Non-construction support services contracted by the District, Community Workforce Coordinator, or Contractor in connection with this Project;

2.4.9 Off-site laboratory work for testing.

Section 2.5 Awarding of Contracts:

2.5.1 The District and/or the Contractors, as appropriate, have the absolute right to award contracts or subcontracts on this Project to any Contractor notwithstanding the existence or non-existence of any agreements between such Contractor and any Union parties, provided only that such Contractor is ready, willing and able to execute and comply with this Community Workforce Agreement should such Contractor be awarded work covered by this Agreement.

2.5.2 It is agreed that all Contractors and subcontractors of whatever tier, who have been awarded contracts for work covered by this Agreement, shall be required to accept and be bound to the terms and conditions of this Community Workforce Agreement, and shall evidence their acceptance by the execution of the Letter of Assent set forth in **Attachment "A"** hereto, prior to the commencement of work. At the time that any Contractor enters into a subcontract with any subcontractor of any tier providing for the performance on the construction contract, the Contractor shall provide a copy of this Agreement to said subcontractor and shall require the subcontractor, as a part of accepting the award of a construction subcontract, to agree in writing in the form of a Letter of Assent to be bound by each and every provision of this Agreement prior to the commencement of work on the Project. No Contractor or subcontractor shall commence Project Work without having first provided a copy of the Letter of Assent as executed by it to the Community Workforce Coordinator and to the Council forty-eight (48) hours before the commencement of Project Work, or within forty-eight (48) hours after the award of Project Work to that Contractor (or subcontractor), whichever occurs later.

2.5.3 The District agrees that to the extent permitted by law and consistent with the economy and efficiency of construction and operation, it will use its best efforts to purchase materials, equipment and supplies which will not create labor strife. Under all circumstances, however, the District shall retain the absolute right to select the lowest reliable and responsible bidder for the award of contracts on all projects.

Section 2.6 Coverage Exception: This Agreement shall not apply if the District receives funding or assistance from any Federal, State, local or other public entity for the Construction Contract if a requirement, condition or other term of receiving that funding or assistance, at the time of the awarding of the contract, is that the District not require, bidders, contractors, subcontractors or other persons or entities to enter into an agreement with one or more labor organizations or enter into an agreement that contains any of the terms set forth herein. The District agrees that it will make every effort to establish the enforcement of this Agreement with any governmental agency or granting authority.

Section 2.7 Master Labor Agreements:

2.7.1 The provisions of this Agreement, including the Master Labor Agreements (which are the local collective bargaining agreements of the signatory Unions having jurisdiction over the work on the Project, as such may be changed from time-to-time and which are incorporated herein by reference) shall apply to the work covered by this Agreement, notwithstanding the provisions of any other local, area and/or national agreement which may conflict with or differ from the terms of this Agreement. However, such does not apply to work performed under the National Cooling Tower Agreement, the National Stack Agreement, the National Transit Division Agreement (NTD), or within the jurisdiction of the International Union of Elevator Constructors and all instrument calibration and loop checking work performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians except that Articles dealing with Work Stoppages and Lock-Outs, Work Assignments and Jurisdictional Disputes, and Settlement of Grievances and Disputes shall apply to such work. It is specifically agreed that no later agreement shall be deemed to have precedence over this Agreement unless signed by all Parties signatory hereto who are then currently employed or represented at the Project. Where a subject covered by the provisions of this Agreement is also covered by a Master Labor Agreements, the provisions of this Agreement shall apply. Where a subject is covered by a provision of a Master Labor Agreements and not covered by this Agreement, the provisions of the Master Labor Agreements shall prevail. Any dispute as to the applicable source between this Agreement and any Master Labor Agreements for determining the wages, hours of working conditions of employees on this Project shall be resolved under the procedures established in Article 9.

2.7.2 It is understood that this Agreement, together with the referenced Master Labor Agreements, constitutes a self-contained, stand-alone agreement and by virtue of having become bound to this Community Workforce Agreement, the Contractor will not be obligated to sign any other local, area or national collective bargaining agreement as a condition of performing work within the scope of this Agreement (provided, however, that the Contractor may be required to sign an uniformly applied, non-discriminatory "Subscription Agreement" or "Participation Agreement" at the request of the trustees or administrator of a trust fund established pursuant to Section 302 of the Labor Management Relations Act, and to which such Contractor is bound to make contributions under this Agreement, provided that such Participation Agreement does not purport to bind the Contractor beyond the terms and conditions of this Agreement and/or expand its obligation to make contributions pursuant thereto). It shall be the responsibility of the prime Contractor to have each of its subcontractors sign such Agreement with the appropriate Craft Union prior to the subcontractor beginning Project Work.

Section 2.8 Binding Signatories Only: This Agreement shall only be binding on the signatory Parties hereto, and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such Party.

Section 2.9 Other District Work: This Agreement shall be limited to the construction work within the Scope of this Agreement including, specifically, site preparation and related demolition work, and new construction and major rehabilitation work for new or existing facilities referenced in Section 2.2 above. Nothing contained herein shall be interpreted to

prohibit, restrict, or interfere with the performance of any other operation, work or function not covered by this Agreement, which may be performed by District employees or contracted for by the District for its own account, on its property or in and around a Project site.

Section 2.10 Separate Liability: It is understood that the liability of the Contractor(s) and the liability of the separate Unions under this Agreement shall be several and not joint. The Unions agree that this Agreement does not have the effect of creating any joint employment status between or among the District or Community Workforce Coordinator and/or any Contractor.

Section 2.11 Completed Project Work: As areas of Project Work are accepted by the District, this Agreement shall have no further force or effect on such items or areas except where the Contractor is directed by the District or its representatives to engage in repairs, modification, check-out and/or warranties functions required by its contract(s) with the District.

ARTICLE 3
UNION RECOGNITION AND EMPLOYMENT

Section 3.1 Recognition: The Contractor recognizes the Council and the Unions as the exclusive bargaining representative for the employees engaged in Project Work.

Section 3.2 Contractor Selection of Employees: The Contractor shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 3.3 and Section 4.3, below. The Contractor shall also have the right to reject any applicant referred by a Union for any reason, subject to any reporting pay required by Section 6.6; provided, however, that such right is exercised in good faith and not for the purpose of avoiding the Contractor's commitment to employ qualified workers through the procedures endorsed in this Agreement.

Section 3.3 Referral Procedures:

3.3.1 For signatory Unions now having a job referral system contained in a Master Labor Agreements, the Contractor agrees to comply with such system and it shall be used exclusively by such Contractor, except as modified by this Agreement. Such job referral system will be operated in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors to meet their employment needs.

3.3.2 The Unions will exert their best efforts to recruit and refer sufficient numbers of skilled craft workers to fulfill the labor requirements of the Contractor, including specific employment obligations to which the Contractor may be legally and/or contractually obligated; and to refer apprentices as requested to develop a larger, skilled workforce. The Unions will work with their affiliated regional and national unions, and jointly with the Community Workforce Coordinator and others designated by the District, to identify and refer competent

craft persons as needed for Project Work, and to identify and hire individuals, particularly residents of the District, for entrance into joint labor/management apprenticeship programs, or to participation in other identified programs and procedures to assist individuals in qualifying and becoming eligible for such apprenticeship programs, all maintained to increase the available supply of skilled craft personnel for Project Work and future construction of maintenance work to be undertaken by the District.

3.3.3 The Union shall not knowingly refer an employee currently employed by a Contractor on Project Work to any other Contractor.

3.3.4 The Parties are aware of the District's policy that Contractors and other employers shall not employ, on Project Work when minors may be present on or around the site of such Project Work during working hours, a person who would not be eligible for employment by the District under California Educational Code section 45123. The Parties shall endeavor to employ persons under this Article in compliance with this policy, and the Contractors agree to remove such an individual in their employ from the particular Project site at the request of the District or the Community Workforce Coordinator.

Section 3.4 Non-Discrimination in Referral, Employment, and Contracting: The Unions and Contractors agree that they will not discriminate against any employee or applicant for employment in hiring and dispatching on the basis of race, color, religion, sex, gender, national origin, age, membership in a labor organization, sexual orientation, political affiliation, marital status or disability.

Section 3.5 Employment of District Area Residents:

3.5.1 The Unions and Employers agree that, to the extent allowed by law, and as long as they possess the requisite skills and qualifications, the Unions will exert their best efforts to refer and/or recruit sufficient numbers of qualified area residents, as well as Veterans, regardless of their place of residence, to fulfill the requirements of the Employers. In recognition of the fact that the District and the communities surrounding Project Work will be impacted by the construction of the Project Work, the parties agree to support the hiring of workers from the residents of these surrounding areas ("Area Residents"), as well as Veterans and students which have graduated from the District, regardless of where they reside. Towards that end, the Unions agree that they will exert their best efforts to encourage and provide referrals and utilization of qualified workers:

(i) First, Area Residents residing in those first tier zip codes which cover the District service area, as reflected on the attached list of zip codes on Attachment B, as well as Veterans, students which have graduated from the District, and individuals who have successfully completed the Building Trades Multi-Craft Core Curriculum (MC3) Pre-Apprenticeship Program ("MC3 Graduates") , regardless of where they reside;

(ii) If the Unions cannot provide the Employers in the attainment of a sufficient number of qualified workers from paragraph (i), above, the Unions will exert their best efforts to then recruit and identify for referral qualified workers residing within a ten (10) mile

radius from the District's headquarters, as reflected on the attached list of zip codes on "Attachment B."

(iii) If the Unions still have not provided the Employers in the attainment of a sufficient number of qualified workers from paragraphs (i) and (ii), above, the Unions will then exert their best efforts to recruit and identify for referral qualified workers residing within the remainder of the Counties of Los Angeles and Orange.

Qualified workers residing within any of these three (3) areas described above, as well as Veterans and student graduates, regardless of where they reside, shall be referred to as "Local Residents."

3.5.2 A goal of 30% of all of the labor and craft hours shall be from Local Residents described in 3.5.1, above. To facilitate the dispatch of Local Residents, all Contractors will be required to utilize the Craft Employee Request Form whenever they are requesting the referral of any employee from a Union referral list for any Project Work, a sample of which is attached as **Attachment "C**." When Local Residents are requested by the Contractors, the Unions will refer such workers regardless of their place in the Unions' hiring halls' list and normal referral procedures. Work performed by residents of states other than California shall not be included in the calculation of the labor and craft positions for purposes of the percentage requirements set forth above.

3.5.3 The Community Workforce Coordinator shall work with the Unions and Contractors in the administration of this Local Resident preference; and the Contractors and Unions shall cooperate by maintaining adequate records to demonstrate to the Community Workforce Coordinator that such preferences have been pursued.

3.5.4 Hours worked by residents of states other than California shall not be included in the calculation of total hours of Project Work for purposes of the percentage requirements set forth above.

Section 3.6 Helmets to Hardhats: The Employers and the Unions recognize a desire to facilitate the entry into the building and construction trades of veterans who are interested in careers in the building and construction industry. The employers and Unions agree to utilize the services of the Center for Military Recruitment, Assessment and Veterans Employment (hereinafter "Center") and the Center's "Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the Parties. For purposes of this Agreement, the term "Eligible Veteran" shall have the same meaning as the term "veteran" as defined under Title 5, Section 2108(1) of the United States Code as the same may be amended or re-codified from time to time. It shall be the responsibility of each qualified District resident to provide the Unions with proof of his/her status as an Eligible Veteran.

The Unions and Employers agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and

employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

Section 3.7 Core Employees:

3.7.1 Except as otherwise provided in separate collective bargaining agreement(s) to which the Contractor is signatory, Contractors may employ, as needed, first, a member of his core workforce, then an employee through a referral from the appropriate Union hiring hall, then a second core employee, then a second employee through the referral system, and so on until a maximum of five (5) core employees are employed, thereafter, all additional employees in the affected trade or craft shall be requisitioned from the craft hiring hall in accordance with Section 3.3. In the laying off of employees, the number of core employees shall not exceed one-half plus one of the workforce for an employer with ten (10) or fewer employees, assuming the remaining employees are qualified to undertake the work available. This provision applies only to Contractors who are not directly signatory to a current Master Labor Agreement for the craft worker in its employ and is not intended to limit the transfer provisions of the Master Labor Agreement of any trade. As part of this process, and in order to facilitate the contract administration procedures, as well as appropriate fringe benefit fund coverage, all Contractors shall require their core employees and any other persons employed other than through the referral process, to register with the appropriate Union hiring hall, if any, prior to their first day of employment at a project site.

3.7.2 The core work force is comprised of those employees whose names appeared on the Contractor's active payroll for sixty (60) of the one hundred (100) working days immediately before award of Project Work to the Contractor; who possess any license required by state or federal law for the Project Work to be performed; who have the ability to safely perform the basic functions of the applicable trade; and have worked a total of at least two thousand (2,000) hours in the specific construction craft during the prior four (4) years.

3.7.3 Prior to each Contractor performing any work on the Project, each Contractor shall provide a list of his core employees to the Community Workforce Coordinator and the Council. Failure to do so will prohibit the Contractor from using any core employees. Upon request by any Party to this Agreement, the Contractor hiring any core employee shall provide satisfactory proof (i.e., payroll records, quarterly tax records, driver's license, voter registration, postal address and such other documentation) evidencing the core employee's qualification as a core employee to the Community Workforce Coordinator and the Council.

Section 3.8 Time for Referral: If any Union's registration and referral system does not fulfill the requirements for specific classifications requested by any Contractor within forty-eight (48) hours (excluding Saturdays, Sundays and holidays), that Contractor may use employment sources other than the Union registration and referral services, and may employ applicants meeting such standards from any other available source. The Contractors shall inform the Union of any applicants hired from other sources within forty-eight (48) hours of such applicant being hired, and such applicants shall register with the appropriate hiring hall, if any.

Section 3.9 Lack of Referral Procedure: If a signatory Union does not have a job referral system as set forth in Section 3.3 above, the Contractors shall give the Union equal opportunity

to refer applicants. The Contractors shall notify the Union of employees so hired, as set forth in Section 3.5.

Section 3.10 Union Membership: Employees are not required to become or remain union members or pay dues or fees as a condition of performing Covered Work under this Agreement. Employers shall make and transmit all deductions for union dues, fees, and assessments that have been authorized by employees in writing in accordance with the applicable Master Agreement. Nothing in this Section 3.10 is intended to supersede independent requirements of applicable Master Agreements as to those Employers otherwise signatory to such Master Agreements and as to the employees of those Employers who are performing Covered Work.

Section 3.11 Individual Seniority: Except as provided in Section 4.3, individual seniority shall not be recognized or applied to employees working on the Project; provided, however, that group and/or classification seniority in a Union's Master Labor Agreement as of the effective date of this Agreement shall he recognized for purposes of layoffs.

Section 3.12 Foremen: The selection and number of craft foreman and/or general foreman shall be the responsibility of the Contractor. All foremen shall take orders exclusively from the designated Contractor representatives. Craft foreman shall be designated as working foreman at the request of the Contractors.

Section 3.13 District Security Requirements: The Parties are aware of the District's policy that Contractors and other employers shall not employ a person who would not be eligible for employment by the District under California Education Code, Section 45123. All persons working on Project Work, including all employees hired by a Contractor (or referred by a Signatory Union) to work on Project Work, shall be required to comply with all criminal background check certification requirements and policies of District for those persons who may come in contact with, or work in close proximity to, minors in the course of performing work on a Project. Contractors may refuse to employ any person who declines to comply with District's background check requirements or who is otherwise determined to be disqualified from participating in Project Work because of a disqualifying conviction. Similarly, District may ban or order the immediate removal of any person disqualified from working in the presence of, or in close proximity to, minors.

ARTICLE 4
UNION ACCESS AND STEWARDS

Section 4.1 Access to Project Sites: Authorized representatives of the Union shall have access to Project Work, provided that they do not interfere with the work of employees and further provided that such representatives fully comply with posted visitor, security and safety rules.

Section 4.2 Stewards:

4.2.1 Each signatory Union shall have the right to dispatch a working journeyperson as a steward for each shift, and shall notify the Contractor in writing of the identity of the designated steward or stewards prior to the assumption of such person's duties as steward. Such

designated steward or stewards shall not exercise any supervisory functions. There will be no non-working stewards. Stewards will receive the regular rate of pay for their respective crafts.

4.2.2 In addition to his/her work as an employee, the steward should have the right to receive, but not to solicit, complaints or grievances and to discuss and assist in the adjustment of the same with the employee's appropriate supervisor. Each steward should he concerned only with the employees of the steward's Contractor and, if applicable, subcontractor(s), and not with the employees of any other Contractor. A Contractor will not discriminate against the steward in the proper performance of his/her Union duties.

4.2.3 When a Contractor has multiple, non-contiguous work locations at one site, the Contractor may request and the Union shall appoint such additional working stewards as the Contractor requests to provide independent coverage of one or more such locations. In such cases, a steward may not service more than one work location without the approval of the Contractor.

4.2.4 The stewards shall not have the right to determine when overtime shall be worked or who shall work overtime.

Section 4.3 Steward Layoff/Discharge: The relevant Contractor agrees to notify the appropriate Union twenty-four (24) hours before the layoff of a steward, except in the case of disciplinary discharge for just cause. If the steward is protected against such layoff by the provisions of the applicable Master Labor Agreement, such provisions shall be recognized when the steward possesses the necessary qualifications to perform the remaining work. In any case in which the steward is discharged or disciplined for just cause, the appropriate Union will be notified immediately by the Contractor, and such discharge or discipline shall not become final (subject to any later filed grievance) until twenty-four (24) hours after such notice has been given.

Section 4.4 Employees on Non-Project Work: On work where the personnel of the District may be working in close proximity to the construction activities covered by this Agreement, the Union agrees that the Union representatives, stewards, and individual workers will not interfere with the District personnel, or with personnel employed by the any other employer not a Party to this Agreement.

ARTICLE 5
WAGES AND BENEFITS

Section 5.1 Wages: All employees covered by this Agreement shall be classified in accordance with work performed and paid by the Contractors the hourly wage rates for those classifications in compliance with the applicable prevailing wage rate determination established pursuant to applicable law. If a prevailing rate increases under law, the Contractor shall pay that rate as of its effective date under the law. Notwithstanding any other provision of this Agreement, this Agreement does not relieve Contractors directly signatory to one or more of the Master Labor Agreements from paying all wages set forth in such Agreements.

Section 5.2 Benefits:

5.2.1 Contractors shall pay contributions to the established employee benefit funds in the amounts designated in the appropriate Master Labor Agreement and make all employee authorized deductions in the amounts designated in the appropriate Master Labor Agreement; provided, however, that such contributions shall not exceed the contribution amounts set forth in the applicable prevailing wage determination. Notwithstanding any other provision of this Agreement, Contractors directly signatory to one or more of the Master Labor Agreements are required to make all contributions set forth in those Master Labor Agreements without reference to the forgoing. Bona fide benefit plans with joint trustees or authorized employee deduction programs established or negotiated under the applicable Master Labor Agreement or by the Parties to this Agreement during the life of this Agreement may be added.

5.2.2 The Contractor adopts and agrees to be bound by the written terms of the applicable, legally established, trust agreement(s) specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds for its employees. The Contractor authorizes the Parties to such trust funds to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the Contractor.

5.2.3 Each Contractor and subcontractor is required to certify to the Community Workforce Coordinator that it has paid all benefit contributions due and owing to the appropriate Trust(s) prior to the receipt of its final payment and/or retention. Further, upon timely notification by a Union to the Community Workforce Coordinator, the Community Workforce Coordinator shall work with any prime Contractor or subcontractor who is delinquent in payments to assure that proper benefit contributions are made, to the extent of requesting the District or the prime Contractor to withhold payments otherwise due such Contractor, until such contributions have been made or otherwise guaranteed.

Section 5.3 Wage Premiums: Wage premiums, including but not limited to pay based on height of work, hazard pay, scaffold pay and special skills shall not be applicable to work under this Agreement, except to the extent provided for in any applicable prevailing wage determination.

Section 5.4 Compliance with Prevailing Wage Laws: The Parties agree that the Community Workforce Coordinator shall monitor the compliance by all Contractors and subcontractors with all applicable federal and state prevailing wage laws and regulations, and that such monitoring shall include Contractors engaged in what would otherwise be Project Work but for the exceptions to Agreement coverage in Section 2.2. All complaints regarding possible prevailing wage violations shall be referred to the Community Workforce Coordinator for processing, investigation and resolution, and if not resolved within thirty (30) calendar days, may be referred by any party to the state labor commissioner.

ARTICLE 6
WORK STOPPAGES AND LOCK-OUTS

Section 6.1 No Work Stoppages or Disruptive Activity: The Council and the Unions agree that neither they, and each of them, nor their respective officers or agents or representatives, shall

incite or encourage, condone or participate in any strike, walk-out, slow-down, picketing, observing picket lines or other activity of any nature or kind whatsoever, for any cause or dispute whatsoever with respect to or in any way related to Project Work, or which interferes with or otherwise disrupts Project Work, or with respect to or related to the District or Contractors or subcontractors, including, but not limited to economic strikes, unfair labor practice strikes, safety strikes, sympathy strikes and jurisdictional strikes whether or not the underlying dispute is subject to arbitration. Any such actions by the Council, or Unions, or their members, agents, representatives or the employees they represent shall constitute a violation of this Agreement. The Council and the Union shall take all steps necessary to obtain compliance with this Article and neither should be held liable for conduct for which it is not responsible.

Section 6.2 Employee Violations: The Contractor may discharge any employee violating Section 6.1 above and any such employee will not be eligible for rehire under this Agreement.

Section 6.3 Standing to Enforce: The District, the Community Workforce Coordinator, or any Contractor affected by an alleged violation of Section 6.1 shall have standing and the right to enforce the obligations established therein.

Section 6.4 Expiration of Master Labor Agreements: If the Master Labor Agreement, or any local, regional, and other applicable collective bargaining agreements expire during the term of the Project, the Union(s) agree that there shall be no work disruption of any kind as described in Section 6.1 above as a result of the expiration of any such agreement(s) having application on this Project and/or failure of the involved Parties to that agreement to reach a new contract. Terms and conditions of employment established and set at the time of bid shall remain established and set. Otherwise to the extent that such agreement does expire and the Parties to that agreement have failed to reach concurrence on a new contract, work will continue on the Project on one of the following two (2) options, both of which will be offered by the Unions involved to the Contractors affected:

6.4.1 Each of the Unions with a contract expiring must offer to continue working on the Project under interim agreements that retain all the terms of the expiring contract, except that the Unions involved in such expiring contract may each propose wage rates and employer contribution rates to employee benefit funds under the prior contract different from what those wage rates and employer contributions rates were under the expiring contracts. The terms of the Union's interim agreement offered to Contractors will be no less favorable than the terms offered by the Union to any other employer or group of employers covering the same type of construction work in Los Angeles County.

6.4.2 Each of the Unions with a contract expiring must offer to continue working on the Project under all the terms of the expiring contract, including the wage rates and employer contribution rates to the employee benefit funds, if the Contractor affected by that expiring contract agrees to the following retroactive provisions: if a new Master Labor Agreement, local, regional or other applicable labor agreement for the industry having application at the Project is ratified and signed during the term of this Agreement and if such new labor agreement provides for retroactive wage increases, then each affected Contractor shall pay to its employees who performed work covered by this Agreement at the Project during the hiatus between the effective dates of such expired and new labor agreements, an amount equal to any such retroactive wage

increase established by such new labor agreement, retroactive to whatever date is provided by the new labor agreement for such increase to go into effect, for each employee's hours worked on the Project during the retroactive period. All Parties agree that such affected Contractors shall be solely responsible for any retroactive payment to its employees.

6.4.3 Some Contractors may elect to continue to work on the Project under the terms of the interim agreement option offered under paragraph 6.4.1, above and other Contractors may elect to continue to work on the Project under the retroactivity option offered under paragraph 6.4.2, above. To decide between the two options, Contractors will be given one week after the particular labor agreement has expired or one week after the Union has personally delivered to the Contractors in writing its specific offer of terms of the interim agreement pursuant to paragraph 6.4.1 above, whichever is the later date. If the Contractor fails to timely select one of the two options, the Contractor shall be deemed to have selected option 6.4.2.

Section 6.5 No Lockouts: Contractors shall not cause, incite, encourage, condone or participate in any lock-out of employees with respect to Project Work during the term of this Agreement. The term "lock-out" refers only to a Contractor's exclusion of employees in order to secure collective bargaining advantage, and does not refer to the discharge, termination or layoff of employees by the Contractor for any reason in the exercise of rights pursuant to any provision of this Agreement, or any other agreement, nor does "lock-out" include the District's decision to stop, suspend or discontinue any Project Work or any portion thereof for any reason.

Section 6.6 Best Efforts to End Violations:

6.6.1 If a Contractor contends that there is any violation of this Article or Section 7.3, it shall notify, in writing, the Executive Secretary of the Council, the Senior Executive of the involved Union(s) and the Community Workforce Coordinator. The Executive Secretary and the leadership of the involved Union(s) will immediately instruct, order and use their best efforts to cause the cessation of any violation of the relevant Article.

6.6.2 If the Union contends that any Contractor has violated this Article, it will notify the Contractor and the Community Workforce Coordinator, setting forth the facts which the Union contends violate the Agreement, at least twenty-four (24) hours prior to invoking the procedures of Section 7.8. The Community Workforce Coordinator shall promptly order the involved Contractor(s) to cease any violation of the Article.

Section 6.7 Withholding of services for failure to pay wages and fringe benefits: Notwithstanding any provision of this Agreement to the contrary, it shall not be a violation of this Agreement for any Union to withhold the services of its members (but not the right to picket) from a particular Contractor who:

6.7.1 fails to timely pay its weekly payroll; or

6.7.2 fails to make timely payments to the Union's Joint Labor/Management Trust Funds in accordance with the provisions of the applicable Master Labor Agreements. Prior to withholding its members' services for the Contractor's failure to make timely payments to the Union's Joint Labor/Management Trust Funds, the Union shall give at least ten (10) days (unless

a lesser period of time is provided in the Union's Master Labor Agreement, but in no event less than forty-eight (48) hours) written notice of such failure to pay by registered or certified mail, return receipt requested, and by facsimile transmission to the involved Contractor and the District. Union will meet within the ten (10) day period to attempt to resolve the dispute.

6.7.3 Upon the payment of the delinquent Contractor of all monies due and then owing for wages and/or fringe benefit contributions, the Union shall direct its members to return to work and the Contractor shall return all such members back to work.

Section 6.8 Expedited Enforcement Procedure: Any party, including the District, which is an intended beneficiary of this Article, or the Community Workforce Coordinator, may institute the following procedures, in lieu of or in addition to any other action at law or equity, when a breach of Section 6.1, 6.5 or Section 7.3 is alleged.

6.8.1 The party invoking this procedure shall notify Najeeb Khoury, who has been selected by the negotiating Parties, and whom the Parties agree shall be the permanent arbitrator under this procedure. If the permanent arbitrator is unavailable at any time, the party invoking this procedure shall notify one of the alternates selected by the Parties, in that order on an alternating basis. Notice to the arbitrator shall be by the most expeditious means available, with notices to the Parties alleged to be in violation, and to the Council if it is a Union alleged to be in violation. For purposes of this Article, written notice may be given by telegram, facsimile, hand-delivery or overnight mail and will be deemed effective upon receipt.

6.8.2 Upon receipt of said notice, the arbitrator named above or his/her alternate shall sit and hold a hearing within twenty-four (24) hours if it is contended that the violation still exists, but not sooner than twenty-four (24) hours after notice has been dispatched to the Council of the involved Union(s) and/or Contractor as required by Section 8.6, above.

6.8.3 The arbitrator shall notify the Parties of the place and time chosen for this hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty-four (24) hours unless otherwise agreed upon by all Parties. A failure of any Party or Parties to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator.

6.8.4 The sole issue at the hearing shall be whether or not a violation of Sections 6.1, 6.5 or Section 7.3 has in fact occurred. The arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages. The Award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without an opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the Award. The arbitrator may order cessation of the violation of the Article and other appropriate relief, and such Award, upon issuance, shall be served on all Parties by hand or registered mail.

6.8.5 Such Award shall be final and binding on all Parties and may be enforced by any court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to herein above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In any judicial proceeding to obtain a temporary order enforcing the arbitrator's Award as issued under Section 6.8(d) of this Article,

all Parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any Party's right to participate in a hearing for a final order of enforcement. The court's order or orders enforcing the arbitrator's award shall be served on all Parties by hand or by delivery to their address as shown on this Agreement (for a Union), as shown in their business contract for work under this Agreement (for a Contractor) and to the representing Union (for an employee), by certified mail by the Party or Parties first alleging the violation.

6.8.6 Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance hereto are hereby waived by the Parties to whom they accrue.

6.8.7 The fees and expenses of the arbitrator shall be equally divided between the party or Parties initiating this procedure and the respondent Party or Parties.

ARTICLE 7
WORK ASSIGNMENTS AND JURISDICTIONAL DISPUTES

Section 7.1 Assignment of Work: The assignment of Project Work will be solely the responsibility of the Employer performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

Section 7.2 The Plan: All jurisdictional disputes on this Project between or among the building and construction trades Unions and the Employers parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Employers and Unions parties to this Agreement.

Section 7.3 If a dispute arising under this Article involves the Western States Regional Council of Carpenters or any of its subordinate bodies, an Arbitrator shall be chosen by the procedures specified in Article V, Section 5, of the Plan from a list composed of John Kagel, Robert Hirsch, and Thomas Pagan, and the Arbitrator's hearing on the dispute shall be held at the offices of the applicable Building and Construction Trades Council within fourteen (14) days of the selection of the Arbitrator. All other procedures shall be as specified in the Plan.

Section 7.4 No Work Disruption Over Jurisdiction: All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

Section 7.5 Pre-Job Conferences: As provided in Article 16, each Employer will conduct a pre-job conference with the Council prior to commencing work. The Primary Employer and the Owner will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Employers may be held together.

Section 7.6 Resolution of Jurisdictional Disputes: If any actual or threatened strike, sympathy strike, work stoppage, slow down, picketing, hand-billing or otherwise advising the public that a labor dispute exists, or interference with the progress of Project Work by reason of a jurisdictional dispute or disputes occurs, the Parties shall exhaust the expedited procedures set forth in the Plan, if such procedures are in the plan then currently in effect, or otherwise as in Article 6 above.

ARTICLE 8
MANAGEMENT RIGHTS

Section 8.1 Contractor Rights: The Contractors retain the full and exclusive authority for the management of their operations, as set forth in this Article, unless expressly limited or required by a specific provision of this Agreement or an applicable Master Labor Agreement. The Contractor's rights include, but are not limited to, the right to:

8.1.1 Plan, direct and control operations of all work;

8.1.2 Hire, promote, transfer and layoff their own employees, respectively, as deemed appropriate to satisfy work and/or skill requirements;

8.1.3 Promulgate and require all employees to observe reasonable job rules and security and safety regulations;

8.1.4 Discharge, suspend or discipline their own employees for just cause;

8.1.5 Utilize, in accordance with District approval, any work methods, procedures or techniques, and select, use and install any types or kinds of materials, apparatus or equipment, regardless of source of manufacture or construction; assign and schedule work at their discretion; and

8.1.6 Assign overtime, determine when it will be worked and the number and identity of employees engaged in such work, subject to such provisions in the applicable Master Labor Agreement(s) requiring such assignments be equalized or otherwise made in a nondiscriminatory manner.

Section 8.2 Specific District Rights: In addition to the following and other rights of the District enumerated in this Agreement, the District expressly reserves its management rights and all the rights conferred on it by law. The District's rights (and those of the Contractor Administrator on its behalf) include but are not limited to the right to:

8.2.1 Inspect any construction site or facility to ensure that the Contractor follows the applicable safety and other work requirements;

8.2.2 Require Contractors to establish a different work week or shift schedule for particular employees as required to meet the operational needs of the Project Work at particular locations;

8.2.3 At its sole option, terminate, delay and/or suspend any and all portions of the Project Work at any time; prohibit some or all work on certain days or during certain hours of the day to accommodate the ongoing operations of the District's educational facilities and/or to mitigate the effect of ongoing Project Work on businesses and residents in the neighborhood of the Project site; and/or require such other operational or schedule changes it deems necessary, in its sole judgment, to effectively maintain its primary mission and remain a good neighbor to those in the area of its facilities. (In order to permit the Contractors and Unions to make appropriate scheduling plans, the District will provide the Community Workforce Coordinator, and the affected Contractor(s) and Union(s) with reasonable notice of any changes it requires pursuant to this section; provided, however, that if notice is not provided in time to advise employees not to report for work, show-up pay shall be due pursuant to the provisions of the applicable Master Labor Agreement);

8.2.4 Approve any work methods, procedures and techniques used by Contractors whether or not these methods, procedures or techniques are part of industry practices or customs; and

8.2.5 Investigate and process complaints, through its Community Workforce Coordinator, in the matters set forth in Articles 6 and 9.

Section 8.3 Use of Materials: There should be no limitations or restriction by Union upon a Contractor's choice of materials or design, nor, regardless of source or location, upon the full use and utilization, of equipment, machinery, packaging, precast, prefabricated, prefinished, or preassembled materials, tools or other labor saving devices, subject to the application of the State Public Contracts and Labor Codes as required by law in reference to offsite construction. Generally, the onsite installation or application of such items shall be performed by the craft having jurisdiction over such work. The District and its Community Workforce Coordinator shall advise all Contractors of, and enforce as appropriate, the off-site application of the prevailing wage law as it affects Project Work.

Section 8.4 Special Equipment, Warranties and Guaranties:

8.4.1 It is recognized that certain equipment of a highly technical and specialized nature may be installed at Project Work sites. The nature of the equipment, together with the requirements for manufacturer's warranties, may dictate that it be prefabricated, pre-piped and/or pre-wired and that it be installed under the supervision and direction of the District's and/or manufacturer's personnel. The Unions agree to install such equipment without incident.

8.4.2 The Parties recognize that the Contractor will initiate from time to time the use of new technology, equipment, machinery, tools, and other labor-savings devices and methods of performing Project Work. The Union agrees that they will not restrict the implementation of such devices or work methods. The Unions will accept and will not refuse to handle, install or work with any standardized and/or catalogue: parts, assemblies, accessories, prefabricated items, preassembled items, partially assembled items, or materials whatever their source of manufacture or construction.

8.4.3 If any disagreement between the Contractor and the Unions concerning the methods of implementation or installation of any equipment, or device or item, or method of work, arises, or whether a particular part or pre-assembled item is a standardized or catalog part or item, the work will precede as directed by the Contractor and the Parties shall immediately consult over the matter. If the disagreement is not resolved, the affected Union(s) shall have the right to proceed through the procedures set forth in Article 9.

ARTICLE 9
SETTLEMENT OF GRIEVANCES AND DISPUTES

Section 9.1 Cooperation and Harmony on Site:

9.1.1 This Agreement is intended to establish and foster continued close cooperation between management and labor. The Council shall assign a representative to this Project for the purpose of assisting the Unions, and working with the Community Workforce Coordinator, together with the Contractors, to complete the construction of the Project economically, efficiency, continuously and without any interruption, delays or work stoppages.

9.1.2 The Community Workforce Coordinator, the Contractors, Unions, and employees collectively and individually, realize the importance to all Parties of maintaining continuous and uninterrupted performance Project Work, and agree to resolve disputes in accordance with the grievance provisions set forth in this Article or, as appropriate, those of Article 7 or 8.

9.1.3 The Community Workforce Coordinator shall oversee the processing of grievances under this Article and Articles 6 and 7, including the scheduling and arrangements of facilities for meetings, selection of the arbitrator from the agreed-upon panel to hear the case, and any other administrative matters necessary to facilitate the timely resolution of any dispute; provided, however, it is the responsibility of the principal parties to any pending grievance to insure the time limits and deadlines are met.

Section 9.2 Processing Grievances: Any questions arising out of and during the term of this Agreement involving its interpretation and application, which includes applicable provisions of the Master Labor Agreements, but not jurisdictional disputes or alleged violations of Section 6.1 and 6.5 and similar provisions, shall be considered a grievance and subject to resolution under the following procedures.

Step 1. Employee Grievances: When any employee subject to the provisions of this Agreement feels aggrieved by an alleged violation of this Agreement, the employee shall, through his Union business representative or, job steward, within ten (10) working days after the occurrence of the violation, give notice to the work site representative of the involved Contractor stating the provision(s) alleged to have been violated. A business representative of the Union or the job steward and the work site representative of the involved Contractor shall meet and endeavor to adjust the matter within ten (10) working days after timely notice has been given. If they fail to resolve the matter within the prescribed period, the grieving party may, within ten (10) working days thereafter, pursue Step 2 of this grievance procedure provided the grievance is reduced to writing, setting forth the relevant information, including a short description thereof, the date on which the alleged violation occurred, and the provision(s) of the Agreement alleged

to have been violated. Grievances and disputes settled at Step 1 shall be non-precedential except as to the parties directly involved.

Union or Contractor Grievances: Should the Union(s) or any Contractor have a dispute with the other Party(ies) and, if after conferring within ten (10) working days after the disputing Party knew or should have known of the facts or occurrence giving rise to the dispute, a settlement is not reached within five (5) working days, the dispute shall be reduced to writing and processed to Step 2 in the same manner as outlined in 1(a) above for the adjustment of an employee complaint.

Step 2. The business manager of the involved Union or his designee, together with the site representative of the involved Contractor, and the labor relations representative of the Community Workforce Coordinator, shall meet within seven (7) working days of the referral of the dispute to this second step to arrive at a satisfactory settlement thereof. If the Parties fail to reach an agreement, the dispute may be appealed in writing in accordance with the provisions of Step 3 within seven (7) calendar days after the initial meeting at Step 2.

Step 3. (a) If the grievance shall have been submitted but not resolved under Step 2, either the Union or Contractor Party may request in writing to the Community Workforce Coordinator (with copy (ies) to the other Party (ies)) within seven (7) calendar days after the initial Step 2 meeting, that the grievance be submitted to an arbitrator selected from the agreed upon list below, on a rotational basis in the order listed. Those arbitrators are: (1) Najeeb Khoury; (2) Andrea Dooley; (3) Fredric Horowitz; (4) Sara Adler; and (5) David Weinberg. The decision of the arbitrator shall be final and binding on all Parties and the fee and expenses of such arbitrations shall be borne equally by the involved Contractor(s) and the involved Union(s).

(b) Failure of the grieving Party to adhere to the time limits established herein shall render the grievance null and void. The time limits established herein may be extended only by written consent of the Parties involved at the particular step where the extension is agreed upon. The arbitrator shall have the authority to make decisions only on issues presented and shall not have the authority to change, amend, add to or detract from any of the provisions of this Agreement.

(c) The fees and expenses incurred by the arbitrator, as well as those jointly utilized by the Parties (i.e., conference room, court reporter, etc.) in arbitration, shall be divided equally by the Parties to the arbitration, including Union(s) and Contractor(s) involved.

Section 9.3 Limit on Use of Procedures: Procedures contained in this Article shall not be applicable to any alleged violation of Articles 6 or 7, with a single exception that any employee discharged for violation of Section 6.2, or Section 7.3, may resort to the procedures of this Article to determine only if he/she was, in fact, engaged in that violation.

Section 9.4 Notice: The Community Workforce Coordinator (and the District, in the case of any grievance regarding the Scope of this Agreement) shall be notified by the involved Contractor of all actions at Steps 2 and 3, and further, the Community Workforce Coordinator shall, upon its own request, be permitted to participate fully as a party in all proceedings at such steps.

ARTICLE 10
REGULATORY COMPLIANCE

Section 10.1 Compliance with All Laws: The Council and all Unions, Contractors, subcontractors and their employed shall comply with all applicable federal and state laws, ordinances and regulations including, but not limited to, those relating to safety and health, employment and applications for employment. All employees shall comply with the safety regulations established by the District, the Community Workforce Coordinator or the Contractor. Employees must promptly report any injuries or accidents to a supervisor.

Section 10.2 Monitoring Compliance: The Parties agree that the District shall require, and that the Community Workforce Coordinator and Council shall monitor, compliance by all Contractors and subcontractors with all federal and state laws regulation that, from time to time may apply to Project Work. It shall be the responsibility of both the Council and the Community Workforce Coordinator (on behalf of the District) to investigate or monitor compliance with these various laws and regulations. The Council may recommend to the Community Workforce Coordinator and/or the District procedures to encourage and enforce compliance with these laws and regulations.

Section 10.3 Prevailing Wage Compliance: The Council or Union shall refer all complaints regarding any potential prevailing wage violation to the Community Workforce Coordinator, who on its own, or with the assistance of the District's labor compliance program, shall process, investigate and resolve such complaints, consistent with Article 5, Section 5.4. The Council or Union, as appropriate, shall be advised in a timely manner with regard to the facts and resolution, if any, of any complaint. It is understood that this Section does not restrict any individual rights as established under the State Labor Code, including the rights of an individual to file a complaint with the State Labor Commissioner or to file a grievance for such violation under the grievance procedure set forth in this Agreement.

Section 10.4 Violations of Law: Based upon a finding of violation by the District of a federal and state law, and upon notice to the Contractor that it or its subcontractors are in such violation, the District, in the absence of the Contractor or subcontractor remedying such violation, shall take such action as it is permitted by law or contract to encourage that Contractor to come into compliance, including, but not limited to, assessing fines and penalties, and/or removing the offending Contractor from Project Work. Additionally, in accordance with the Agreement between the District and the Contractor, the District may cause the Contractor to remove from Project Work any subcontractor who is in violation of state or federal law.

ARTICLE 11
SAFETY AND PROTECTION OF PERSON AND PROPERTY

Section 11.1 Safety:

11.1.1 It shall be the responsibility of each Contractor to ensure safe working conditions and employee compliance with any safety rules contained herein or established by the District, the Community Workforce Coordinator or the Contractor. It is understood that employees have

an individual obligation to use diligent care to perform their work in a safe manner and to protect themselves and the property of the Contractor and the District.

11.1.2 Employees shall be bound by the safety, security and visitor rules established by the Contractor, the Community Workforce Coordinator and/or the District. These rules will be published and posted. An employee's failure to satisfy his/her obligations under this section will subject him/her to discipline, up to and including discharge.

11.1.3 The Parties to this Agreement adopt the Los Angeles/Orange Counties Building and Construction Trades Council Approved Drug and Alcohol Testing Policy, a copy of which is attached hereto as **Attachment "D,"** and which shall be the policy and procedure utilized under this Agreement.

Section 11.2 Suspension of Work for Safety: A Contractor may suspend all or a portion of the job to protect the life and safety of employees. In such cases, employees will be compensated only for the actual time worked; provided, however, that where the Contractor requests employees to remain at the site and be available for work, the employees will be compensated for stand-by time at their basic hourly rate of pay.

Section 11.3 Water and Sanitary Facilities: The Contractor shall provide adequate supplies of drinking water and sanitary facilities for all employees as required by state law or regulation.

ARTICLE 12
TRAVEL AND SUBSISTENCE

Travel expenses, travel time, subsistence allowances, zone rates and parking reimbursements shall be paid in accordance with the applicable Master Labor Agreement unless superseded by the applicable prevailing wage determination.

ARTICLE 13
APPRENTICES

Section 13.1 Importance of Training: The Parties recognize the need to maintain continuing support of the programs designed to develop adequate numbers of competent workers in the construction industry, the obligation to capitalize on the availability of the local work force in the area served by the District, and the opportunities to provide continuing work under the construction program. To these ends, the Parties will facilitate, encourage, and assist local residents to commence and progress in Labor/Management Apprenticeship and/or training Programs in the construction industry leading to participation in such apprenticeship programs. The District, the Community Workforce Coordinator, other District consultants, and the Council, will work cooperatively to identify, or establish and maintain, effective programs and procedures

for persons interested in entering the construction industry and which will help prepare them for the formal joint labor/management apprenticeship programs maintained by the signatory Unions.

Section 13.2 Use of Apprentices:

13.2.1 Apprentices used on Projects under this Agreement shall be registered in Joint Labor Management Apprenticeship Programs approved by the State of California. Apprentices may comprise up to thirty percent (30%) of each craft's work force at any time, unless the standards of the applicable joint apprenticeship committee confirmed by the Division of Apprenticeship Standards ("DAS"), establish a lower or higher maximum percentage, and where such is the case, the applicable Union should use its best efforts with the Joint Labor Management apprenticeship committee and, if necessary, the DAS to permit up to thirty percent (30%) apprentices on the Project.

13.2.2 The Unions agree to cooperate with the Contractor in furnishing apprentices as requested up to the maximum percentage. The apprentice ratio for each craft shall be in compliance, at a minimum, with the applicable provisions of the Labor Code relating to utilization of apprentices. The District shall encourage such utilization, and, both as to apprentices and the overall supply of experienced workers, the Community Workforce Coordinator will work with the Council to assure appropriate and maximum utilization of apprentices and the continuing availability of both apprentices and journey persons.

13.2.3 The Parties agree that apprentices will not be dispatched to Contractors working under this Agreement unless there is a journeymen working on the project where the apprentice is to be employed who is qualified to assist and oversee the apprentice's progress through the program in which he is participating.

13.2.4 All apprentices shall work under the direct supervision of a journeyman from the trade in which the apprentice is indentured. A journeyman shall be defined as set forth in the California Code of Regulations, Title 8 [apprenticeship], Section 205, which defines a journeyman as a person who has either completed an accredited apprenticeship in his or her craft, or has completed the equivalent of an apprenticeship in length and content of work experience and all other requirements in the craft which has workers classified as journeyman in the apprenticeship occupation. Should a question arise as to a journeyman's qualification under this subsection, the Contractor shall provide adequate proof evidencing the worker's qualification as a journeyman to the Construction Manager and the Council.

ARTICLE 14
WORK OPPORTUNITIES PROGRAM

Section 14.1 The Parties to this Agreement support the development of increased numbers of skilled construction workers from among Area Residents to meet the labor needs of the Project, specifically, and the requirements of the local construction industry generally. Towards that end the Parties agree to cooperate respecting the establishment of a work opportunities program for Area Residents, the primary goals of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

14.1.1 Encourage the referral and utilization, to the extent permitted by law and hiring hall practices, of qualified Area Residents as journeymen, and apprentices on the Project and entrance into such qualified apprenticeship and training programs as may be operated by signatory Unions; and

14.1.2 Work together to promptly develop at the outset of each Project procedures for the identification of craft needs, the scheduling of work to facilitate the utilization of available craft employees, and the securing of services of craft employees in sufficient numbers to meet the demand of the Project work undertaken; and

14.1.3 Work cooperatively with the District and other District consultants to identify, or establish and maintain, effective programs, events and procedures for persons interested in entering the construction industry; and

14.1.4 Participate in District based job fairs, career days and outreach events; and

14.1.5 Provide speakers to speak at District programs and Academies as requested; and

14.1.6 Assist Area Residents in contacting pre-apprenticeship programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in. The Unions shall assist Area Residents who are seeking Union jobs on the Project and Union membership in assessing their work experience and giving them credit for provable past experience in their relevant craft or trade, including experience gained working for non-union Contractors. The Unions shall put on their rolls qualified bona fide Area Residents for work on this Project; and

14.1.7 Allow tours of their JACs as requested; and

14.1.8 Provide a contact information list for all Union representatives and Joint Apprenticeship Committee representatives; and

14.1.9 Support local events and programs designed to recruit and develop adequate numbers of competent workers in the construction industry.

ARTICLE 15
WORKING CONDITIONS

Section 15.1 Meal and Rest Periods: There will be no non-working times established during working hours except as may be required by applicable state law or regulations. Meal periods and Rest periods shall be as provided for in Wage Order 16. Individual coffee containers will be permitted at the employees' work location; however, there will be no organized coffee breaks.

Section 15.2 Work Rules: The District, the Community Workforce Coordinator, and/or relevant Contractor shall establish such reasonable work rules as they deem appropriate and not inconsistent with this Agreement. These rules will be posted at the work sites by the Contractor

and may be amended thereafter as necessary. Failure to observe these rules and regulations by employees may be grounds for discipline up to an including discharge.

Section 15.3 Emergency Use of Tools and Equipment: There should be no restrictions on the emergency use of any tools by any qualified employee or supervisor, or on the use of any tools or equipment for the performance of work within the jurisdiction, provided the employee can safely use the tools and/or equipment involved and is compliance with applicable governmental rules and regulations.

Section 15.4 Access Restrictions for Cars: Recognizing the nature of the work being conducted on the site, employee access by a private automobile may be limited to certain roads and/or parking areas.

ARTICLE 16
PRE-JOB CONFERENCES

Each Contractor will conduct a pre-job conference with the Unions not later than fourteen (14) calendar days prior to commencing work. The purpose of the conference will be to, among other things, determine craft manpower needs, schedule of work for the contract and project work rules/owner rules. The Council, the Community Workforce Coordinator, and the District shall be advised in advance of all such conferences and may participate if they wish. All work assignments shall be disclosed by the Prime Contractor and all Contractors at a pre-job conference. Should there be Project Work that was not previously discussed at the pre-job conference, or additional project work be added, the contractors performing such work will conduct a separate pre-job conference for such newly included work. Any Union in disagreement with the proposed assignment shall notify the Contractor of its position in writing, with a copy to Community Workforce Coordinator, within seven (7) calendar days thereafter. Within seven (7) calendar days after the period allowed for Union notices of disagreement with the Contractor's proposed assignments, but prior to the commencement of any work, the Contractor shall make final assignments in writing with copies to the Council and to the Community Workforce Coordinator.

ARTICLE 17
LABOR/MANAGEMENT COOPERATION

Section 17.1 Joint Committee: The Parties to this Agreement may establish a six (6) person Joint Administrative Committee (JAC). This JAC shall be comprised of three (3) representatives selected by the District and three (3) representatives selected by the Council to monitor compliance with the terms and conditions of this Agreement. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

Section 17.2 Functions of Joint Committee: The Committee shall meet on a schedule to be determined by the Committee or at the call of the joint chairs, to discuss the administration of the Agreement, the progress of the Project, general labor management problems that may arise, and any other matters consistent with this Agreement. Substantive grievances or disputes arising

under Articles 6, 7 or 9 shall not be reviewed or discussed by this Committee, but shall be processed pursuant to the provisions of the appropriate Article. The Community Workforce Coordinator shall be responsible for the scheduling of the meetings, the preparation of the agenda topics for the meetings, with input from the Unions the Contractors and the District. Notice of the date, time and place of meetings, shall be given to the Committee members at least three (3) days prior to the meeting. The District should be notified of the meetings and invited to send a representative(s) to participate. The Community Workforce Coordinator shall prepare quarterly reports on apprentice utilization and the training and employment of District residents, and a schedule of Project Work and estimated number of craft workers needed. The Committee or an appropriate subcommittee, may review such reports and make any recommendations for improvement, if necessary, including increasing the availability of skilled trades, and the employment of local residents or other individuals who should be assisted with appropriate training to qualify for apprenticeship programs.

Section 17.3 Subcommittees: The Committee may form subcommittees to consider and advise the full Committee with regard to safety and health issues affecting the Project and other similar issues affecting the overall Project, including any workers' compensation program initiated under this Agreement.

ARTICLE 18
SAVINGS AND SEPARABILITY

Section 18.1 Savings Clause: It is not the intention of the District, the Community Workforce Coordinator, Contractor or the Union parties to violate any laws governing the subject matter of this Agreement. The Parties hereto agree that in the event any provision of this Agreement is finally held or determined to be illegal or void as being in contravention of any applicable law or regulation, the remainder of the Agreement shall remain in full force and effect unless the part or parts so found to be void are wholly inseparable from the remaining portions of this Agreement. Further, the Parties agree that if and when any provision(s) of this Agreement is finally held or determined to be illegal or void by a court of competent jurisdiction, the Parties will promptly enter into negotiations concerning the substantive effect of such decision for the purposes of achieving conformity with the requirements of any applicable laws and the intent of the Parties hereto. If the legality of this Agreement is challenged and any form of injunctive relief is granted by any court, suspending temporarily or permanently the implementation of this Agreement, then the Parties agree that all Project Work that would otherwise be covered by this Agreement should be continued to be bid and constructed without application of this Agreement so that there is no delay or interference with the ongoing planning, bidding and construction of any Project Work.

Section 18.2 Effect of Injunctions or Other Court Orders: The Parties recognize the right of the District to withdraw, at its absolute discretion, the utilization of the Agreement as part of any bid specification should a Court of competent jurisdiction issue any order, or any applicable statute which could result, temporarily or permanently in delay of the bidding, awarding and/or construction on the Project. Notwithstanding such an action by the District, or such court order or statutory provision, the Parties agree that the Agreement shall remain in full force and the fact on covered Project Work to the maximum extent legally possible.

ARTICLE 19
WAIVER

A waiver of or a failure to assert any provisions of this Agreement by any or all of the Parties hereto shall not constitute a waiver of such provision for the future. Any such waiver shall not constitute a modification of the Agreement or change in the terms and conditions of the Agreement and shall not relieve, excuse or release any of the Parties from any of their rights, duties or obligations hereunder.

ARTICLE 20
AMENDMENTS

The provisions of this Agreement can be renegotiated, supplemented, rescinded or otherwise altered only by mutual agreement in writing, hereafter signed by the negotiating Parties hereto.

ARTICLE 21
DURATION OF THE AGREEMENT

Section 21.1 Duration:

21.1.1 This Agreement shall be effective from the date signed by all Parties and shall remain in effect for a period of five (5) years and shall continue in effect from year to year thereafter unless either Party provides written notice of its intent to terminate, sent no earlier than ninety (90) days or later than sixty (60) days prior to the termination date or successor termination date. Any covered Project awarded during the term of this Agreement shall continue to be covered hereunder, until completion of the Project, notwithstanding the expiration date of this Agreement.

21.1.2 This Agreement may be extended by mutual consent of the District and the Unions for such further periods as the Parties shall agree to.

Section 21.2 Turnover and Final Acceptance of Completed Work:

21.2.1 Construction of any phase, portion, section, or segment of Project Work shall be deemed complete when such phase, portion, section or segment has been turned over to the District by the Contractor and the District has accepted such phase, portion, section, or segment. As areas and systems of the Project are inspected and construction-tested and/or approved and accepted by the District or third parties with the approval of the District, the Agreement shall have no further force or effect on such items or areas, except when the Contractor is directed by the District to engage and repairs or modifications required by its contract(s) with the District.

21.2.2 Notice of each final acceptance received by the Contractor will be provided to the Council with the description of what portion, segment, etc. has been accepted. Final acceptance may be subject to a "punch" list, and in such case, the Agreement will continue to apply to each such item on the list until it is completed to the satisfaction of the District and Notice of Acceptance is given by the District or its representative to the Contractor. At the request of the Union, complete information describing any "punch" list work, as well as any additional work

required of a Contractor at the direction of the District pursuant to (a) above, involving otherwise turned-over and completed facilities which have been accepted by the District, will be available from the Community Workforce Coordinator.

IN WITNESS whereof the Parties have caused this Community Workforce Agreement to be executed as of the date and year above stated.

LYNWOOD UNIFIED SCHOOL DISTRICT	LOS COUNTIES ANGELES/ORANGE BUILDING & CONSTRUCTION TRADES COUNCIL
By: _____	By: _____ Ernesto Medrano, Executive Secretary
Dated: _____	Dated: _____

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL CRAFT UNIONS AND DISTRICT COUNCILS

Asbestos Heat & Frost Insulators (Local 5) _____

Boilermakers (Local 92) _____

Bricklayers & Allied Craftworkers (Local 4) _____

Cement Masons (Local 600) _____

Electricians (Local 11) _____

Elevator Constructors (Local 18) _____

Gunite Workers (Local 345) _____

Iron Workers (Reinforced – Local 416) _____

Iron Workers (Structural – Local 433) _____

District Council of Laborers _____

Laborers (Local 300) _____

Laborers (Local 1184) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Operating Engineers (Local 12) _____

Painters & Allied Trades DC 36 _____

Pipe Trades (Local 250) _____

Pipe Trades (Local 345) _____

Pipe Trades (Plumbers Local 78) _____

Pipe Trades (Sprinkler Fitters Local 709) _____

Plasterers (Local 200) _____

Plaster Tenders (Local 1414) _____

Roofers & Waterproofers (Local 36) _____

Sheet Metal Workers (Local 105) _____

Teamsters (Local 986) _____

Western States Regional Council of Carpenters _____

ATTACHMENT A
LETTER OF ASSENT

To be signed by all contractors awarded work covered by the
Community Workforce Agreement prior to commencing work.

[Contractor's Letterhead]
Community Workforce Coordinator
C/O Lynwood Unified School District
11321 Bullis Rd.
Lynwood, CA 90262

Attn: _____

Re: Community Workforce Agreement - Letter of Assent

Dear Sir:

This is to confirm that [name of company] agrees to be party to and bound by the Lynwood Unified School District Community Workforce Agreement effective _____, 2024, as such Agreement may, from time to time, be amended by the negotiating parties or interpreted pursuant to its terms. Such obligation to be a party and bound by this Agreement shall extend to all work covered by the Agreement undertaken by this Company on the Project and this Company shall require all of its contractors and subcontractors of whatever tier to be similarly bound for all work within the scope of the Agreement by signing and furnishing to you an identical Letter of Assent prior to their commencement of work.

Sincerely,

[Name of Construction Company]

By: _____

Name: _____

Title: _____

Contractor State License No. _____

[Copies of this letter must be submitted to the Community Workforce Coordinator and to the Council per Section 2.5(b).]

ATTACHMENT B
Local Resident Zip Codes

(Tier 1)
DISTRICT SERVICE AREA ZIP CODES

90723	90280	90262
90222	90221	90059

(Tier 2)
TEN-MILE RADIUS FROM THE DISTRICT'S HEADQUARTERS ZIP CODES

90001	90003	90007
90002	90011	90012
90013	90014	90015
90017	90018	90021
90022	90023	90033
90044	90040	90043
90061	90047	90058
90071	90062	90063
90201	90079	90089
90241	90220	90240
90248	90242	90247
90255	90249	90250
90301	90260	90270
90304	90302	90303
90502	90305	90501
90640	90504	90506
90713	90706	90712
90747	90745	90746
90806	90755	90805
90810	90807	90808
91754		

(Tier 3)
THE REMAINING AREA ZIP CODES IN LOS ANGELES COUNTY

91746	91208	91802
91077	90660	91804
91331	91105	91899
90605	90053	91896
90054	90602	91603
91745	91108	91610
90650	90604	91609
91604	90293	91612
91342	91207	91611
91102	90601	91615

93550	91109	91614
90803	90402	91617
93535	90398	91616
91335	90010	91618
93536	90212	91715
91706	93543	91714
90670	91024	91716
90606	91799	91734
91766	90659	91735
90055	90397	91747
90026	91399	91749
91402	90102	91756
90603	90665	91769
90037	90094	91771
91792	90077	91772
90731	90401	91346
91343	90211	91353
91114	91312	91357
90060	90056	91365
90019	91187	91372
91702	90888	91371
90004	93591	91376
91324	91020	91380
90042	91175	91382
91110	90715	91385
90006	93510	91386
90066	90290	91393
90813	90095	91392
90744	90612	91395
91406	91131	91394
93551	91191	91396
91770	93532	91404
91344	90704	91408
90070	92397	91407
91304	91186	91410
91801	91731	91412
91405	93553	91416
90714	93544	91413
92833	90067	91426
91303	90638	91470
91605	93243	91495
90034	91330	91482
91767	91008	91496
91316	91210	91116
90046	90822	90072
91115	91759	91384
91306	93563	91403

90065	90840	91411
90703	91608	90185
90057	90090	91390
91789	90831	91775
91352	90073	90404
90027	91188	90292
90074	91795	91106
91790	91797	90403
90032	90101	91201
90716	90103	90717
90005	90835	90272
90025	90834	91040
91367	90899	91011
90639	90510	91202
93534	93539	90068
91755	93599	90069
90016	90009	91118
90503	91748	90732
90075	90263	90076
90028	90844	91101
91765	91383	90845
90024	91409	91117
91311	90233	91497
90631	93584	91602
91732	93590	90254
90815	93586	90048
90701	90030	91388
91733	90507	90265
93552	90509	90210
90278	90508	90814
90050	90607	90174
90275	90609	91506
91016	90608	91501
91401	90610	91203
91606	90637	91361
91387	90041	91345
91350	90652	91204
90052	90651	91723
90045	90662	90245
91744	90661	91381
91355	90671	91356
91321	90702	90097
90802	90707	90232
91776	90711	91436
90505	90405	91841
90804	90733	90313
90036	90734	91502

90031	90749	90078
91711	90748	90080
91104	90801	90082
90277	90231	90081
91205	90239	90084
91001	90251	90083
90020	90261	90087
91325	90264	90086
90266	90267	90088
90049	90295	90093
91601	90294	90091
91326	90296	90096
91780	90307	90099
91340	90306	90189
91722	90309	90209
91006	90308	90202
91768	90311	90213
90230	90310	90223
90008	90312	90224
91773	90406	91778
91107	90408	91788
91750	90407	91793
91007	90410	90038
90039	90409	91740
91791	90411	91010
90710	90809	91354
90029	90833	91030
91505	90832	91741
91351	90842	90035
91803	90847	91103
91214	90846	91302
91423	90853	91042
91607	90848	90064
91724	90895	91364
91206	91003	91504
91046	91009	90291
91066	91012	90274
91043	91017	91301
91041	91023	91307
91031	91021	90051
91025		

ATTACHMENT C

LYNWOOD UNIFIED SCHOOL DISTRICT
CRAFT REQUEST FORM

TO THE CONTRACTOR: Please complete and submit this form to the applicable union to request craft workers that fulfill the hiring requirements for this project. After faxing your request, please call the Union to verify receipt and substantiate their capacity to furnish workers as specified below. Please keep copies for your records.

The Lynwood Unified School District Community Workforce Agreement establishes a goal that 30% of all of the labor and craft positions shall be from qualified workers: first, Area Residents residing in those first tier zip codes which cover the District service area, as reflected on the attached list of zip codes on Attachment B, as well as Veterans. MC3 Graduates, and students which have graduated from the District, regardless of where they reside, second, qualified workers residing within a ten (10) mile radius from the District's headquarters, as reflected on the attached list of zip codes on Attachment B, third, qualified workers residing in the remainder of the County of Los Angeles. For Dispatch purposes, employees residing within any of these three (3) areas, as well as Veterans, MC3 Graduates, and students which have graduated from the District, regardless of where they reside, shall be referred to as Local Residents.

TO THE UNION: Please complete the "Union Use Only" section on the next page and return this form to the requesting Contractor. Be sure to retain a copy of this form for your records.

CONTRACTOR USE ONLY

To: Union Local # _____ **Fax#** (___) _____ **Date:** _____

Cc: **Community Workforce** Coordinator

From: Company: _____ Issued By: _____

Contact Phone: (___) _____ Contact Fax: (___) _____

PLEASE PROVIDE ME WITH THE FOLLOWING UNION CRAFT WORKERS.

Craft Classification (i.e., plumber, painter, etc.)	Journeyman or Apprentice	Local Resident or General Dispatch	Number of workers needed	Report Date	Report Time
TOTAL WORKERS REQUESTED = _____					

Please have worker(s) report to the following work address indicated below:

Project Name: _____ Site: _____ Address: _____

Report to: _____ On-site Tel: _____ On-site Fax: _____

Comment or Special Instructions: _____

UNION USE ONLY

Date dispatch request received:
Dispatch received by:
Classification of worker requested:
Classification of worker dispatched:

WORKER REFERRED

Name:		
Date worker was dispatched:		
Is the worker referred a:	(check all that apply)	
JOURNEYMAN	Yes _____	No _____
APPRENTICE	Yes _____	No _____
LOCAL RESIDENT	Yes _____	No _____
GENERAL DISPATCH FROM OUT OF WORK LIST	Yes _____	No _____

[This form is not intended to replace a Union's Dispatch or Referral Form normally given to the employee when being dispatched to the jobsite.]

ATTACHMENT D

LOS ANGELES/ORANGE COUNTIES BUILDING AND CONSTRUCTION TRADES COUNCIL
APPROVED
DRUG AND ALCOHOL TESTING POLICY

(rev. December 2019)

The Parties recognize the problems which drug and alcohol abuse have created in the construction industry and the need to develop drug and alcohol abuse prevention programs. Accordingly, the Parties agree that in order to enhance the safety of the workplace and to maintain a drug and alcohol-free work environment, individual Employers may require applicants or employees to undergo drug and alcohol testing.

1. It is understood that the use, possession, transfer or sale of illegal drugs, narcotics, or other unlawful substances, as well as being under the influence of alcohol and the possession or consuming alcohol is absolutely prohibited while employees are on the Employer's job premises or while working on any jobsite in connection with work performed under the Project Labor Agreement ("PLA").

2. No Employer may implement a drug testing program which does not conform in all respects to the provisions of this Policy.

3. No Employer may implement drug testing at any jobsite unless written notice is given to the Union setting forth the location of the jobsite, a description of the project under construction, and the name and telephone number of the Project Supervisor. Said notice shall be addressed to the office of each Union signing the PLA. Said notice shall be sent by email or by registered mail before the implementation of drug testing. Failure to give such notice shall make any drug testing engaged in by the Employer a violation of the PLA, and the Employer may not implement any form of drug testing at such jobsite for the following six months.

4. An Employer who elects to implement drug testing pursuant to this Agreement shall require all employees on the Project to be tested. With respect to individuals who become employed on the Project subsequent to the proper implementation of a valid drug testing program, such test shall be administered upon the commencement of employment on the project, whether by referral from a Union Dispatch Office, transfer from another project, or another method. Individuals who were employed on the project prior to the proper implementation of a valid drug testing program may only be subjected to testing for the reasons set forth in paragraphs 5(g)(l) through 5(g)(3) and paragraphs 6(a) through 6(e) of this Policy. Refusal to undergo such testing shall be considered sufficient grounds to deny employment on the project.

5. The following procedure shall apply to all drug testing:

a. The Employer may request urine samples only. The applicant or employee shall not be observed when the urine specimen is given. An applicant or employee, at his or her sole

option, shall, upon request, receive a blood test in lieu of a urine test. No employee of the Employer shall draw blood from a bargaining unit employee, touch or handle urine specimens, or in any way become involved in the chain of custody of urine or blood specimens. A Union Business Representative, subject to the approval of the individual applicant or employee, shall be permitted to accompany the applicant or employee to the collection facility to observe the collection, bottling, and sealing of the specimen.

b. An employer may request an applicant to perform an alcohol breathalyzer test, at a certified laboratory only and cutoff levels shall be those mandated by applicable state or federal law.

c. The testing shall be done by a laboratory approved by the Substance Abuse & Mental Health Services Administration (SAMHSA), which is chosen by the Employer and the Union.

d. An initial test shall be performed using the Enzyme Multiplied Immunoassay Technique (EMIT). In the event a question or positive result arises from the initial test, a confirmation test must be utilized before action can be taken against the applicant or employee. The confirmation test will be by Gas Chromatography/Mass Spectrometry (GC/MS). Cutoff levels for both the initial test and confirmation test will be those established by SAMHSA. Should these SAMHSA levels be changed during the course of this Agreement or new testing procedures are approved, then these new regulations will be deemed as part of this existing Agreement. Confirmed positive samples will be retained by the testing laboratory in secured long-term frozen storage for a minimum of one year. Handling and transportation of each sample must be documented through strict chain of custody procedures.

e. In the event of a confirmed positive test result the applicant or employee may request, within forty-eight (48) hours, a sample of his/her specimen from the testing laboratory for purposes of a second test to be performed at a second laboratory, designated by the Union and approved by SAMHSA. The retest must be performed within ten (10) days of the request. Chain of custody for this sample shall be maintained by the Employer between the original testing laboratory and the Union's designated laboratory. Retesting shall be performed at the applicant's or employee's expense. In the event of conflicting test results the Employer may require a third test.

f. If, as a result of the above testing procedure, it is determined that an applicant or employee has tested positive, this shall be considered sufficient grounds to deny the applicant or employee his/her employment on the project.

g. No individual who tests negative for drugs pursuant to the above procedure and becomes employed on the project shall again be subjected to drug testing with the following exceptions:

1. Employees who are involved in industrial accidents resulting in damage to plant, property or equipment or injury to him/her or others may be tested for drug or alcohol pursuant to the procedures stated hereinabove.

2. The Employer may test employees following thirty (30) days advance written notice to the employee(s) to be tested and to the applicable Union. Notice to the applicable Union shall be as set forth in paragraph 3 above and such testing shall be pursuant to the procedures stated hereinabove.

3. The Employer may test an employee where the Employer has reasonable cause to believe that the employee is impaired from performing his/her job. Reasonable cause shall be defined as being aberrant or unusual behavior, the type of which is a recognized and accepted symptom of impairment (i.e., slurred speech, unusual lack of muscular coordination, etc.). Such behavior must be actually observed by at least two persons, one of whom shall be a supervisor who has been trained to recognize the symptoms of drug abuse or impairment and the other of whom shall be the Job Steward. If the Job Steward is unavailable or there is no Job Steward on the project the other person shall be a member of the applicable Union's bargaining unit. Testing shall be pursuant to the procedures stated hereinabove. Employees who are tested pursuant to the exceptions set forth in this paragraph and who test positive will be removed from the Employer's payroll.

h. Applicants or employees who do not test positive shall be paid for all time lost while undergoing drug testing. Payment shall be at the applicable wage and benefit rates set forth in the applicable Union's Master Labor Agreement. Applicants who have been dispatched from the Union and who are not put to work pending the results of a test will be paid waiting time until such time as they are put to work. It is understood that an applicant must pass the test as a condition of employment. Applicants who are put to work pending the results of a test will be considered probationary employees.

6. The Employers will be allowed to conduct periodic jobsite drug testing on the Project under the following conditions:

a. The entire jobsite must be tested, including any employee or subcontractor's employee who worked on that project three (3) working days before or after the date of the test;

b. Jobsite testing cannot commence sooner than fifteen (15) days after start of the work on the project;

c. Prior to start of periodic testing, a Business Representative will be allowed to conduct an educational period on company time to explain periodic jobsite testing program to affected employees;

d. Testing shall be conducted by a SAMHSA certified laboratory, pursuant to the provisions set forth in paragraph 5 hereinabove.

e. Only two (2) periodic tests may be performed in a twelve (12) month period.

It is understood that the unsafe use of prescribed medication, or where the use of prescribed medication impairs the employee's ability to perform work, is a basis for the Employer to remove

the employee from the jobsite.

Any grievance or dispute which may arise out of the application of this Agreement shall be subject to the grievance and arbitration procedures set forth in the PLA.

7. The establishment or operation of this Policy shall not curtail any right of any employee found in any law, rule or regulation. Should any part of this Agreement be found unlawful by a court of competent jurisdiction or a public agency having jurisdiction over the parties, the remaining portions of the Agreement shall be unaffected, and the parties shall enter negotiations to replace the affected provision.

8. Present employees, if tested positive, shall have the prerogative for rehabilitation program at the employee's expense. When such program has been successfully completed the Employer shall not discriminate in any way against the employee. If work for which the employee is qualified exists, he/she shall be reinstated.

9. The Employer agrees that results of urine and blood tests performed hereunder will be considered medical records held confidential to the extent permitted or required by law. Such records shall not be released to any persons or entities other than designated Employer representatives and the applicable Union. Such release to the applicable Union shall only be allowed upon the signing of a written release and the information contained therein shall not be used to discourage the employment of the individual applicant or employee on any subsequent occasion.

10. Employer shall indemnify and hold the Union harmless against any and all claims, demands, suits, or liabilities that may arise out of the application of this Agreement and/or any program permitted hereunder.

11. Employees who seek voluntary assistance for substance abuse may not be disciplined for seeking such assistance. Requests from employees for such assistance shall remain confidential and shall not be revealed to other employees or management personnel without the employee's consent. Employees enrolled in substance abuse programs will be subject to all Employer rules, regulations and job performance standards with the understanding that an employee enrolled in such a program is receiving treatment for an illness.

12. The parties agree to develop and implement a drug abuse prevention and testing program for all apprentices entering the industry.

13. This Memorandum of Understanding shall constitute the only Agreement in effect between the parties concerning drug and alcohol abuse, prevention and testing. Any modifications thereto must be accomplished pursuant to collective bargaining negotiations between the parties.

APPENDIX A: SPECIMEN REPORTING CRITERIA

Initial Test Analyte	Initial Test Cutoff [1]	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration
Marijuana metabolites (THCA)[2]	50 ng/ml [3]	THCA	15 ng/ml
Cocaine metabolite (Benzoylecgonine)	150ng/ml[3]	Benzoylecgonine	100 ng/ml
Codeine/ Morphine	2000 ng/ml	Codeine Morphine	2000 ng/ml 2000 ng/ml
Hydrocodone/ Hydromorphone	300 ng/ml	Hydrocodone Hydromorphone	100 ng/ml 100 ng/ml
Alcohol	0.02%	Ethanol	0.02%
Oxycodone/ Oxymorphone	100 ng/ml	Oxycodone Oxymorphone	100 ng/ml 100 ng/ml
6-Acetylmorphine	10 ng/ml	6-Acetylmorphine	10 ng/ml
Phencyclidine	25 ng/ml	Phencyclidine	25 ng/ml
Amphetamine/ Methamphetamine	500 ng/ml	Amphetamine Methamphetamine	250 ng/ml 250 ng/ml
MDMA[4]/MDA[5]	500 ng/ml	MDMA MDA	250 ng/ml 250 ng/ml
Initial Test Analyte	Initial Test Cutoff	Confirmatory Test Analyte	Confirmatory Test Cutoff Concentration

[1] For grouped analytes (i.e., two or more analytes that are in the same drug class and have the same initial test cutoff):

Immunoassay: The test must be calibrated with one analyte from the group identified as the target analyte. The cross-reactivity of the immunoassay to the other analyte(s) within the group must be 80 percent or greater; if not, separate immunoassays must be used for the analytes within the group.

Alternate technology: Either one analyte or all analytes from the group must be used for calibration, depending on the technology. At least one analyte within the group must have a concentration equal to or greater than the initial test cutoff or, alternatively, the sum of the analytes present (i.e., equal to or greater than the laboratory's validated limit of quantification) must be equal to or greater than the initial test cutoff.

[2] An immunoassay must be calibrated with the target analyte, 9-tetrahydrocannabinoJ-9- carboxylic acid (THCA).

[3] **Alternate technology (THCA and benzoylecgonine):** The confirmatory test cutoff must be used for an alternate technology initial test that is specific for the target analyte (i.e., 15 ng/ml for THCA, 100 ng/ ml for benzoylecgonine).

[4] Methylenedioxymethamphetamine (MDMA)

[5] Methylenedioxyamphetamine (MDA)

Barbiturates	300 ng/ml	Barbiturates	200 ng/ml
Benzodiazepines	300 ng/ml	Benzodiazepines	300 ng/ml
Methadone	300 ng/ml	Methadone	100 ng/ml
Methaqualone	300 ng/ml	Methaqualone	300 ng/ml
Propoxyphene	300 ng/ml	Propoxyphene	100 ng/ml

TESTING POLICY FOR DRUG ABUSE

It is hereby agreed between the parties hereto that an Employer who has otherwise properly implemented drug testing, as set forth in the Testing Policy for Drug Abuse, shall have the right to offer an applicant or employee a "quick" drug screening test. This “quick” screen test shall consist either of the “ICUP” urine screen or similar test or an oral screen test. The applicant or employee shall have the absolute right to select either of the two “quick” screen tests, or to reject both and request a full drug test.

An applicant or employee who selects one of the "quick" screen tests, and who passes the test, shall be put to work immediately. An applicant or employee who fails the "quick" screen test, or who rejects the "quick" screen tests, shall be tested pursuant to the procedures set forth in the Testing Policy for Drug Abuse. The sample used for the "quick" screen test shall be discarded immediately upon conclusion of the test. An applicant or employee shall not be deprived of any rights granted to them by the Testing Policy for Drug Abuse as a result of any occurrence related to the “quick” screen test.

Washington Elementary School
Staff Parking Lot Extension

tBP Project No. 21216.00
DSA #03-124998 File # 19-66
Bid No:

Lynwood Unified School District
Lynwood, California

PROJECT MANUAL

Construction Documents
Divisions 00 – 33
January 22, 2025

Architect:
tBP/Architecture
4611 Teller Ave. Newport Beach, CA 92660-2104
949. 673. 0300

tBP
Architecture
Planning
Interiors
Management

SECTION 00 01 10
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IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

Division 05 - Metals
Section – Not Used

Division 06 – Wood and Plastic
Section – Not Used

Division 07 – Thermal and Moisture Protection
Section – Not Used

Division 08 – Doors and Windows
Section – Not Used

Division 09 - Finishes
Section
09 91 00 Painting

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Division 12 - Furnishings
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Division 32 – Exterior Improvements
Section
320523 Cement and Concrete for Exterior Improvements
321216 Asphalt Paving
321613 Concrete Curbs and Gutters
321726 Tactile Warning Surfacing
323113 Chain Link Fence and Gates

END OF SECTION

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

SECTION 00 01 07

SEALS PAGE

ARCHITECT:
tBP/Architecture
4611 Teller Avenue
Newport Beach, CA 92660
949/673-0300
GARY MOON

CIVIL ENGINEER:
VCA Engineers, Inc.
1041 S Garfield Avenue #210
Alhambra, CA 91801
323/729-6098
VIRGILIO C. AOANAN

ELECTRICAL ENGINEER:
FBA Engineering
150 Paularino Avenue Suite A120
Costa Mesa, CA 92626
949/852-9995
STEPHEN R. ZAJICEK

END OF SECTION

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- T-1 COVER SHEET
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- C-2.1 SITE COORDINATES PLAN
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- E-0.1 SYMBOL LIST, FIXTURE SCHEDULE, NOTES, AND DETAILS
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END OF SECTION

SECTION 01 11 00
SUMMARY OF WORK

PART 1 GENERAL

1.01 PROJECT DESCRIPTION

A. The project consists of the construction of a new staff parking lot and play area resurfacing at the Washington Elementary School for the Lynwood Unified School District, as shown on Contract Documents prepared by **tBP**/Architecture.

B. Work includes associated site work, and utilities to accommodate the new parking lot. Parking lot lighting and electrical vehicle charging station.

1.02 CONTRACTS

A. Construct Work under single fixed-price contract.

1.03 WORK UNDER SEPARATE CONTRACT

A. None.

1.04 CONTRACTOR'S USE OF PREMISES

A. Use of Premises:
   1. Limit use of premises for work and for storage, to allow for:
      a. Work by other Contractors.
      b. Owner occupancy.
      c. Use by Public.
   2. Coordinate use of premises under direction of Architect or Owner.

B. Assume full responsibility for protection and safekeeping of products under this contract, stored on Site.

C. Move stored products, under Contractor's control, which interfere with operations of Owner or separate contractor.

D. Obtain and pay for use of additional storage or work areas needed for operations.

1.05 WORK DURING SCHOOL SESSIONS

A. Work under this contract will be executed in part during regular session of School.
   1. Cooperate with District authorities in every way to minimize disturbance.

B. Contractor recognizes that Campus will be occupied during Project.
   1. Provide safety requirements to allow access to existing buildings.
   2. Installation, dismantling, and relocation of barricades, fences, covered walk areas, and

safety protection is responsibility of Contractor.
    a. Relocate as necessary throughout duration of Project.
3. Comply with requirements of Section 01 50 00.

C. In entrance and exit of workers and in bringing in, storing, and removal of equipment, cooperate with those in authority and prevent interference with functioning of School.
1. Observe rules and regulations in force and avoid unnecessary dust, mud or accumulated debris, or undue interference with convenience, sanitation, or routine of departmental activities.

D. In connecting new utilities to existing, and similar operations, time and coordinate such operations so that there will be no interference with college activities.

E. Non-smoking Building: Smoking is not permitted within buildings or within 25 feet of entrances, operable windows, or outdoor air intakes.

1.06 PROTECTION OF EXISTING IMPROVEMENTS

A. Provide barricades, coverings, or other types of protection necessary to prevent damage to existing improvements indicated to remain in place.

B. Protect existing trees and other vegetation indicated to remain in place, against unnecessary cutting, breaking or skinning of roots, skinning and bruising of bark, smothering of trees by stockpiling construction materials or excavated materials within drip line, excess foot or vehicular traffic, or parking of vehicles within drip line.

C. Restore improvements damaged by this work to their original condition as acceptable to owners or other parties or authorities having jurisdiction.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 01 26 00
CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for handling and processing contract modifications.

1.02 RELATED SECTIONS

A. Section 01 29 76: Applications and Certificates for Payment.

D. Section 01 60 00: Product Requirements for administrative procedures for handling request for substitution after award of contract.

1.03 CHANGE ORDER PROPOSAL REQUESTS

A. Owner-Initiated Proposal Requests: Architect will issue detailed description of proposed changes in Work that will require adjustment to Contract Sum or Contract Time.
   1. If necessary, description will include supplemental or revised Drawings and Specifications.
      a. DSA approval of Change Order Proposal is required prior to construction.

   2. Proposal requests issued by Architect are for information only.
      a. Do not consider them as instructions either to stop work in progress or to execute proposed change.

   3. Within 20 days of receipt of proposal request, submit estimate of cost necessary to execute change to Architect for Owner's review.
      a. Include list of quantities of products required and unit costs, with total number of purchases to be made.
         1) Where requested, furnish survey data to substantiate quantities.
      b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
      c. Include statement indicating effect proposed change in Work will have on Contract Time.

B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to Contract, Contractor may propose changes by submitting request for change to Architect.
   1. Include statement outlining reasons for change and effect of change on Work.
      a. Provide complete description of proposed change.
      b. Indicate effect of proposed change on Contract Sum and Contract Time.
   2. Include list of quantities of products required and unit costs, with total number of

purchases to be made.
    a. Where requested, furnish survey data to substantiate quantities.
3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
4. Comply with requirements in Section 01 60 00 if proposed change requires substitution of one product or system for product or system specified.

C. Proposal Request Form: Use forms provided by Owner for Change Order Proposals.
1. Sample copies are [are not] included at end of this Section.

1.04 CONSTRUCTION CHANGE DIRECTIVE

A. Construction Change Directive: When Owner and Contractor disagree on terms of Proposal Request, Architect may issue Construction Change Directive on District's Change Order Proposal (COP) Form; sample copy of which is included at end of this Section.
1. Construction Change Directive instructs Contractor to proceed with change in Work, for subsequent inclusion in Change Order.
    a. Sample copy of District's Change Order (CO) Form is included at end of this Section.
2. Construction Change Directive contains complete description of changes in Work and designates method to be followed to determine change in Contract Sum or Contract Time.

B. Documentation: Maintain detailed records on time and material basis of Work required by Construction Change Directive.
1. After completion of change, submit itemized account and supporting data necessary to substantiate cost and time adjustments to Contract.

1.05 MINOR CHANGES IN WORK

A. Architect will issue supplemental instructions authorizing minor changes in Work, not involving adjustment to Contract Sum or Contract Time, on Architect's Field Order Form.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 01 29 76
APPLICATIONS AND CERTIFICATES FOR PAYMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements governing Contractor's Application for Payment.

B. Submit Applications for Payment to Architect in accordance with schedule established by Conditions of the Contract and Agreement Between Owner and Contractor.

C. Related Requirements in Other Parts of Project Manual:
   1. Contract Sum and Payments: Agreement between Owner and Contractor.
   2. Progress Payments, Retainage and Final Payment: Conditions of the Contract.
   3. Section 01 77 00: Closeout Procedures.

1.02 FORMAT AND DATA REQUIRED

A. Format and Content: Use Project Manual Table of Contents as guide to establish format for Schedule of Values.

B. Submit itemized applications typed on AIA Document G702, Application and Certificate for Payment, and continuation sheets G703.
   1. Sample copies are included at end of Section.

C. Provide itemized data on Continuation Sheet:
   1. Format, schedules, line items and values: Those of Schedule of Values accepted by Architect.

D. Provide line on form for Project Inspector’s signature and date
   1. Obtain signature of Project Inspector on each application prior to submittal to Architect.

1.03 PREPARATION OF APPLICATION FOR EACH PROGRESS PAYMENT

A. Application Form:
   1. Fill in required information, including that for Change Orders executed prior to date of submittal of application.
   2. Fill in summary of dollar values to agree with respective totals indicated on continuation sheets.
   3. Execute certification with signature of responsible officer on form.

B. Continuation Sheets:
   1. Fill in total list of scheduled component items of Work, with item number and

scheduled dollar value for each item.

2. Fill in dollar value in each column for each scheduled line item when Work has been performed or products stored.
    a. Round off values to nearest dollar, or as specified for Schedule of Values.
3. List each Change Order executed prior to date of submission, at end of continuation sheets.
    a. List by Change Order Number, and description, as for original component item of Work.

1.04 SUBSTANTIATING DATA FOR PROGRESS PAYMENTS

A. When Owner or Architect requires substantiating data, submit suitable information, with cover letter identifying:
    1. Project.
    2. Application number and date.
    3. Detailed list of enclosures.
    4. For stored products:
        a. Item number and identification as shown on application.
        b. Description of specific material.

B. Submit one copy of data and cover letter for each copy of application.

1.05 APPLICATION FOR PAYMENT AT SUBSTANTIAL COMPLETION

A. Following issuance of Certificate of Substantial Completion, submit Application for Payment; this application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of Work.

B. Administrative actions and submittals that shall proceed or coincide with this application include:
    1. Occupancy permits and similar approvals.
    2. Warranties (guarantees) and maintenance agreements.
    3. Test/Adjust/Balance records.
    4. Maintenance instructions.
    5. Meter readings.
    6. Start-up performance reports.
    7. Change-over information related to Owner's occupancy, use, operation and maintenance.
    8. Final cleaning.
    9. Application for reduction of retainage, and consent of surety.
    10. Advice on shifting insurance coverage.
    11. List of incomplete work recognized as exceptions to Architect's Certificate of Substantial Completion.

1.06 PREPARATION OF APPLICATION FOR FINAL PAYMENT

A. Fill in application form as specified for progress payments.

B. Use Continuation Sheet for presenting final statement of accounting.

C. Administrative actions and submittals which must precede or coincide with submittal of final payment Application for Payment include following:

1. Completion of Project closeout requirements.
2. Completion of items specified for completion after Substantial Completion.
3. Assurance that unsettled claims will be settled.
4. Assurance that Work not complete and accepted will be completed without undue delay.
5. Transmittal of required Project construction records to Owner.
6. Certified property survey.
7. Proof that taxes, fees and similar obligations have been paid.
8. Removal of temporary facilities and services.
9. Removal of surplus materials, rubbish and similar elements.
10. Change of door locks to Owner's access.

1.07 SUBMITTAL PROCEDURE

A. Submit Applications for Payment to Architect at times stipulated in Agreement.

B. Number: Five copies of each application.

C. When Architect finds application properly completed and correct, he will transmit certificate for payment to Owner, with copy to Contractor.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for project meetings including, but not limited to:
   1. Pre-Construction Conference.
   2. Progress Meetings.
   3. Pre-Installation Conferences.

1.02 ARCHITECTS RESPONSIBILITIES

A. Administer preconstruction conference and periodic progress meetings throughout progress of Work.
   1. Schedule preconstruction conference.
   2. Prepare agenda for preconstruction and progress meetings.
   3. Preside over preconstruction and progress meetings.
   4. Prepare preconstruction and progress meeting reports, including significant proceedings, issues, and decisions.
   5. Reproduce and distribute copies of above listed meeting reports within five days after each meeting.
      a. To participants in meeting.
      b. To parties affected by decisions made at meeting.
      c. Owner's Representative.

1.03 CONTRACTOR'S RESPONSIBILITIES

A. Schedule and administer pre-installation conferences and specifically called meetings throughout progress of Work.
   1. Prepare agenda for pre-installation conference and specifically called meeting.
   2. Distribute written notice of meetings four days in advance of meeting date.
   3. Make physical arrangements for meetings.
   4. Preside over pre-installation and specifically called meetings.
   5. Record minutes; include all significant proceedings, issues, and decisions.
   6. Reproduce and distribute copies of minutes within five days after each meeting.
      a. To participants in meeting.
      b. To parties affected by decisions made at meeting.
      c. Owner's Representative.
      d. Furnish copies of minutes.

B. Participants at conferences and meetings shall be familiar with Project and qualified and authorized to act on behalf of entity each represents.

C. Architect may attend preinstallation and other specifically called meetings to ascertain that

Work is expedited consistent with Contract Documents and construction schedules.

1.04 PRE-CONSTRUCTION CONFERENCE

A. Schedule at time convenient to Owner, Architect and Contractor, but no later than 15 days after execution of agreement and prior to commencement of construction activities.

B. Location: At Project Site or other central site, convenient for parties, designated by Owner or Architect.

C. Attendees:
1. Owner's representative.
2. Architect and Architect's professional consultants.
3. Contractor and Contractor's Superintendent.
4. Major subcontractors.
5. Major manufacturers and suppliers.
6. Others as appropriate.

D. Agenda: Include following items as minimum:
1. Distribution and discussion of:
   a. List of major parties and protocol.
   b. Projected construction schedules.
2. Critical work sequencing.
3. Major equipment deliveries and priorities of Owner.
4. Designation of responsible personnel.
5. Procedures and forms for processing of:
   a. Field decisions.
   b. Proposal requests.
   c. Substitution requests.
   d. Submittals.
   e. Requests for Information (RFI).
   f. Bulletins.
   g. Change Orders.
   h. Schedule of Values.
   i. Applications for Payment.
6. Adequacy of distribution of Contract Documents.
7. Procedures for preparing and maintaining Record Documents.
8. Use of Premises:
   a. Office, work, parking and storage areas.
   b. Owner's requirements.
9. Construction facilities, controls and construction aids.
10. Temporary utilities, sanitary facilities, signs, and other required temporary facilities.
11. Safety and first-aid procedures, including designation of Contractor's Safety Officer.
12. Security procedures.
13. Housekeeping procedures.
14. Working Hours.
15. Communication procedures between parties.

16. Provide names, addresses and telephone numbers of persons authorized to act for Contractor in emergencies.
17. Construction permit requirements, procedures and posting.
18. Testing laboratory or agency and testing procedures.
19. Establish schedule for progress meetings.
20. Other administrative items as appropriate.

1.05 PROGRESS MEETINGS

A. Hold progress meetings at dates and times scheduled at preconstruction meeting unless changes are agreed to by parties and appropriate notification of such changes has been given.

B. Hold called meetings as required by progress of Work.

C. Location of meetings: Contractor's project field office or as determined by parties.

D. Attendees:
1. Contractor's superintendent.
2. Architect and his professional consultants as needed.
3. Subcontractors as appropriate to agenda.
4. Suppliers as appropriate to agenda.
5. Owner's Representative.
6. Others.

E. Suggested Agenda:
1. Review and correct or approve minutes of previous progress meeting.
2. Review of Work progress since previous meeting.
3. Discuss field observations, problems, conflicts.
4. Identify problems which impede Construction Schedule.
5. Review of off-site fabrication and delivery schedules.
6. Corrective measures and procedures to regain projected schedule.
7. Revisions to Construction Schedule.
8. Plan progress, schedule, during succeeding work period.
9. Coordination of schedules.
10. Review submittal schedules; expedite as required.
11. Maintenance of quality standards.
12. Review preparation and maintenance of Record Documents.
13. Review proposed changes for:
    a. Effect on Construction Schedule and on completion date.
    b. Effect on other contracts of Project.
14. Other business.

F. Schedule Updating: Revise construction schedule after each progress meeting where revisions to schedule have been made or recognized.
1. Issue revised schedule concurrently with minutes of each meeting.

1.06 PRE-INSTALLATION CONFERENCES

A. Conduct pre-installation conference at Project Site before each construction activity requiring coordination with other construction.

B. Conduct pre-installation conference at project site before each construction activity required by specifications to have a pre-installation conference.

C. Attendees: Contractor's superintendent, Installer and representatives of manufacturers and fabricators involved in or affected by installation, and its coordination or integration with other materials and installations that have preceded or will follow.

D. Advise Architect of scheduled meeting dates.

E. Review progress of other construction activities and preparations for activity under consideration, including requirements for:
   1. Contract Documents.
   2. Options.
   3. Related Change Orders.
   4. Purchases
   5. Deliveries.
   6. Shop Drawings, Product Data and Quality Control Samples.
   7. Possible conflicts.
   8. Compatibility problems.
   9. Time schedules.
   10. Weather limitations.
   11. Manufacturer's recommendations.
   12. Warranty Requirements.
   13. Compatibility of materials.
   14. Acceptability of substrates.
   15. Temporary facilities.
   16. Space and access limitations.
   17. Governing regulations.
   18. Safety.
   19. Inspection and Testing Requirements.
   20. Required performance results.
   21. Recording requirements.
   22. Protection.

F. Record significant discussions and agreements and disagreements of each conference, along with approved schedule.
   1. Distribute minutes of meeting to everyone concerned, including Owner and Architect.

G. Do not proceed with installation if conference cannot be successfully concluded.
   1. Initiate necessary actions to resolve impediments to performance of Work and reconvene conference at earliest feasible date.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 01 33 00
SUBMITTAL PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Procedural requirements for non-administrative submittals including product data, shop drawings, samples and other miscellaneous work-related submittals required by Contract Documents.

B. Refer to other Division 1 sections and other contract documents for specifications for administrative submittals.
   1. Administrative submittals include, but are not limited to following items:
      a. Permits.
      b. Payment Applications.
      c. Performance and Payment Bonds.
      d. Insurance Certificates.
      e. Inspection and Test Reports.
      f. Schedule of Values.
      g. Progress Schedule.
      h. Listing or designation of subcontractors.
      i. Record Drawings

C. Designate in Progress Schedule, or in separate coordinated schedule, dates for submission and dates reviewed shop drawings, product data and samples will be needed for each product.
   1. Identify items requiring long lead times.

D. Contractor's submittal and Architect's acceptance of Product Data, Shop Drawings or Samples that relate to construction activities not complying with Contract Documents does not constitute acceptable or valid request for substitution, nor does it constitute approval.

E. Product Data, Shop Drawing and Sample Submittals containing substitutions for specified items will be rejected and returned as not in compliance with Contract Documents.

1.02 PRODUCT DATA

A. Product data includes standard printed information on manufactured products that has not been specially prepared for this Project, including but not limited to following items:
   1. Manufacturer's product specifications and installation instructions.
   2. Standard color charts.
   3. Catalog cuts.
   4. Roughing-in Diagram and templates.
   5. Standard wiring diagrams.
   6. Printed performance curves.
   7. Operational range diagrams.

8. Mill reports.
9. Standard product operating and maintenance manuals.

B. Modify standard drawings to delete information which is not applicable to Project.

C. Supplement standard information to provide additional information specifically applicable to project.
1. Clearly mark each copy to identify pertinent materials, products or models.
2. Show dimensions and clearances required.
3. Show performance characteristics and capacities.
4. Show wiring or piping diagrams and controls.

1.03 SHOP DRAWINGS

A. Shop drawings are technical drawings and data that have been specially prepared for this project, including but not limited to following items:
1. Fabrication and installation drawings.
2. Setting diagrams.
3. Shopwork manufacturing instructions.
4. Templates.
5. Patterns.
6. Coordination drawings (for use on-site).
7. Schedules.
8. Design mix formulas.
9. Contractor's engineering calculations.

B. Standard information prepared without specific reference to a project is not considered to be shop drawings.

C. Use of Architect's Drawings: Architect will only provide Computer-Aided Drafting (CAD) drawings to Contractor or subcontractor upon Architect's receipt of a signed letter of indemnification (as provided by Architect).

1.04 SAMPLES

A. Samples are physical examples of work, including but not limited to following items:
1. Partial sections of manufactured or fabricated work.
2. Small cuts or containers of materials.
3. Complete units of repetitively used materials.
4. Swatches showing color, texture and pattern.
5. Color range sets.
6. Units of work to be used for independent inspection and testing.

B. Office Samples: Of sufficient size and quantity to clearly illustrate:
1. Functional characteristics of product or material, with integrally related parts and attachment devices.
2. Full range of color, texture and pattern.

C. Field Samples and Mock-Ups:
   1. Erect at project site at location acceptable to Architect.
   2. Construct each sample or mock-up complete, including work of all trades required in finished work.
   3. Size or area as specified in respective specification section.
   4. Remove mock-ups at conclusion of work or when acceptable to Architect.

1.05 MISCELLANEOUS SUBMITTALS (WORK-RELATED)

A. Include, but not limited to following types of submittals:
   1. Specially-prepared warranties (guarantees).
   2. Standard printed warranties.
   3. Maintenance agreements.
   4. Printed industry standards.
   5. Collected-and-bound operating/maintenance manuals.
   6. Keying schedule, keys and other security-protection-safety devices.
   7. Maintenance tools and spare parts.
   8. Maintenance materials and overrun stock.

1.08 CONTRACTOR RESPONSIBILITIES

A. As defined in General Conditions.

B. Review shop drawings, product data and samples prior to submission.

C. Determine and Verify:
   1. Field measurements.
   2. Field construction criteria.
   3. Catalog numbers and similar data.
   4. Conformance with specifications.

D. Coordinate each submittal with requirements of Work and of Contract documents.

E. Notify Architect in writing, at time of submission, of any deviations in submittals from requirements of Contract Documents.

F. Do not begin fabrication or work which requires submittals until return of submittals with Architect's approval.

1.09 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in work or in work of any other contractor.

B. Combine required items listed in Part 1 Submittals Article for each Specification Section into a single submittal. Incomplete or partial submittals will be returned without action for

resubmittal in proper form.

C. Coordinate transmittal of different types of submittals for related elements of Work so processing will not be delayed by need to review submittals concurrently for coordination.
   1. Architect reserves right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

D. Accompany submittals with an accurately completed transmittal form provided by Architect. Submittals not accompanied by such a form, or where all applicable items on form are not completed, will be returned for resubmittal. A sample of transmittal form is bound in after this section.

E. Use a separate transmittal form for each specific item or class of material or equipment for which a submittal is required. Transmittal of submittals on various items using a single transmittal form will be permitted only when items taken together constitute a manufacturer's "package" or are so functionally related that expediency indicates review of group or package as a whole.

F. Schedule submissions at least 20 working days before dates reviewed submittals will be needed. Modifications to 20 working days may be required when an excessive number (over 50 drawings) of shop drawings are submitted at one time.
   1. No extension of Contract Time will be authorized because of failure to transmit submittals to Architect sufficiently in advance of Work to permit processing.

G. Number of Submittals Required: Submit number stated in each specification section, or as follows:
   1. Shop Drawings: Submit one correctable reproducible transparency and two opaque prints. reproducible transparency will be returned to Contractor. opaque prints will not be returned.
   2. Product Data: Submit six copies of manufacturer's product data.
   3. Samples: Submit number stated in each specification section, or, if not stated, submit two samples.
   4. Warranties, Maintenance Agreements, Industry Standards, Operating/Maintenance Manuals: Submit two copies.

H. Accompany submittals with transmittal form provided by Architect, containing:
   1. Date.
   2. Project title and number.
   3. Contractor's name and address.
   4. number of each shop drawing, product data and sample submitted.
   5. Notification of deviations from Contract Documents.
   6. Other pertinent data.

I. Submittals shall include:
   1. Date and revision dates.
   2. Project title and number.
   3. names of:

a. Architect/Engineer.
b. Contractor.
c. Subcontractor.
d. Supplier.
e. Manufacturer.
f. Separate detailer when pertinent.

4. Identification of product or material.
5. Relation to adjacent structure or materials.
6. Field dimensions clearly identified as such.
7. Specification section number.
8. Applicable standards, such as ASTM number or Federal Specification.
9. A blank space, 8 inch by 3 inch, for Contractor and Architect stamps.
10. Identification of deviations from Contract Documents.
11. On each sheet, provide contractor's stamp, initialed or signed, certifying to review of submittal, verification of field measurements and compliance with Contract Documents.
12. Submittals without Contractor's review stamp on each sheet, will be returned, without action, for resubmittal.

1.10 RESUBMISSION REQUIREMENTS

A. Shop Drawings:
1. Revise initial drawings as required and resubmit as specified for initial submittal.
2. Indicate on drawings any changes which have been made other than those requested by Architect.

B. Product Data and Samples: Submit new data and samples as required for initial submittal.

1.11 DISTRIBUTION OF SUBMITTALS AFTER REVIEW

A. Distribute reproductions of Shop Drawings and copies of Product Data, which carry Architect/Engineer stamp, with such reasonable promptness as to cause no delay in work, but no later than three working days of receipt, to:
1. Job site file.
2. Record Documents file.
3. Other affected contractors.
4. Subcontractors.
5. Supplier or Fabricator.
6. Owner's Inspector.

B. Distribute samples which carry Architect's review stamp as directed by Architect.

1.12 ARCHITECT'S DUTIES

A. As defined in General Conditions.

B. Architect will review submittals as originally submitted, as well as first resubmittal, at Architect's own cost. Architect's cost for reviewing additional resubmittals made or required, will be paid by Owner with reimbursement from Contractor by deductive change order.

C. Action Stamp: Architect will stamp each submittal with uniform, self-explanatory action stamp.
   1. Stamp will be appropriately marked, as follows, to indicate action taken:
      a. Final Unrestricted Release: Where submittals are marked "No Exception Taken", that part of Work covered by submittal may proceed provided it complies with requirements of Contract Documents
         1) Final acceptance will depend upon that compliance.
      b. Final-But-Restricted Release: When submittals are marked "Make Corrections Noted," that part of Work covered by submittal may proceed provided it complies with notations or corrections on submittal and requirements of Contract Documents
         1) Final acceptance will depend on that compliance.
   2. Returned for Resubmittal: When submittal is marked "Rejected" or "Revise and Resubmit", do not proceed with that part of Work covered by submittal, including purchasing, fabrication, delivery, or other activity.
      a. Revise or prepare new submittal in accordance with notations
         1) Resubmit without delay.
         2) Repeat, if necessary, to obtain a different action mark.
   3. Do not permit submittals marked "Rejected" or "Revise and Resubmit" to be used at Project site, or elsewhere where Work is in progress.

D. Unsolicited Submittals: Architect will return unsolicited submittals to sender without action.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 01 41 00
REGULATORY REQUIREMENTS

PART 1 GENERAL

1.01 RELATED REQUIREMENTS

A. Conditions of the Contract.

B. Section 01 42 00: References.

1.02 REGULATORY REQUIREMENTS

A. Comply with requirements of following laws and regulations, latest adopted edition of each, as amended to date.
   1. California Code of Regulations (CCR), Title 8, Industrial Safety, Chapters 4 and 6.
   2. California Code of Regulations (CCR), Title 19, Public Safety, Chapter 1 State Fire Marshal.
   3. California Code of Regulations (CCR), Title 24, 2022 Edition, Parts as follows:
      a. Part 1, Building Standards Administrative Code.
      b. Part 2, California Building Code (CBC), Volumes 1 and 2.
      c. Part 3, California Electric Code (CEC).
      d. Part 4, California Mechanical Code (CMC).
      e. Part 5, California Plumbing Code (CPC).
      f. Part 6, California Energy Code (CEC).
      g. Part 9, California Fire Code (CFC).
      h. Part 11, California Green Building Standards Code (CGBSC)
      i. Part 12, California Referenced Standards Code.
   4. Occupational Safety and Health Standards, Occupational Safety and Health Administration, Department of Labor.
   5. Other rules and regulations specified elsewhere in these specifications.

B. If Contractor observes that Drawings or Specifications are at variance with specified regulatory requirements, promptly notify Architect in writing and changes deemed necessary by Architect shall be adjusted as provided for change in Work.
   1. If Contractor performs work which Contractor knew, or through exercise of reasonable care should have known, to be contrary to such laws, ordinances, rules or regulations, and without proper notice to Architect, Contractor shall bear costs arising therefrom.
   2. Nothing in these Contract Documents is to be construed to permit work not conforming to specified regulatory requirements.

C. Where Contract Documents state that materials, processes, or procedures must be approved by the Division of the State Architect, State Fire Marshal, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

1.03 COPIES OF REGULATIONS

A. Obtain copies of following regulations and retain at Project Site to be available for reference by parties who have reasonable need:
   1. California Building Code (CBC), Title 24, Parts 1, 2, 3, 4, and 5.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 01 42 00
REFERENCES

PART 1 GENERAL

1.01 DEFINITIONS

A. General: Basic Contract definitions are included in Conditions of the Contract.

B. Approved: Term approved when used to convey Architects action on Contractor's submittals, applications, and requests, is limited to Architects duties and responsibilities as stated in Conditions of the Contract.
   1. Or Equal and Or Approved Equal: Terms or equal and or approved equal, shall mean or equal as approved in writing by Architect.

C. Directed: Terms such as directed, requested, authorized, selected, approved, required, and permitted, mean directed by Architect, requested by Architect, and similar phrases.

D. Indicated: Term indicated refers to graphic representations, notes, or schedules on Drawings or to other paragraphs or schedules in Specifications and similar requirements in Contract Documents.
   1. Terms such as shown, noted, scheduled, and specified are used to help user locate reference.

E. Regulations: Term regulations include laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within construction industry that control performance of Work.

F. Furnish: Term furnish means to supply and deliver to Project site, ready for unloading, unpacking, assembly, installation, and similar operations.

G. Install: Term "install" describes operations at Project site including unloading, temporarily storing, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.

H. Provide: Term provide means to furnish and install, complete and ready for intended use.

I. Installer: An installer is Contractor, or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform particular construction operation, including installation, erection, application, and similar operations.
   1. Using term such as carpentry does not imply that certain construction activities must be performed by accredited or unionized individuals of corresponding generic name, such as carpenter.
   2. It also does not imply that requirements specified apply exclusively to tradespeople of corresponding generic name.

J. Project Site: Space available for performing construction activities.

1. Extent of Project Site is shown on Drawings and may or may not be identical with description of land on which Project is to be built.

1.02 INDUSTRY STANDARDS

A. Applicability of Standards: Unless Contract Documents include more stringent requirements, applicable construction industry standards have same force and effect as if bound or copied directly into Contract Documents to extent referenced.
   1. Such standards are made a part of Contract Documents by reference.

B. Publication Dates: Comply with standards in effect as of date of Contract Documents, unless otherwise indicated.

C. Conflicting Requirements: If compliance with two or more standards is specified and standards establish different or conflicting requirements for minimum quantities or quality levels, comply with most stringent requirements.
   1. Refer uncertainties and requirements that are different, but apparently equal, to Architect for decision before proceeding.
   2. Minimum Quantity or Quality Levels: Quantity or quality level shown or specified shall be minimum provided or performed.
      a. Actual installation may comply exactly with minimum quantity or quality specified, or it may exceed minimum within reasonable limits.
      b. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for context of requirements.
      c. Refer uncertainties to Architect for decision before proceeding.

D. Copies of Standards: Each entity engaged in construction on Project must be familiar with industry standards applicable to its construction activity.

   1. Copies of applicable standards are not bound with Contract Documents.
   2. Where copies of standards are needed to perform a required construction activity, obtain copies directly from publication source and make them available on request.

E. Abbreviations and Acronyms for Industry Organizations: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean recognized name of entities indicated in Gale Research's "Encyclopedia of Associations" or in Columbia Books' "National Trade & Professional Associations of the US"

F. Abbreviations and Acronyms for Code Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean recognized name of entities in following list.
   1. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of date of Contract Documents.

ICC	International Code Council www.iccsafe.org	(800) 422-7233 (F) (202) 783-2348

G. Abbreviations and Acronyms for Federal Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean recognized name of entities in following list.

1. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of date of Contract Documents.

CFR	Code of Federal Regulations www.access.gpo.gov/nara/cfr	(202) 512-1800
OSHA	Occupational Safety & Health Administration (See CFR 29) www.osha.gov	(202) 219-5000

H. Abbreviations and Acronyms for State Government Agencies: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean recognized name of entities in following list.

1. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of date of Contract Documents.

DSA	State of California, Department of General Services Division of the State Architect (DSA) www.dsa.ca.gov	(916) 445-8100

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable*)

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for quality control services.

B. Quality control services include inspections, tests, and related actions, including reports performed by Contractor, by independent agencies, and by governing authorities.
   1. They do not include contract enforcement activities performed by Architect.

C. Inspection and testing services are required to verify compliance with requirements specified or indicated.
   1. These services do not relieve Contractor of responsibility for compliance with Contract Document requirements.

D. Requirements for Contractor to provide quality control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

E. Related requirements specified elsewhere
   1. Inspections and testing required by laws, ordinances, rules, regulations or orders of public authorities: General Conditions.
   2. Certification of Products: Respective specification sections.
   3. Test, Adjust and Balance of Equipment: Respective specification sections.
   4. Tests and Standards: Each specification section listed.
   5. Requirements for repair and restoration of construction disturbed by inspection and testing activities: Section 01 73 29

1.02 SELECTION OF TESTING AGENCY

A. Owner will select and employ consultant, testing laboratory or inspection agency to perform specified services.

B. Testing agency must have approval of Division of the State Architect (DSA).

C. Employment of Testing Laboratory in no way relieves Contractor of his obligation to perform Work in accord with Contract.

1.03 PROJECT INSPECTOR

A. Owner will select and employ Project Inspector to perform specific duties in accordance with Title 24, CBC Part 1, Sections 4-333 and 4-342.

B. Project Inspector must have approval of Division of the State Architect (DSA).

C. Comply with IR A-7 for Certification and Approval of Project Inspectors and Assistant Inspectors, and IR A-8 for Duties and Performance Rating by DSA for Project Inspectors and Assistant Inspectors.

1.04 PAYMENT

A. Owner will pay for quality control services.

B. Cost of quality control services occurring outside of 50-mile radius of Project Site will be reimbursed to Owner by deductive change order.

1.05 DEFICIENCIES

A. Cost of tests or inspections due to following will be reimbursed to Owner by deductive change order.
   1. Retesting because of failure of initial samples.
   2. Additional costs due to overtime work or extra shifts work because of improper scheduling of work or of delivery of materials by Contractor.
   3. Failure to properly notify laboratory.
   4. Changes in sources, lots or suppliers of materials after original tests.
   5. Changes in methods or materials of construction requested by Contractor that require testing, inspection, or other related services in excess of that required by original design.
   6. Concrete mix designs in excess of first successful design for each concrete type.
   7. Overtime or extra shift work requiring overtime work by Owner's Inspector.

1.06 TESTS AND INSPECTION

A. Testing laboratory or Owner's representative, and not Contractor, will make selection of material required to be tested.

B. Notify Owner's representative sufficient time in advance of manufacture of material to be supplied by him under Contract Documents, which must, by terms of Contract be tested, in order that Owner may arrange for testing of same at source of supply.

C. Material shipped by Contractor from source of supply prior to having satisfactorily passed such testing and inspection or prior to receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated in job.

1.07 TESTING AGENCY SERVICES

A. Cooperate with Architect and Contractor
   1. Provide qualified personnel promptly on notice.

B. Perform specified inspections, sampling and testing of materials and methods of construction:
   1. Comply with specified standards; ASTM, other recognized authorities, and as

specified.
2. Ascertain compliance with requirements of Contract Documents.
3. Comply with requirements of Title 24, CBC Part 1, Sections 4-333 and 4-335.

C. Promptly notify Architect and Contractor of irregularities or deficiencies of Work which are observed during performance of services.

D. Attend pre-construction conference and progress meetings when requested by Architect or Owner.

E. Perform additional services as required by Owner.

F. Submittals: Promptly submit copies of reports of inspections and tests, mill analysis, concrete mix designs and certifications per applicable sections of specification.
1. Forward one copy of test reports to Owner by testing agency.
    a. Include tests made, regardless of whether such tests indicate that material is satisfactory or unsatisfactory.
    b. Report samples taken but not tested.
    c. Report records of special sampling operations as required.
    d. Show in report that material or materials were sampled and tested in accordance with requirements of Title 24 and with approved specifications.
    e. Show specified design strength in test reports.
        1) State in test reports whether or not material or materials tested comply with requirements.
2. Submit one copy of test reports to:
    a. Owner.
    b. Architect.
    c. Contractor.
    d. Project Inspector.

G. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, following:
1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making inspection or test.
6. Designation of Work and test method.
7. Identification of product and Specification Section.
8. Complete inspection or test data.
9. Test results and interpretation of test results.
10. Ambient conditions at time of sample taking and testing.
11. Comments or professional opinion on whether inspected or tested Work complies with Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting.

H. Testing Agency is not authorized to:
   1. Release, revoke, alter, or enlarge requirements of Contract Documents or approve or accept portions of Work.
   2. Perform duties of Contractor.

I. Conduct tests and inspection required by DSA in strict accordance with requirements of Title 24.

1.08 INSPECTION BY OWNER

A. Provide full access to Owner and his representative for purpose of inspection of parts of Work and to shops wherein Work is in preparation
   1. Maintain proper facilities and provide safe access for such inspection.

B. Owner retains right to reject materials and workmanship which are defective, or to require their correction.
   1. Satisfactorily correct rejected workmanship and remove rejected materials from premises without charge to Owner.
   2. If Contractor does not correct such rejected work within reasonable time, fixed by written notice, Owner may correct same and charge expense to Contractor.

C. Should it be considered necessary or advisable by Owner at or before final acceptance of entire Work to make examination of Work already completed by removing or tearing out same, upon request, promptly furnish necessary facilities, labor, and materials.
   1. If such Work is found to be defective due to fault of Contractor or his subcontractor, defray expenses of such examinations and of satisfactory reconstruction.
   2. If, however, such Work is found to meet requirements of Contract, Contractor will be allowed additional cost of labor and material necessarily involved in examination and replacement.

1.09 CONTRACTOR'S RESPONSIBILITIES

A. Cooperate with agencies performing required inspections, tests, and similar services, and provide reasonable auxiliary services as requested.

B. Provide to agency, selected preliminary representative samples of materials to be tested, in required quantities or assist agency in taking samples.

C. Furnish incidental labor and facilities:
   1. To provide access to Work.
   2. To obtain and handle samples at Site.
   3. To facilitate inspections and tests.
   4. For agency's exclusive use for storage and curing of test samples.
   5. To provide security and protection of samples and test equipment at Project Site.

D. Notify agency sufficiently in advance of operations to permit assignment of personnel and scheduling of tests.

E. Coordination: Coordinate sequence of activities to accommodate required services with minimum of delay.
   1. Coordinate activities to avoid necessity of removing and replacing construction to accommodate inspections and tests.
   2. Contractor is responsible for scheduling times for inspections, tests, taking samples, and similar activities.

1.10 MISCELLANEOUS TESTS AND INSPECTIONS

A. Soil and Compaction Testing and Inspection: Performed by project geotechnical (soils) engineer employed and paid by Owner.

B. Special Tests: Special tests requested by Owner or Architect or DSA will be paid for by Owner, except that if such tests fail, deduct costs from Contract Price by Change Order.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION

3.01 REPAIR AND PROTECTION

A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes.
   1. Comply with requirements of Section 01 73 29.

B. Protect construction exposed by or for quality control service activities and protect repaired construction.

C. Repair and protection is Contractor's responsibility, regardless of assignment of responsibility for inspection, testing, or similar services.

3.02 SCHEDULE OF TESTS, INSPECTIONS AND METHODS

A. Chapters and Articles refer to California Code of Regulations, Title 24, CBC Part 2, 2022.

B. Excavations, Foundations and Retaining Walls (Chapters 17A and 18A):
   1. Site Grading: 1804A.4
   2. Compacted Fill Material: 1803A.5.8

C. Inspection:
   1. Site Soil and Backfill: 1705A.6

D. Concrete (Chapter 19A):
   1. Materials:
      a. Portland Cement Tests: 1910A.1

b. Concrete Aggregates: 1903A.5
c. Reinforcing Bars: 1910A.2
d. Batch Plant Inspection and Tests: 1705A.3.3
e. Waiver of Batch Plant Inspection and Material Tests: 1705A.3.3.1

2. Concrete Quality:
   a. Proportions of Concrete: 1903A
   b. Strength Tests of Concrete: 1905A.1.17
   c. Mixing: 1903A
   d. Placing Record: 1705A.3.5
3. Concrete Inspection:
   a. Job Site Inspection: 1705A.3.5
   b. Batch Plant or Weighmaster Inspection: 1705A.3.3
   c. Reinforcing Bar Welding Inspection: 1910A.2
   d. Post Installed Anchors: 1910A.51
   e. Pre-Placement Record: 1705A.3.6

END OF SECTION

SECTION 01 50 00
TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Temporary facilities and controls required for this Work include, but are not necessarily limited to:
   1. Temporary utilities such as heat, water, electricity, and telephone.
   2. Field offices and sheds.
   3. Sanitary facilities.
   4. Construction aids.
   5. Barriers.
   6. Temporary controls.
   7. Project identification and signs.

1.02 RELATED WORK

A. Comply with requirements of pertinent safety regulations for equipment furnished by subcontractors
   1. Ladders, planks, hoists, and similar items normally furnished by individual trades in execution of their own portions of Work are not part of this Section.

B. Permanent installation and hook-up of various utility lines are described in other pertinent sections.

1.03 PRODUCT HANDLING

A. Use means necessary to maintain temporary facilities and controls in proper and safe condition throughout progress of Work.

1.04 SUBMITTALS

A. Submit shop drawings of Project Identification Sign.

PART 2 PRODUCTS

2.01 UTILITIES

A. Water:
   1. Provide necessary temporary water lines and water supply and, upon completion of Work, remove such temporary facility.

2. Owner will pay for water needed for construction.

B. Electricity:
   1. Provide necessary temporary wiring and, upon completion of Work, remove such temporary facility.
   2. Provide area distribution boxes so located that individual trades may furnish and use 100-foot maximum length extension cords to obtain adequate power and artificial lighting at points where needed for Work, inspection, and safety.
   3. Provide and pay for electricity needed for construction.
   4. Owner will pay for electricity needed for construction.

C. Heating: Provide and maintain heat necessary for proper conduct of operations needed in Work.

D. Telephone:
   1. Make necessary arrangements and pay costs for installation and operation of telephone service to Contractor's office on Site and Owner's Project Inspector's office on site.
   2. Install telephone on separate line for each temporary office.
      a. Where office has more than one occupant, provide telephone for each additional occupant.
   3. Coin operated telephones not acceptable.

   4. Facsimile Terminal (Fax): Make necessary arrangements and pay costs for installation and operation of fax machine in Contractor's office on Site.

2.02 FIELD OFFICES AND SHEDS

A. Contractor's Facilities:

   1. Provide field office building and sheds adequate in size and accommodation for Contractor's offices, supply, and storage.

B. Owner's Project Inspector's Office:
   1. Provide lockable office at least 10 feet by 12 feet in dimension with lockable operable window, serviceable finishes, lighting, heating, and air conditioning, for use by Owner's Project Inspector.
   2. Furnish with lockable desk, reference table, lockable 4 drawer file cabinet, plan rack, and two chairs.

C. Provide and maintain on premises, where directed, watertight storage sheds for materials which might be damaged by weather, including storage facilities for concrete test samples or other material samples required for Work.

2.03 SANITARY FACILITIES

A. Sanitary facilities include temporary toilets, wash facilities, and drinking water fixtures.
   1. Comply with regulations and health codes for type, number, location, operation, and

maintenance of fixtures and facilities.
2. Install where facilities will best serve Project's needs.
3. Provide toilet tissue, paper towels, paper cups, and similar disposable materials for each facility.
4. Provide covered waste containers for used material.

B. Temporary Toilet Units: Provide self-contained, single-occupant toilet units of chemical, aerated recirculation, or combustion type.
1. Provide units properly vented and fully enclosed with a glass-fiber-reinforced polyester shell or similar nonabsorbent material.
2. Provide separate facilities for male and female personnel.
3. Maintain in sanitary condition.

C. Wash Facilities: Install wash facilities supplied with potable water at convenient locations for personnel involved in handling materials that require wash-up for healthy and sanitary condition.
1. Dispose of drainage properly.
2. Supply cleaning compounds appropriate for each condition.
3. Provide safety showers, eyewash fountains, and similar facilities for convenience, safety, and sanitation of personnel.

D. Drinking-Water Facilities: Provide containerized, tap-dispenser, bottled water drinking water units, including paper supply.

2.04 CONSTRUCTION AIDS

A. Provide construction aids and equipment required by personnel and to facilitate execution of Work
1. Scaffolds, staging, ladders, stairs, ramps, runways, platforms, railings, hoists, cranes, chutes and other such facilities and equipment.

B. Provide necessary facilities and means of access to structure so that Building Inspectors, Special Inspectors, Architect and Structural Engineer may inspect structure or portions of structure as necessary.
1. Means of access includes, but is not limited to, ladders, scaffolds, and construction elevators.

2.05 BARRIERS

A. Temporary Fencing: Provide temporary fence around entire construction area as required for safety and protection.
1. Construction: Provide chain link fencing not less than 6 feet in height, complete with metal or wood posts and required bracing, and with suitably locked truck and pedestrian gates as required.
2. Provide opaque, fabric or plastic windscreen material, full height and run of fence, including gates.

B. Tree and Plant Protection: Preserve and protect existing trees and plants at Site which are designated to remain, and those adjacent to Site.
   1. Provide temporary barriers around each, or each group of trees or plants.

C. Dust-Proof Barriers: Provide rigid dust-proof barriers between areas undergoing construction and remodeling work and areas under occupation by Owner's personnel, students and Public.
   1. Provide lockable, operable access that can be opened or secured without deconstructing barriers.

2.06 TEMPORARY CONTROLS

A. Contractor shall be responsible for specific safety requirements by governmental authorities, including requirements of latest Occupational Safety and Health Act (OSHA) and CAL OSHA.

B. Provide and maintain methods, equipment, and temporary construction, as necessary to provide controls over environmental conditions at construction site and related areas under Contractor's control
   1. Remove physical evidence of temporary facilities at completion of Work.
   2. Comply with requirements of authorities having jurisdiction.

C. Dust Control: Provide positive methods and apply dust control materials to minimize raising dust from construction operations and provide positive means to prevent airborne dust from dispersing into atmosphere.

D. Water Control: Provide methods to control surface water to prevent damage to Project, Site, or adjoining properties.
   1. Control fill, grading and ditching to direct surface drainage away from excavations, pits, tunnels and other construction areas; and to direct drainage to proper runoff.
   2. Provide, operate and maintain hydraulic equipment of adequate capacity to control surface water.
   3. Dispose of drainage water in manner to prevent flooding, erosion, or other damage to Site, or portion thereof, or to adjoining areas.

E. Debris Control: Maintain areas under Contractor's control free of extraneous debris.
   1. Prevent accumulation of debris at construction site, storage and parking areas, or along access roads and haul routes.
   2. Provide containers for deposit of debris as specified in Sections 017400.

F. Pollution Control:
   1. Provide methods, means and facilities required to prevent contamination of soil, water and atmosphere by discharge of noxious substances from construction operations.
   2. Provide equipment and personnel to perform emergency measures required to contain spillages and to remove contaminated soils and liquids.

G. Temporary Fire Protection: Install and maintain temporary fire protection facilities of types needed to protect against reasonably predictable and controllable fire losses.
   1. Comply with NFPA 241.
   2. Prohibit smoking in construction areas.
   3. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
   4. Develop and supervise overall fire prevention and protection program for personnel at Project Site.
      a. Review needs with local fire department and establish procedures to be followed.
      b. Instruct personnel in methods and procedures.
      c. Post warnings and information.

H. Storm Water Discharge Associated with Construction Activities:
   1. Obtain necessary permits, including preparation of engineering documentation, as required to comply with jurisdictional authority regulations regarding storm run-off and erosion control.
      a. Compliance with requirements of Federal Clean Water Act, associated State Water Resources Board, and local regulations is specifically required.
   2. California State Water Resources Control Board has adopted statewide General Permit for Storm Water Discharges associated with construction activities.
      a. Comply with conditions of this General Permit.
   3. Perform following:
      a. Develop and implement Storm Water Pollution Prevention Plan (SWPPP).
      b. Prepare and submit Notice of Intent to comply with terms of this General Permit prior to commencement of construction activity.
      c. Monitor and submit reports and retain records.
   4. Annual fee paid by Contractor, shall accompany Notice of Intent.
      a. Notice of Intent will not be processed if not accompanied by fee.
   5. Send Notice of Intent and annual fee to:
      State Water Resources Control Board
      Division of Water Quality
      Attention: Storm Water Section
      PO Box 1977
      Sacramento, CA 95812-1977
      www.swrcb.ca.gov
   6. Copies of General Permit and Notice of Intent form may be obtained from Santa Ana Regional Water Quality Control Board, 3737 Main St., Suite 500, Riverside, CA 92501, 951/782-4130.
   7. Concurrent with commencement of construction activities, develop, implement and retain at Project Site, Storm Water Pollution Prevention Plan, monitoring program, and reporting plan in accordance with General Permit.
   8. For information or questions regarding struction activities, contact State Water Resources Control Board at (916) 341-5537 or by e-mail at stormwater@swrcb.ca.gov
   9. Designate staff member responsible for SWPPP compliance, including monitoring, testing, and reporting procedures.
      a. Inspect SWPPP aspects before and after storm event to maximize effective

control.
b. Verify compliance with SWPPP controls of non-storm water discharges.
c. Provide written report to Owner of each inspection, certifying compliance or defining modifications made to achieve compliance with regulations.
d. Within 48 hours of occurrence, file written report of SWPPP violations with Owner.
e. Submit annual certification of compliance with SWPPP with Owner until Project completion.

I. Excavate and dispose of contaminated earth off-site and replace with suitable compacted fill and topsoil.
1. Take special measures to prevent harmful substances from entering public waters.
a. Prevent disposal of wastes, effluents, chemicals, and other such substances in sanitary or storm sewers.

2.07 PROJECT IDENTIFICATION AND TEMPORARY SIGNS

A. Prepare project identification and other signs of size indicated
1. Install signs where indicated to inform public and persons seeking entrance to Project.
2. Support on posts or framing of preservative treated wood or steel.
3. Do not permit installation of unauthorized signs.

B. Project Identification Sign: Size, design and information as specified and as shown on Drawing bound with this section.
1. Engage experienced sign painter to apply graphics.
2. Finish with 3 coats of exterior enamel paint.
3. Locate sign as indicated or directed.

2.08 OWNERSHIP OF TEMPORARY FACILITIES AND CONTROLS

A. Items provided by Contractor under this section remain property of Contractor
1. Remove such items from job site immediately upon completion of Work.

PART 3 EXECUTION

3.01 MAINTENANCE AND REMOVAL

A. Maintain temporary facilities and controls as long as needed for safe and proper completion of Work.

B. Remove such temporary facilities and controls as rapidly as progress of Work will permit, or as directed by Architect.

END OF SECTION

SECTION 01 60 00
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Following Administrative and Procedural Requirements:
   1. Selection of products for use in Project
   2. Product delivery, storage, and handling.
   3. Manufacturers standard warranties on products.
   4. Special warranties.
   5. Product substitutions.

1.02 RELATED REQUIREMENTS AND SECTIONS

A. General Condition of Contract

B. Section 01 42 00: References for applicable industry standards for products specified.

C. Section 01 77 00: Closeout Procedures; for submitting warranties for contract closeout.

D. Divisions 2 through 32 Sections for specific requirements for warranties on products

1.03 DEFINITIONS

A. Products: Items purchased for incorporating into Work, whether purchased for Project or taken from previously purchased stock. term product includes terms material, equipment, system, and terms of similar intent.
   1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation, shown or listed in manufacturer's published product literature, that is current as of date of Contract Documents.
   2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise.
      a. Products salvaged or recycled from other projects are not considered new products.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by Contract Documents and proposed by Contractor
   1. Following are not considered substitutions:
      a. Substitutions requested during bidding period and accepted by written Addendum prior to opening of bids or award of Contract.
      b. Revisions to Contract Documents requested by Owner or Architect.
      c. Specified options of products and construction methods included in Contract Documents.
      d. Compliance with governing regulations and orders issued by governing

authorities.

C. Basis-of-Design Product Specification: Where specific manufacturer's product is named and accompanied by words Basis of Design, including make or model number or other designation, to establish significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

D. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for particular product and specifically endorsed by manufacturer to Owner.

E. Special Warranty: Written warranty required by or incorporated into Contract Documents, either to extend time limit provided by manufacturer=s warranty or to provide more rights for Owner.

1.04 SUBMITTALS

A. Substitution Requests: Submit three copies of each request for consideration. Identify product or fabrication or installation method to be replaced.
   1. Include Specification Section number and title and Drawing numbers and titles.
      a. Refer to Article 2.02, in this Section.
   2. Substitution Request Form: Use form provided at end of this Section; other forms will not be accepted.
      a. Requests received without properly completed substitution request form will be rejected without further review.
   3. Documentation: Show compliance with requirements for substitutions and following, as applicable:
      a. Statement indicating why specified material or product cannot be provided.
      b. Product identification, including manufacturer's name and address.
      c. Coordination information, including list of changes or modifications needed to other parts of Work and to construction performed by Owner and separate contractors, that will be necessary to accommodate proposed substitution.
      d. Detailed comparison of significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
      e. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
      f. Structural calculations, where applicable or requested, prepared and signed by Structural Engineer licensed in California.
      g. Samples, where applicable or requested.
      h. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners.
      i. Material test reports from qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
      j. Research/evaluation reports evidencing compliance with building code in effect for Project, from model code organization acceptable to authorities having jurisdiction.

k. Detailed comparison of Contractors Construction Schedule using proposed substitution with products specified for Work, including effect on overall Contract Time.
    1) If specified product or method of construction cannot be provided within Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
l. Cost information, including proposal of change, if any, in Contract Sum.
m. Contractor's certification that proposed substitution complies with requirements in Contract Documents and is appropriate for applications indicated.
n. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.

B. Basis-of-Design Product Specification Submittal: Comply with requirements in Section 01 33 00.
    1. Show compliance with requirements.

1.05 QUALITY ASSURANCE

A. To fullest extent possible, provide products of same kind, from single source.

1.06 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store and handle products using means and methods that will prevent damage, deterioration and loss, including theft.
    1. Schedule delivery to minimize long-term storage at Project Site and to prevent overcrowding of construction spaces.
    2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft and other losses.
    3. Deliver products to Project Site in undamaged condition in manufacturer's original sealed container, or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
    4. Inspect products on delivery to ensure compliance with Contract Documents, and to ensure products are undamaged and properly protected.
    5. Store products in manner to facilitate inspection and measurement of quantity or counting of units.
    6. Store materials in manner that will not endanger Project structure.
    7. Store products subject to damage by elements under cover in weathertight enclosure above ground, with ventilation adequate to prevent condensation.
    8. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
    9. Protect stored products from damage.

1.07 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by Contract Documents.
   1. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of Contract Documents.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution.
   1. Submit draft for approval before final execution.
   2. Manufacturer's Standard Form: Modified to include Project specific information and properly executed.
   3. Refer to Division 2 through 32 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Section 01 77 00

PART 2 PRODUCTS

2.01 PRODUCT SELECTION

A. General: Provide products that comply with Contract Documents, are undamaged, and unless otherwise indicated, that are new at time of installation.
   1. Provide products complete with accessories, trim, finish, fasteners, safety guards and other items needed for complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves right to limit selection to products with warranties not in conflict with requirements of Contract Documents.
   4. Where products are accompanied by terms as selected, Architect will make selection.
   5. Where products are accompanied by term match sample, sample to be matched is Architect's.
   6. Descriptive, performance, and reference standard requirements in Specifications establish Asalient characteristics of products.

B. Product Selection Procedures: Procedures for product selection include following:
   1. Product: Where Specification paragraphs or subparagraphs titled Product name single product and manufacturer, provide product named.
      a. Substitutions may be considered, unless otherwise indicated.
   2. Manufacturer/Source: Where Specification paragraphs or subparagraphs titled Manufacturer or Source name single manufacturers or sources, provide product by manufacturer or from source named that complies with requirements.
      a. Substitutions may be considered, unless otherwise indicated.
   3. Products: Where Specification paragraphs or subparagraphs titled Products introduce list of names of both products and manufacturers, provide one of products listed that complies with requirements.
      a. Where products or manufacturers are specified by name, accompanied by term or equal, or approved equal comply with provisions in Product Substitutions

Article to obtain approval for use of unnamed product.

4. Manufacturers: Where Specification paragraphs or subparagraphs titled Manufacturers introduce list of manufacturers' names, provide product by one of manufacturers listed that complies with requirements.
    a. Where manufacturers are specified by name, accompanied by term or equal, or approved equal comply with provisions in Product Substitutions Article to obtain approval for use of unnamed product.
5. Product Options: Where Specification paragraph titled Product Options indicate that size, profiles, and dimensional requirements on Drawings are based on specific product or system, provide either specific product or system indicated or comparable product or system by another manufacturer.
    a. Comply with provisions in Product Substitutions Article to obtain approval for use of unnamed product.
6. Basis-of-Design Products: Where Specification paragraphs or subparagraphs titled Basis-of-Design Product(s) are included and introduce or refer to list of manufacturers' names, provide either specified product or comparable product by one of other named manufacturers.
    a. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on product named.
    b. Comply with provisions in Product Substitutions Article to obtain approval for use of unnamed product.
    c. Substitutions may be considered, unless otherwise indicated.
7. Visual Matching Specification: Where Specifications require matching established Sample, select product (and manufacturer) that complies with requirements and matches Architects sample.
    a. Architect's decision will be final on whether proposed product matches satisfactorily.
    b. If no product available within specified category matches satisfactorily and complies with other specified requirements, comply with provisions of Contract Documents on Asubstitutions@ for selection of matching product.
8. Visual Selection Specification: Where Specifications include phrase as selected from manufacturer's colors, patterns, textures or similar phrase, select product (and manufacturer) that complies with other specified requirements.
    a. Standard Range: Where Specifications include phrase standard range of colors, patterns, textures or similar phrase, Architect will select color, pattern, or texture from manufacturer's product line that does not include premium items.
    b. Full Range: Where Specifications include phrase Afull range of colors, patterns, textures@ or similar phrase, Architect will select color, pattern, or texture from manufacturer=s product line that includes both standard and premium items.
9. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with requirements, and are recommended by manufacturer for application indicated.
    a. General overall performance of product is implied where product is specified for specific application.
    b. Manufacturer's recommendations may be contained in product literature, or by manufacturer's certification of performance.

2.02 PRODUCT SUBSTITUTIONS

A. Timing: Substitutions are restricted to before bid opening if stated in Procurement Requirements (bidding documents).
   1. Requests for substitutions received after that time may be considered or rejected at discretion of Architect.
   2. If not restricted to before bid opening by Procurement Requirements, requests for substitutions may be considered if received within 35 days after award of Contract, subject to specified submittal requirements and following:
      a. Architect will consider request for substitution after commencement of Work, within 35 days after award of Contract, only if specified product or construction method cannot be provided within Contract Time, cannot receive necessary approvals, cannot be provided in manner compatible with or coordinate with other materials or cannot provide required warranty.
      b. Requests received more than 35 days after award of contract will only be considered in case of substantiated product unavailability, or conditions beyond control of Contractor.

B. Conditions: Contractor's substitution request will be received and considered by Architect when following conditions are satisfied, as determined by Architect; otherwise, requests will be returned without action except to record noncompliance with these requirements.
   1. Burden of proof of merit of proposed substitution is upon proposer.
   2. Extensive revisions to Contract Documents are not required.
   3. Requested substitution is consistent with Contract Documents and will produce indicated results.
   4. Request is timely, fully documented and properly submitted.
   5. Specified products or construction methods cannot be provided within Contract Time.
      a. Request will not be considered if product or method cannot be provided as result of failure to pursue Work promptly or coordinate activities properly.
   6. Specified products or construction method cannot receive necessary approval by governing authority, and requested substitution can be approved.
   7. Substantial advantage is offered Owner, in cost, time, energy conservation or other considerations of merit, after deducting additional responsibilities Owner must assume.
      a. Owner’s additional responsibilities may include compensation to Architect for redesign and evaluation services, increased cost of other construction by Owner or separate Contractors, and similar considerations.
   8. Specified product or construction method cannot be provided in manner that is compatible with other materials, and where Contractor certifies that requested substitution will overcome incompatibility.
   9. Specified product or construction method cannot be coordinated with other materials, and where Contractor certifies that requested substitution can be coordinated.
   10. Specified product or construction method cannot provide warranty required by Contract Documents and where Contractor certifies that requested substitution provide required warranty.
   11. If requested substitution involves more than one contractor, requested substitution

has been coordinated with other portions of Work, is uniform and consistent, is compatible with other products, and is acceptable to all contractors involved.

C. Architects Action: If necessary, within one week of receipt of request for substitution, Architect will request additional information or documentation for evaluation of request for substitution.
   1. Within 2 weeks of receipt of request, or one week of receipt of additional information or documentation, whichever is later, Architect will notify Contractor of acceptance or rejection of requested substitution.
   2. Form of Acceptance: Change Order.
   3. Use product specified if Architect cannot make decision on use of proposed substitution within time allocated.
   4. Architect will not be responsible for locating or securing information which is not included in substantiating data.
   5. Architect's decision of acceptance or rejection of requested substitution shall be final.

D. Architect's cost for evaluating substitutions requested by Contractor, including making subsequent revisions to drawings, specifications and other resulting documentation, will be paid by Owner with reimbursement from Contractor by deductive change order.

E. Contractor's submittal and Architect's acceptance of Shop Drawings, Product Data or Samples that relate to construction activities not complying with Contract Documents does not constitute acceptable or valid request for substitution, nor does it constitute approval.

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 01 73 29
CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for cutting and patching.

B. Contractor shall be responsible for cutting, fitting and patching, including attendant excavation and backfill, required to complete Work or to:
   1. Make its several parts fit together properly.
   2. Uncover portions of Work to provide for installation of ill-timed work.
   3. Remove and replace defective work.
   4. Remove and replace work not conforming to requirements of Contract Documents.
   5. Remove samples of installed work as specified for testing.
   6. Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

1.02 RELATED SECTIONS

A. Conditions of the Contract: Basic responsibilities of parties.

B. Divisions 2 through 10, 26 through 28, 31, and 32 Sections for specified requirements and limitations applicable to cutting and patching individual parts of Work.

1.03 DEFINITIONS

A. Cutting: Removal of in-place construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.04 SUBMITTALS

A. Written request to Architect well in advance of executing cutting or alteration which affects:
   1. Work of Owner or separate contractor.
   2. Structural value or integrity of element of Project.
   3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
   4. efficiency, operational life, maintenance or safety of operational elements.
   5. visual qualities of sight-exposed elements.

B. Request shall include:
   1. Identification of Project.

2. Description of affected Work.
3. Necessity for cutting, alteration or excavation.
4. Effect on work of Owner or separate contractor, or on structural or weatherproof integrity of Project.
5. Description of proposed Work:
    a. Scope of cutting, patching, alteration, or excavation.
    b. Trades who will execute Work.
    c. Products proposed to be used.
    d. Extent of refinishing to be done.
6. Alternatives to cutting and patching.
7. Cost proposal, when applicable.
8. Written permission of separate contractor whose work will be affected.

C. Should conditions of Work or schedule indicate change of products from original installation, submit request for substitution as specified in Section 01 60 00

D. Submit written notice to Architect designating date and time Work will be uncovered.

E. Approval by Architect to proceed with cutting and patching does not waive Architect's right to later require complete removal and replacement of unsatisfactory Work.

1.05 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural elements in manner that would change their load-carrying capacity or load-deflection ratio.
    1. Obtain Architect’s approval of cutting and patching proposal before cutting and patching structural elements.

B. Operational Limitations: Do not cut and patch operating elements or related components in manner that would result in reducing their capacity to perform as intended.
    1. Do not cut and patch operating elements or related components in manner that would result in increased maintenance or decreased operational life or safety.

C. Visual Requirements: Do not cut and patch construction exposed on exterior or in occupied spaces in manner that would, in Architect's judgement, reduce building's aesthetic qualities.

    1. Do not cut and patch construction in manner that would result in visual evidence of cutting and patching.

    2. Remove and replace construction cut and patched in visually unsatisfactory manner.

1.06 WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such manner as not to void warranties required or existing.

PART 2 PRODUCTS

2.01 MATERIALS

A. Use materials identical to existing materials.
   1. Exposed Surfaces: Use materials that visually match existing adjacent surfaces to fullest extent possible if identical materials are unavailable or cannot be used.
   2. Use compatible materials whose installed performance will equal or surpass that of existing materials.

PART 3 EXECUTION

3.01 INSPECTION

A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.

B. After uncovering Work, inspect conditions affecting installation of Products, or performance of Work.

C. Report unsafe, unsatisfactory or questionable conditions to Architect in writing; do not proceed with Work until Architect has provided further instructions.

D. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with in-place finishes or primers.

3.02 PREPARATION

A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.

B. Provide devices and methods to protect other portions of Project from damage.

C. Provide protection from elements for that portion of Project which may be exposed by cutting and patching work, and maintain excavations free from water.

D. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

E. Avoid cutting existing pipe, conduit, or ductwork serving building but scheduled to be removed or relocated until provisions have been made to bypass them.

3.03 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching.
   1. Proceed with cutting and patching at earliest feasible time and complete without delay.

2. Cut existing construction to provide for installation of other components or performance of other construction activities and subsequent fitting and patching required to restore surfaces to their original condition.

B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction.
   1. Where possible, review proposed procedures with original installer
      a. Comply with original installer's recommendations.
   2. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping.
      a. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces.
      b. Temporarily cover openings when not in use.
   3. To avoid marring existing finished surfaces, cut or drill from exposed or finished side into concealed surfaces.
   4. Cut through concrete and masonry using cutting machine, such as Carborundum saw or diamond-core drill.
   5. Comply with requirements of applicable Division 31 Sections where cutting and patching requires excavating and backfilling.
      a. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.

C. Patching: Patch with durable seams that are as invisible as possible.
   1. Comply with specified tolerances.
   2. Where feasible, inspect and test patched areas to demonstrate integrity of installation.
   3. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in manner that will eliminate evidence of patching and refinishing.
   4. Fit work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
      a. For continuous surfaces, refinish to nearest intersection.
      b. For an assembly, refinish entire unit.
   5. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in new space.
      a. Provide even surface of uniform finish, color, texture, and appearance.
      b. Remove in-place floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
      c. Where patching occurs in painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch.
      d. Provide additional coats until patch blends with adjacent surfaces.
   6. Ceilings: Patch, repair, or rehang in-place ceilings as necessary to provide even-plane surface of uniform appearance.
   7. Exterior Building Enclosure: Patch components in manner that restores enclosure to weathertight condition.

3.04 CLEANING

A. Clean areas and spaces where cutting and patching are performed.
   1. Completely remove paint, mortar, oils, putty, and similar items.
   2. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials.
   3. Restore damaged pipe covering to its original condition.

END OF SECTION

SECTION 01 73 30
ALTERATION PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Selective demolition, alteration and remodeling Work indicated or required to produce finished results shown and includes following:
   1. Demolition and removal of selected site elements.
   2. Patching and repairs.

1.02 RELATED SECTIONS

A. Section 01 11 00: Summary of Work; phasing requirements.

B. Divisions 26 through 28 Sections for cutting, patching, or relocating electrical items.

1.03 DEFINITIONS

A. Remove: Remove and legally dispose of items except those indicated to be reinstalled, salvaged, or to remain Owner's property.

B. Remove and Salvage: Items indicated to be removed and salvaged remain Owner's property.
   1. Remove, clean, and pack or crate items to protect against damage.
   2. Identify contents of containers and deliver to Owner's designated storage area.

C. Remove and Reinstall: Remove items indicated; clean, service, and otherwise prepare them for reuse; store and protect against damage.
   1. Reinstall items in same locations or in locations indicated.

D. Existing to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.
   1. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition and then cleaned and reinstalled in their original locations.

1.04 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials become Contractor's property and shall be removed from Site with further disposition at Contractor's option.

1.05 SUBMITTALS

A. Prior to cutting which affects structural safety, submit written request to Architect for permission to proceed with cutting.

B. Record Drawings: Submit at project closeout according to Section 01 77 00.

1. Identify and accurately locate capped utilities and other subsurface structural, electrical, or mechanical conditions.

1.06 QUALITY ASSURANCE

A. Demolition Firm Qualifications: Engage experienced firm that has successfully completed selective demolition work similar to that indicated for this Project.

B. Regulatory Requirements:
   1. Intent of these Drawings and Specifications is that Work of alteration, rehabilitation or reconstruction is to be in accordance with Title 24, California Code of Regulations.
      a. Should existing conditions such as deterioration or noncomplying construction be discovered which is not covered by contract documents wherein finished Work will not comply with Title 24, California Code of Regulations, submit change order, or separate set of plans and specifications, detailing and specifying required Work to, and approved by Division of the State Architect before proceeding with Work.

   2. Comply with California Building Code, Title 24, Part 9, California Fire Code, Article 87, Fire Safety During Construction, Alteration or Demolition of a Building.
   3. Comply with governing EPA notification regulations before starting selective demolition.
   4. Comply with hauling and disposal regulations of authorities having jurisdiction.

C. Pre-demolition Conference: Conduct conference at Project Site to comply with preinstallation conference requirements of Section 01 31 19.

1.07 PROJECT CONDITIONS

A. Occupancy: Owner will occupy portions of building immediately adjacent to alteration areas.
   1. Conduct alteration work in manner that will minimize need for disruption of Owner's operations.
   2. Provide minimum 72 hours advance notice to Owner of demolition activities that will affect Owner's operations.

B. Asbestos or Hazardous Waste: It is understood and agreed that this contract does contemplate handling of asbestos or hazardous waste material.
   1. If asbestos or any hazardous waste material is encountered, notify Owner immediately.
   2. Do not disturb, handle or attempt to remove.

C. Traffic: Conduct demolition operations and debris removal in manner to ensure minimum interference with roads, streets, walks, and other adjacent occupied or used facilities.
   1. Do not close, block or otherwise obstruct streets, walks or other occupied or used facilities without written permission from authorities having jurisdiction.
   2. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.

PART 2 PRODUCTS

2.01 PRODUCTS FOR PATCHING, EXTENDING AND MATCHING

A. Provide same products or types of construction as that in existing structure, as needed to patch, extend or match existing work.
   1. Where identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to fullest extent possible.
   2. Use materials whose installed performance equals or surpasses that of existing materials.
   3. Generally Contract Documents will not define products or standards of workmanship present in existing construction
   4. Determine products by inspection and necessary testing, and workmanship by use of existing as sample of comparison.

B. Presence of product, finish, or type of construction, requires that patching, extending, or matching, be performed as necessary to make Work complete and consistent to identical standards of quality.

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine existing conditions, including elements subject to movement or damage during remodeling work.

B. After uncovering Work, examine conditions affecting installation of new work.

C. Discrepancies:
   1. If uncovered conditions are not as anticipated, immediately notify Architect and secure needed directions.
   2. Do not proceed in areas of discrepancy until such discrepancies have been fully resolved.

D. Time extensions or increase or decrease of costs resulting from such changes will be adjusted in manner provided in General Conditions.

3.02 UTILITY SERVICES

A. Maintain existing utilities indicated to remain, keep in service, and protect against damage during demolition operations.

   1. Do not interrupt existing utilities serving occupied or used facilities, except when authorized in writing by authorities having jurisdiction.
   2. Provide temporary services during interruptions to existing utilities, as acceptable to governing authorities.
   3. Provide not less than 72 hours notice to Owner if shutdown of service is required during changeover.

B. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services serving building to be selectively demolished.
   1. Owner will arrange to shut off indicated utilities when requested by Contractor. Arrange to shut off indicated utilities with utility companies.
   2. Where utility services are required to be removed, relocated, or abandoned, provide bypass connections to maintain continuity of service to other parts of building before proceeding with selective demolition.
   3. Cut off pipe or conduit in walls or partitions to be removed.
   4. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

C. Utility Requirements: Refer to Division 26, 31, and 32 Sections for shutting off, disconnecting, removing, and sealing or capping utility services.
   1. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.03 PREPARATION

A. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain.
   1. Ensure safe passage of people around selective demolition area.
   2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
   3. Protect existing site improvements, appurtenances, and landscaping to remain.
   4. Erect plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

B. Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement or collapse of structures to be selectively demolished.
   1. Cease operations and notify Owner's Representative immediately if safety of structure appears to be endangered.
   2. Take precautions to support structure until determination is made for continuing operations.
   3. Strengthen or add new supports when required during progress of selective demolition.

C. Provide and maintain barricades and guard rails as required by applicable regulatory agency to protect occupants of building and workers.

D. Where demolition, removal or rework occurs, take necessary precautions to protect finished work from damage.
   1. Repair or replace finished work damaged by operations under this contract to acceptance of Owner and Architect at no extra cost to Owner.

3.04 POLLUTION CONTROLS

A. Use water mist, temporary enclosures, and other suitable methods to limit spread of dust

and dirt.

1. Comply with governing environmental protection regulations.
2. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.

B. Remove and transport debris in manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level.

C. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations.

1. Return adjacent areas to condition existing before start of selective demolition.

3.05 SELECTIVE DEMOLITION, ALTERATIONS

A. Cut, drill, alter, remove, or temporarily remove and replace existing construction as necessary for performance of Work under contract.

1. Match replaced Work similar to existing work.

B. Unless otherwise noted on Drawings or specified, do not cut or alter structural members without authorization of Architect or Structural Engineer.

C. Demolish and remove existing construction only to extent required by new construction and as indicated.

1. Use methods required to complete Work within limitations of governing regulations.
2. Repair demolition performed in excess of that required, at no cost to Owner.

D. Restore Work remaining in place which is damaged or defaced during this contract to condition at time of award of contract.

E. If removal of existing work exposes discolored or unfinished surfaces, or work out of alignment, refinish such surfaces or replace material as necessary to make contiguous work uniform.

F. Neatly cut openings and holes plumb, square, and true to dimensions required.

1. Use cutting methods least likely to damage construction to remain or adjoining construction.

2. To minimize disturbance of adjacent surfaces, use hand or small power tools designed for sawing or grinding, not hammering and chopping.
3. Temporarily cover openings to remain.

G. Cut or drill from exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.

H. Do not use cutting torches until Work area is cleared of flammable materials.

1. At concealed spaces, such as duct and pipe interiors, verify condition and contents of

hidden space before starting flame-cutting operations.
2. Maintain portable fire-suppression devices during flame-cutting operations.
3. Maintain adequate ventilation when using cutting torches.

I. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.

J. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.

K. Locate selective demolition equipment throughout structure and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.

L. Dispose of demolished items and materials promptly.
1. On-site storage or sale of removed items is prohibited.

M. Cut finish surfaces such as concrete, masonry, tile, plaster or metals, by methods to terminate surfaces in straight line at natural point of division.

N. Where new work joins existing construction, ensure that joinings are weathertight, sound and even in appearance.

O. Cap utility lines within walls or floors for fixtures and outlets to be removed

P. Cap, extend, or rework utility lines encountered in Work as necessary for completion of alterations.

3.06 PATCHING AND REPAIRS

A. Promptly patch and repair holes and damaged surfaces caused to adjacent construction by selective demolition operations.
B. Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.
1. Completely fill holes and depressions in existing masonry walls to remain with approved masonry patching material, applied according to manufacturer's printed recommendations.

A. Restore exposed finishes of patched areas and extend finish restoration into adjoining construction to remain in manner that eliminates evidence of patching and refinishing.

3.07 DISPOSITION OF MATERIALS

A. Promptly remove from Site materials resulting from demolition and alteration which are not to be reused.

B. Burning of materials on Site is not permitted.

C. Store items to be reused in protected location until reinstallation.

D. Disposal: Transport demolished materials and dispose of at designated spoil areas on Owner's property.

3.08 SALVAGE OF MATERIALS

A. Work Performed by Owner: Prior to start of construction, Owner will do following work:

B. Salvage by Contractor for Owner's Use: Salvage, by removing in good condition, and stock piling as directed, on Site, for Owner warehousing, following items not incorporated in new work:

C. Salvage by Contractor for his Own Use: Contractor may remove for his own salvage balance of materials not claimed by Owner, including following items:

3.09 CLEAN UP AND REPAIR

A. Perform periodic and final cleaning.

B. Upon completion of alteration work, remove tools, equipment and demolished materials from site.
   1. Remove protections and leave interior areas broom clean.

END OF SECTION

SECTION 01 74 13
CLEANING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Execute cleaning, during progress of Work, and at completion of Work, as required by General Conditions.

B. Related Requirements in Other Parts of Project Manual:
   1. Conditions of Contract.

1.02 RELATED SECTIONS

A. Cleaning for specific products of Work: specification Section for that work.

1.03 DISPOSAL REQUIREMENTS

A. Conduct cleaning and disposal operations to comply with codes, ordinances, regulations, and anti-pollution laws.

PART 2 PRODUCTS

2.01 MATERIALS

A. Use only those cleaning materials which will not create hazards to health or property, and which will not damage surfaces.

B. Use only those cleaning materials and methods recommended by manufacturer of surface material to be cleaned.

C. Use cleaning materials only on surfaces recommended by cleaning material manufacturer.

PART 3 EXECUTION

3.01 DURING CONSTRUCTION

A. Execute periodic cleaning to keep Work, Site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris, resulting from construction operations.

B. Provide on-site containers for collection of waste materials, debris and rubbish.

C. Remove waste materials, debris and rubbish from Site periodically and dispose of at legal disposal areas away from Site.

3.02 DUST CONTROL

A. Clean interior spaces prior to start of finish painting and continue cleaning on as-needed basis until painting is finished.

B. Schedule operations so that dust and other contaminants resulting from cleaning process will not fall on wet or newly-coated surfaces.

3.03 FINAL CLEANING

A. Employ experienced workers or professional cleaners for final cleaning.
   1. Comply with manufacturer's instructions.

B. Remove labels that are not permanent labels.

C. Clean transparent materials, including mirrors and glass in doors and windows.
   1. Remove glazing compound and other substances that are noticeable vision-obscuring materials.
   2. Replace chipped or broken glass and other damaged transparent materials.

D. Clean exposed exterior and interior hard-surfaced finishes to dust-free condition, free of stains, films and similar foreign substances.
   1. Restore reflective surfaces to their original reflective condition.
   2. Leave concrete floors broom clean.
   3. Vacuum carpeted surfaces.

E. Ventilating Systems:
   1. Clean permanent filters and replace disposable filters if units were operated during construction.
   2. Clean ducts, blowers and coils if units were operated without filters during construction.
   3. Coordinate with requirements of Commissioning specification sections.

F. Wipe surfaces of mechanical and electrical equipment.
   1. Remove excess lubrication and other substances.
   2. Clean plumbing fixtures to sanitary condition.
   3. Clean light fixtures and lamps.
   4. Coordinate with requirements of Commissioning specification sections.

G. Clean Site, including landscape development areas, of rubbish, litter and other foreign substances.
   1. Sweep paved areas clean; remove stains, spills and other foreign deposits.
   2. Rake grounds that are neither paved nor planted, to smooth even-textured surface.

H. Removal of Protection: Remove temporary protection and facilities installed for protection of Work during constructions.

I. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning.
   1. Do not burn waste materials.
   2. Do not bury debris or excess materials on Owner's property.
   3. Do not discharge volatile, harmful or dangerous materials into drainage systems.
   4. Remove waste materials from Site and dispose of in lawful manner.
   5. Where extra materials of value remaining after completion of associated Work have become Owner's property, arrange for disposition of these materials as directed.

J. Prior to final completion, or Owner occupancy, Contractor shall conduct inspection of sight-exposed interior and exterior surfaces, and work areas, to verify that entire Work is clean.

END OF SECTION

SECTION 01 77 00
CLOSEOUT PROCEDURES

PART 1 GENERAL

1.01 GENERAL REQUIREMENTS

A. Comply with requirements stated in Conditions of the Contract and in Specifications for administrative procedures in closing out Work.

B. Related Requirements in Other Parts of Project Manual:
   1. Fiscal provisions, legal submittals, and additional administrative requirements: Conditions of the Contract.

C. Related Requirements Specified in Other Sections:
   1. Section 01 11 10: Summary of Work; Partial Owner Occupancy.
   2. Section 01 33 00: Submittal Procedures; Operating and Maintenance Data, Warranties and Bonds.
   3. Section 017 4 13: Cleaning.
   4. Section 01 78 39: Project Record Documents.
   5. Closeout Submittals Required of Trades: Respective sections of Specifications.
   6. California Code of Regulations, Title 24, Part 1 and Part 2.

1.02 SUBSTANTIAL COMPLETION

A. Substantial Completion is defined in General Conditions.

B. When Contractor considers Work is substantially complete, submit to Architect:
   1. Written notice that Work, or designated portion thereof, is substantially complete.
   2. List of items to be completed or corrected.

C. Within reasonable time after receipt of such notice, Architect will make inspection to determine status of completion.

D. Should Architect determine that Work is not substantially complete:
   1. Architect will promptly notify Contractor in writing, giving reasons therefor.
   2. Remedy deficiencies in Work and send second written notice of substantial completion to Architect.
   3. Architect will reinspect Work.

E. When Architect concurs that Work is substantially complete, he will:
   1. Prepare Certificate of Substantial Completion on AIA Form G704, accompanied by Contractor's list of items to be completed or corrected, as verified and amended by Architect.
   2. Submit Certificate to Owner and Contractor for their written acceptance of responsibilities assigned to them in Certificate.

1.03 FINAL INSPECTION

A. When Contractor considers Work is complete, submit written certification that:
   1. Contract Documents have been reviewed.
   2. Work has been inspected for compliance with Contract Documents.
   3. Work has been completed in accordance with Contract Documents.
   4. Equipment and systems have been tested in presence of Owner's representative and are operational.
   5. Work is completed and ready for final inspection.

B. Architect will make inspection to verify status of completion with reasonable promptness after receipt of such certification.

C. Should Architect consider that Work is incomplete or defective:
   1. Architect will promptly notify Contractor in writing, listing incomplete or defective Work.
   2. Take immediate steps to remedy stated deficiencies and send second written certification to Architect that Work is complete.
   3. Architect will reinspect Work.

D. When Architect finds that Work is acceptable under Contract Documents, he shall request Contractor to make closeout submittals.

1.04 REINSPECTION FEES

A. Should Architect perform re-inspections due to failure of Work to comply with claims of status of completion made by Contractor:
   1. Owner will compensate Architect for such additional services.
   2. Owner will deduct amount of such compensation from final payment to Contractor.

1.05 CONTRACTOR'S CLOSEOUT SUBMITTALS TO ARCHITECT

A. Evidence of compliance with requirements of governing authorities:
   1. Certificate of Occupancy.
   2. Certificates of Inspection: As required by respective sections of Specification.
   3. Final approvals required by California Code of Regulations, Title 24, Part 1 and Part 2.

B. Project Record Documents: To requirements of Section 01 78 39.

C. Operating and Maintenance Data, Instructions to Owner's Personnel: To requirements of respective sections of Specifications and Maintenance Contracts.

D. Warranties and Bonds: Conditions of Contract and respective sections of Specifications.

E. Spare Parts and Maintenance Materials: To requirements of Sections of Specifications.

F. Evidence of Payment and Release of Liens: To requirements of General and

Supplementary Conditions.

G. Certificate of Insurance for Products and Completed Operations.

1.06 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit final statement of accounting to Architect.

B. Reflect adjustments to Contract Sum in Statement:
   1. Original Contract Sum.
   2. Additions and deductions resulting from:
      a. Previous Change Orders.
      b. Unit Prices.
      c. Deductions for uncorrected work.
      d. Penalties and Bonuses.
      e. Deductions for liquidated damages.
      f. Deductions for reinspection payments.
      g. Other adjustments.
   3. Total Contract Sum, as adjusted.
   4. Previous payments.
      a. Sum remaining due.

C. Architect will prepare final Change Order, reflecting approved adjustments to Contract Sum which were not previously made by Change Orders.

1.07 FINAL APPLICATION FOR PAYMENT

A. Submit final Application for Payment in accordance with procedures and requirements stated in Conditions of the Contract and Section 01 29 76

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 01 78 39
PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Administrative and procedural requirements for preparing, maintaining and submitting project record documents.

B. Maintain at Site for Owner one record copy of:
   1. Electrostatic copy of Drawings (Record Drawing Prints).
   2. Specifications.
   3. Addenda.
   4. Change Orders and other Modifications to Contract.
   5. Architect/Engineer Field Orders or written instructions.
   6. Approved Shop Drawings, Product Data and Samples.
   7. Field Test records.
   8. Contractor's completed Requests For Information (RFI).

C. Related Requirements in Other Parts of Project Manual:
   1. Conditions of the Contract.

D. Related Requirements Specified in Other Sections:
   1. Section 01 33 00: Submittal Procedures
   2. Separate Sections Requiring Record Drawings.

1.02 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store documents and samples in Contractor's field office apart from documents used for construction.
   1. Provide files and racks for storage of documents.
   2. Provide secure storage space for storage of samples.

B. Maintain documents in clean, dry, legible condition and in good order.
   1. Do not use record documents for construction purposes.

C. Make documents and samples available for inspection by Architect.

1.03 RECORDING

A. Label each document APROJECT RECORD" in neat large printed letters.

B. Record information concurrently with construction progress.
   1. Do not conceal Work until required information is recorded.

C. Drawings: Where specified in separate sections of Specifications, provide and keep up to

date complete record set of electrostatic prints to show every change from original drawings.

1. Complete entries in neat, clear, professional manner.
2. Legibly mark to record actual construction:
    a. Depths of various elements of foundation in relation to finish first floor datum.
    b. Horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
    c. Location of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of structure.
    d. Field changes of dimension and detail.
    e. Changes made by Field Order or by Change Order or as result of Contractor=s Request For Information.
    f. Details not on original contract drawings.

D. Upon completion of Work, obtain Owner's Project Inspector's signature on record set verifying information.
    1. Prior to printing and submitting Drawings, Owner=s Project Inspector shall sign and approve cover sheet of Record Drawings, and include statement that Record Drawings are sufficiently complete to their knowledge.

E. Specifications and Addenda:
    1. Legibly mark each section to record:
        a. Manufacturer, trade name, catalog number, and supplier of each product and item of equipment actually installed.
        b. Changes made by Field Order or by Change Order or as result of Contractor=s Request For Information.

1.04 SUBMITTAL

A. At Contract close-out, provide electrostatic reproducibles on vellum paper of each sheet of record drawings containing record drawing information and deliver reproducible drawings, record drawing prints, specifications, addenda and other record documents to Owner.

B. Accompany submittal with transmittal letter in duplicate, containing:
    1. Date.
    2. Project title and number.
    3. Contractor's name and address.
    4. Title and number of each record document.
    5. Signature of Contractor or his authorized representative.

C. Submit copy of transmittal letter to Architect.

PART 2 PRODUCTS *(Not Applicable)*

PART 3 EXECUTION *(Not Applicable)*

END OF SECTION

SECTION 02 41 00
DEMOLITION

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Removal of designated construction.

B. Identification of utilities.

C. Demolition requirements.

1.02 RELATED SECTIONS

A. Section 01 74 19 - Construction Waste Management and Disposal

1.03 PROJECT RECORD DOCUMENTS

A. Submit under provisions of Division 01.

B. Accurately record actual locations of capped utilities and subsurface obstructions.

1.04 REGULATORY REQUIREMENTS

A. Perform work of this Section under provisions of CBC Chapter 33, CFC Chapter 14, and NFPA 241 for demolition work, safety of structure, dust control and safety of occupants.

B. Obtain required permits from authorities.

C. Do not close or obstruct egress width to exits.

D. Do not disable or disrupt building fire or life safety systems without three-day prior written notice to Owner.

E. Conform to procedures applicable when discovering hazardous or contaminated materials.

1.05 SCHEDULING

A. Schedule work under the provisions of Division 01.

B. Describe demolition removal procedures and schedule.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

3.01 PREPARATION

A. Provide, erect and maintain temporary barriers as required.

B. Erect and maintain temporary partitions to prevent spread of dust, odors and noise to adjoining facilities.

C. Protect existing materials and finishes that are not scheduled or otherwise required to be demolished.

D. Mark location of utilities.

3.02 DEMOLITION REQUIREMENTS

A. Conduct demolition to minimize interference with adjacent and occupied buildings.

B. Maintain protected egress and access to the Work.

3.03 DEMOLITION

A. Disconnect, remove, cap and identify designated utilities within demolition areas.

B. Demolish in an orderly and careful manner. Protect existing supporting structural members and materials.

C. Except where noted otherwise, remove demolished materials from site. Do not bury or burn materials on site.

D. Remove demolished materials from site as Work progresses. Upon completion of Work, leave areas in clean condition.

E. Remove temporary Work.

END OF SECTION

SECTION 03 10 00

CONCRETE FORMING AND ACCESSORIES

PART 1 - GENERAL

1.01 SECTION INCLUDES

A. Forms for all cast-in-place concrete indicated on the Drawings and subsequent removal of forms, except those earth forms described in this Section.

1.02 RELATED SECTIONS

A. Section 03 20 00 - Concrete Reinforcing.

B. Section 03 30 00 - Cast-in-Place Concrete.

1.03 QUALITY ASSURANCE

A. Qualifications of workmen: All workmen shall be experienced mechanics. Provide one person who shall be present at all time during execution of this portion of the work who shall be thoroughly familiar with the type of material being installed, the referenced standards and the requirement of this Work and shall direct all Work performed under this Section.

B. Codes and Standards: In addition to complying with all pertinent codes and regulations, comply with all pertinent recommendations contained in "Recommended Practice for Concrete Formwork," publication ACI 347R and ACI 318, Section 6.1.

C. Where provisions of pertinent codes and standards conflict with the requirement of this Section, the more stringent provision shall govern.

D. All Structural Concrete foundations, curbs, floors and any other structural component requiring structural forming or shoring shall be Engineer Designed Systems with calculations and erection drawings provided by the Contractor. Contractor is to secure the services of a California Registered Structural Engineer for the design of Forming Systems.

1.04 PRODUCT HANDLING

A. Protection: Contractor is to protect all formwork materials before, during and after installation.

B. Damaged Forms: In the event of damage or misalignment, immediately make all repairs and replacement necessary at no additional cost to the Owner.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Form lumber: All form lumber shall be new except as allowed for re-use of forms in Part 3 of this Specification, and all form lumber shall be one of the following, a combination thereof, or an equal approved in advance by the Architect.

1. Plywood forms may be Plyform, Plyron, and bearing the label of the Douglas Fir Plywood Association.

2. Form-lumber may be; fir, larch, hemlock, or approved equal seasoned lumber and surfaced on all four sides.
3. Form sealers shall be liquid form oil.

B. Not used.

C. Other form materials and/or forming systems may be used if approved by the Owner, Architect and Structural Engineer. A complete list of materials, manufacturers and methods of application are to be submitted to the Architect, in accordance with Division 01.

2.02 TIES AND SPREADERS

A. Form ties shall be of proven types and shall be a type which does not leave an open hole through the concrete and which permits patching at every hole.

B. When forms are removed, all metal ties shall be removed and shall be flush with the concrete surface. No metal ties shall be exposed on the exterior of the walls.

2.03 ALTERNATE FORMING SYSTEMS

A. Not used.

2.04 OTHER MATERIALS

A. All other form materials, not specifically described herein, but required for proper completion of concrete formwork, shall be as selected by the Contractor subject to approval by the Owner or Architect.

PART 3 - EXECUTION

3.01 INSPECTION

A. Contractor shall verify and be responsible for all-existing dimensions and elevations before any Work is done.

B. Inspect the installed Work of all other trades; verify that all such Work is complete, and that the installation of Formwork may begin.

C. Verify that forms have been constructed in accordance with all pertinent codes and regulations, referenced standards and the design.

D. Discrepancies: Do not proceed with installation in areas of discrepancy. Notify the Architect of all discrepancies. All discrepancies are to be fully resolved before proceeding with installation.

3.02 CONSTRUCTION FORMS

A. Forms are to be constructed sufficiently tight to prevent leakage of concrete, and able to withstand excessive deflection when filled with wet concrete. Forms shall be braced, anchored and properly aligned.

B. Layout and form all required cast-in-place concrete to the required dimensions indicated on the Drawings.

C. Care shall be exercised in the layout of forms to avoid the necessity for cutting, patching, or repair of concrete after it is in place.

D. Make provisions for all openings, offsets, recesses, anchorage, blocking and other requirements of the Work.

E. Perform all forming required for Work of other trades and do all cutting and repairing of forms required to permit such installations.

F. Carefully examine the Drawing and Specifications and verify with other trades for openings, reglets, chases, and other items that are required in the forms.

G. Forms for pre-cast concrete shall be constructed to provide for shrinkage of the concrete, and shall be adequately braced. All edges shall have chamfer strips except as noted on Drawings.

H. Construct all forms true, plumb, and square within a tolerance of 1/8" in 12 feet.

3.03 EMBEDDED ITEMS

A. Provide, install and check all required steel frames, angles, grilles, bolts, inserts and other such items required to be anchored in the forms before the concrete is placed.

3.04 BRACING

A. Properly brace and tie the forms together so as to maintain size, shape, and alignment, and to provide safety to personnel.

B. Construct all bracing and supporting members of ample size and strength to safely support, without excessive deflection, all dead and live loads to which they may be subjected.

3.05 PLYWOOD FORMS

A. Plywood forms shall be designed for loads imposed. Nail the plywood panels directly to studs and apply in a manner to minimize the number of joints.

B. Make all panel joints tight butt joints with all edges true and square, if necessary, use tape to prevent excessive leakage.

3.06 FOOTING FORMS

A. Foundation forms are to be wood forms.

B. Earth forms may be used for footings provided the soil will stand without caving, as determined by the Architect (Structural Engineer) and the sides of the bank are made with a neat cut to the minimum dimensions indicated.

3.07 REUSE OF FORMS

A. Reuse of forms shall be subject to approval of the I.O.R.

B. Reuse of forms shall not delay or change the schedule for placement of concrete from the schedule if all forms were new.

C. Reuse of forms shall not affect the structural stability of the forms or the appearance of the finished concrete.

3.08 REMOVAL OF FORMS

A. Side forms of foundations may be removed 48 hours after placement of concrete. Where foundations are supporting lateral loads, forms shall not be removed until approved by the I.O.R.

B. Use care and diligence, and protect workmen, passers-by, and the installed work and materials of other trades. Forms shall not be removed until the concrete can support all loads.

C. Cut nails, tie wires and form ties off flush, leave all surfaces smooth and clean.

D. Remove metal spreader ties and fill in the resulting pockets to match the surrounding areas with grout or dry pack. Sack all exposed faces.

E. Fill all holes resulting from the use of bolts, ties, spreaders and sleeve nuts with cement grout applied under pressure by means of a grouting gun; grout shall be one part Portland cement, to two parts sand; apply grout immediately after removing forms.

3.09 CLEANING

A. Remove all forming material from the site and dispose of in approved dumps.

B. Clean area of all left over debris including stakes, ties, form boards, wires, concrete spills, etc., and leave area in a neat clean condition.

END OF SECTION

SECTION 03 20 00
CONCRETE REINFORCING

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Concrete steel reinforcement as indicated.

B. Related Sections:

1. Section 03 10 00 - Concrete Forming and Accessories.
2. Section 03 30 00 - Cast-in-Place Concrete.

1.02 SYSTEM DESCRIPTION

A. Regulatory Requirements: Fabrication and placement of reinforcing shall be in accordance with requirements of CBC, Chapter 19A.

1.03 SUBMITTALS

A. Shop Drawings: Submit steel reinforcement Shop Drawings in accordance with ACI 315. Include assembly diagrams, bending charts and slab plans. Indicate lengths and location of splices, size and lengths of reinforcing steel.

B. Closeout Submittals: Record exact locations of reinforcing that vary from Shop Drawings.

1.04 QUALITY ASSURANCE

A. Comply with the following as a minimum requirement:

1. Concrete Reinforcing Steel Institute (CRSI) Manual of Standard Practice.
2. American Welding Society (AWS).
3. American Concrete Institute (ACI).
4. CBC, Chapter 19A, Concrete.

B. Source Quality Control: Refer to Division 01 Sections for general requirements and to following paragraphs for specific procedures. Testing laboratory retained by the Owner shall perform following conformance testing, select test Samples of bars, ties, and stirrups from the material at the Project site or from the place of distribution, with each Sample consisting of not less than two 18 inch long pieces, and perform the following tests according to ASTM A 615.

1. Identified Bars: If Samples are obtained from bundles as delivered from the mill, identified as to heat number, accompanied by mill analyses and mill test reports, and properly tagged with the identification certificate so as to be readily identified, perform one tensile and one bend test for each 10 tons or fraction thereof of each size of bars. Submit mill reports when Samples are selected.

2. Unidentified Bars: When positive identification of reinforcing bars cannot be performed and when random Samples are obtained, perform tests for each 2.5 tons or fraction thereof, one tensile and one bend test from each size of bars.

C. Certification of Welders: Shop and Project site welding shall be performed by certified welding operators.

1.05 DELIVERY, STORAGE AND HANDLING

A. Avoid exposure to dirt, moisture or conditions harmful to reinforcing.

B. Reinforcing steel bars, wire, and wire fabric shall be stored on the Project site to permit easy access for examination and identification of each shipment. Material of each shipment shall be separated for size and shape.

PART 2 - PRODUCTS

2.01 GENERAL

A. Provide reinforcing of sizes, gages and lengths indicated, bent to indicated shapes.

2.02 MATERIALS

A. Steel Reinforcing Bars: ASTM A 615 and A 706 for welding, grade 60 billet steel unless otherwise specified or indicated.

B. Bars or Rod Mats: ASTM A 184.

C. Wire Fabric for Reinforcement: ASTM A 185.

D. Tie Wire: ASTM A 82, fully annealed, copper-bearing steel wire, 16 gage minimum.

E. Chairs, Spacers, Supports, and Other Accessories: Standard manufacture conforming to ACI-315 fabricated from steel wire of required types and sizes. For reinforcement supported from grade, provide properly sized dense precast blocks of concrete.

2.03 FABRICATION OF REINFORCING BARS

A. Comply with CRSI Manual of Standard Practice for Reinforced Concrete Construction for fabrication of reinforcing steel.

B. Bending and Forming: Fabricate bars of the indicated sizes and bend and form to required shapes and lengths by methods not injurious to materials. Do not heat reinforcement for bending. Bend bars No. 6 size and larger in the shop only. Bars with unscheduled kinks or bends are not permitted. Provide only tested and permitted bar materials.

C. Welding: Provide only ASTM A 706 steel where welding is indicated. Perform welding by the direct electric arc process in accordance with AWS D1.4 and specified low-hydrogen electrodes. Preheat 6 inches each side of joint. Protect joints from drafts during the cooling process; accelerated cooling is not permitted. Do not tack weld bars. Clean metal surfaces to be welded of loose scale and foreign material. Clean welds each time electrode is changed and chip burned edges before placing welds. When wire brushed, the completed welds must exhibit uniform section, smooth welded metal, feather edges without undercuts or overlays, freedom from porosity and clinkers, and good fusion and penetration into the base metal. Cut

out welds or parts of welds deemed defective, using chisel, and replace with proper welding. Prequalification of welds shall be in accordance with CBC requirements.

PART 3 - EXECUTION

3.01 INSTALLATION

A. Bars shall be bent cold. Bars partially embedded in concrete shall not be field bent except as indicated on reviewed Shop Drawings. Before installation, clean reinforcing of loose scale, rust, oil, dirt and any coating that could reduce bond.

B. Accurately position, install, and secure reinforcing to prevent displacement during the placement of concrete.

C. Provide metal chairs to hold reinforcement the required distance above form bottoms. Space chairs so that reinforcement will not be displaced during installation. Provide metal spacers to secure proper spacing. Stirrups shall be accurately and securely wired to bars at both top and bottom. At slabs, footings, and beams in contact with earth, provide concrete blocks to support reinforcement at required distance above grade.

D. Install and secure reinforcement to maintain required clearance between parallel bars and between bars and forms. Lapped splices shall be installed wherever possible in a manner to provide required clearance between sets of bars. Stagger lapped splices. Dowels and bars extending through construction joints shall be secured in position against displacement before concrete is installed and subsequently cleaned of concrete encrustation's while they are still soft.

E. Do not install reinforcing in supported slabs and beams until walls and columns have been installed to underside of slabs and beams or until construction joints have been thoroughly cleaned. Reinforcing shall be inspected before placement of concrete and cleaned as required.

F. Use deformed bars unless otherwise indicated, except for spiral reinforcement.

3.02 CLEAN UP

A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

3.03 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 03 30 00
CAST-IN-PLACE CONCRETE

PART 1 - GENERAL

1.01 SUMMARY

A. Section Includes:

1. Cast-in-place concrete placement and finishing.
2. Related Sections:
   a. Section 03 10 00 - Concrete Forming and Accessories.
   b. Section 03 20 00 - Concrete Reinforcing.

1.02 SUBMITTALS

A. Shop Drawings: Submit Shop Drawings indicating locations of cast-in-place concrete Work and accessory items such as vapor barriers. Include details and locations of reinforcing, embedded items, and interfacing with other Work.

B. Product Data:

1. Mix Design: Submit a concrete mix design for each mix that will be provided for the Work. Include water/ cement ratio, size of coarse aggregate and amount of any admixture. Predict minimum compressive strength, maximum slump and air content percentage.
2. Mix Design: Submit mix designs prepared, stamped and signed by a Civil Engineer licensed in the State of California.
3. Manufacturer of ready-mixed concrete shall deliver to the Project Inspector a certificate with each mixer truck. Certificate shall bear the signature of representative of the testing laboratory, and shall state quantity of cement, water, fine and coarse aggregate and admixtures.

C. Material Samples: Submit Samples illustrating concrete finishes, minimum 12 inches x 12 inches in size.

D. Certificates: Submit a notarized certificate that each of following conforms to standards indicated:

1. Aggregates - ASTM Standards C33
2. Admixtures - ASTM Standards C260
3. Curing materials - ASTM Standards C171

1.03 QUALITY ASSURANCE

A. Comply with the following as a minimum requirement.

B. American Concrete Institute (ACI) Publication:

1. ACI 211 - Recommended Practice for Selecting Proportions of Concrete.
2. ACI 304 - Recommended Practice for Measuring, Mixing, Transporting and Placing Concrete.

3. ACI 305 - Recommended Practice for Hot Weather Concreting.
4. ACI 306 - Recommended Practice for Cold Weather Concreting.
5. ACI 308 - Recommended Practice for Curing Concrete.
6. ACI 309 - Recommended Practice for Consolidation of Concrete.

C. American Society for Testing and Materials (ASTM) Standards:
1. ASTM A 185 - Welded Steel Wire Fabric For Concrete Reinforcement.
2. ASTM C 31 - Making and Curing Concrete Test Specimens in the Field.
3. ASTM C 33 - Concrete Aggregates.
4. ASTM C 39 - Compressive Strength of Cylindrical Concrete Specimens.
5. ASTM C 88 - Soundness of Aggregates by use of Sulphate or Magnesium Sulphate.
6. ASTM C 94 - Ready-Mixed Concrete.
7. ASTM C 143 - Slump of Hydraulic Cement Concrete.
8. ASTM C 150 - Portland Cement.
9. ASTM C 171 - Sheet Materials for Curing Concrete.
10. ASTM C 172 - Sampling Freshly Mixed Concrete.
11. ASTM C 173 - Air Content of Freshly Mixed Concrete by the Volumetric Method.
12. ASTM C 227 - Potential Alkali Reactivity of Cement-Aggregate Combinations (Mortar-Bar Method).
13. ASTM C 231 - Air Content of Freshly Mixed Concrete by the Pressure Method.
14. ASTM C 260 - Air-Entraining Admixtures for Concrete.
15. ASTM C 289 - Potential Reactivity of Aggregates (Chemical Method).
16. ASTM D 1751 - Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Non-extruding and Resilient Bituminous Types).

D. Continuous inspection shall be provided at the batch plant and for transit-mixed concrete to run check sieve analysis of aggregate, check moisture content of fine aggregate, check design of mix, check cement being used with test reports, check loading of mixer trucks, and certify to quantities of materials placed in each mixer truck.

E. Inspection shall be performed by a representative of a testing laboratory selected by the Owner. Owner will pay for inspection costs. Notify the laboratory 24 hours in advance of time concrete is to be mixed. Notify the laboratory of postponement or cancellation of mixing within at least 24 hours of scheduling time.

F. Continuous batch plant inspection requirement may be waived in accordance with CBC Section 1705A.3.3.1. Waiver shall be in writing, including DSA approval.

G. Strength Test of Concrete: Refer to Section 01 45 33 - Code-Required Special Inspections.

1.04 DELIVERY, STORAGE AND HANDLING

A. Mixing and Placing Concrete: Refer to Section 01 45 33 - Code-Required Special Inspections.

B. Ready-mix concrete shall be mixed and delivered in accordance with ASTM C 94 and CBC Standard 19A-3 and 19A-4. Each batch of concrete delivered to the Project site shall be

accompanied by a time slip bearing departure time and signature of batch plant supervisor. Concrete shall be placed within 90 minutes after start of mixing.

C. Store cement and aggregate materials so as to prevent their deterioration or intrusion by foreign matter. Deteriorated or contaminated materials shall not be furnished.

1.05 JOB CONDITIONS

A. Cold Weather Requirements:

1. Adequate equipment shall be provided for heating concrete materials and protecting concrete during freezing or near-freezing weather. Surfaces, in which concrete is to come in contact with, shall be free from frost or ice. No frozen materials or materials containing ice shall be furnished.

2. When placing concrete during freezing or near-freezing weather the mix shall have a temperature of at least 50 degrees F., but not more than 90 degrees F. when cement is added. Concrete shall be maintained at a temperature of at least 50 degrees F. for at least 72 hours after placing or until it has thoroughly hydrated. When necessary, concrete materials shall be heated before mixing. Special precautions shall be provided for protection of transit-mixed concrete.

B. Hot Weather Requirements:

1. During hot weather, proper attention shall be provided for ingredients, production methods, handling, placing, protection and curing, to prevent excessive concrete temperatures or water evaporation which could impair required strength or durability.

PART 2 - PRODUCTS

2.01 GENERAL

A. Ready-Mixed Concrete: Mix and deliver in accordance with requirements of CBC Chapter 1905A.

B. Strength of Concrete: Concrete, unless otherwise indicated or specified, shall be provided with a minimum ultimate 28-day strength of minimum 3000 psi (f'c), as indicated on Drawings. For high-early-strength concrete, age for reaching the f'c shall be as indicated on Drawings.

2.02 MATERIALS

A. Cement: ASTM C 150 Type II Portland Cement. Furnished cement shall be as selected and reviewed for concrete proportioning.

B. Aggregates: Aggregates shall conform to ASTM C 33 and C 227 except as modified herein. Any suitable individual grading of coarse aggregate may be furnished, provided Grading of Combined Aggregate indicated in following table is obtained. Refer to Section 01 45 33: Testing and Inspection.

GRADING OF COMBINED AGGREGATE			
Sieve Sumber or Size in inches Passing a 2"	1-1/2" Maximum ------	1" Maximum ------	3/4" Maximum ------

Passing a 1-1/2"	95-100	------	------
Passing a 1"	70-90	90-100	------
Passing a 3/4"	50-80	70-95	90-100
Passing a 3/8"	40-60	45-70	55-75
Passing a No. 4	35-55	35-55	40-60
Passing a No. 8	25-40	27-45	30-46
Passing a No. 16	16-34	20-38	23-40
Passing a No. 30	12-25	12-27	13-28
Passing a No. 50	2-12	5-15	5-15
Passing a No. 100	0-3	0-5	0-5

C. Water: Water shall be potable and free from deleterious matter.

D. Admixtures: CBC Chapter 19A, Section 1903A.6, Type A or D.

E. Expansion Joint Fillers: Preformed strips, non-extruding and resilient bituminous type, of thickness indicated, conforming to ASTM D 1751.

F. Curing Paper and Liquid Curing Compounds:

1. Curing Paper: A standard brand conforming to ASTM C 171, Type 1 - Regular, Kure-N-Seal.
2. Liquid Curing Compounds: A standard brand, clear liquid conforming to ASTM C 309, Master Builders, Grace, Antihydro.

G. Abrasive Aggregate: Norton Alundum, Union Carbide Carborundum, or equal, graded #12 through #30 sizes, color as selected by Architect.

H. Underlayment: Latex underlayment for filling low spots in concrete shall be Tile-Tex by Flintkote Co., Webtex #60 or Fixallatex by Dowman Products Co.

I. Vapor Retarder: See Section 07 26 16 - Under-Slab Vapor Retarder.

J. Stair Strips and Nosing:

1. Fabricated from 6063-T5 extruded aluminum, mill finish. Anti-slip filler shall contain at least 60 percent virgin grain aluminum oxide abrasive. Binder shall be fully cured resilient type epoxy, with binder-to-filler ratio of 13 percent. The epoxy-abrasive filler shall extend over the curved front edge of the nosing and shall be securely bonded to the extruded aluminum base.
2. Manufactured by Wooster Products Inc. American Safety Tread Co. Inc., or equal.
3. Nosing and strips for concrete casting shall be provided with Sure-Hold anchors, chevron shaped continuous full length of nosing or strip.
4. Nosings and anchors for attachment to hydrated concrete stairs and wood stairs shall be similar to those specified below, except they shall be provided with countersunk holes for screws and fasteners.
5. Colors: As selected by Architect to contrast with stair color. Colors shall extend uniformly through the filler.
6. Strip and Nosing Types:
   a. Nosings for sloped riser steel pan stairs: Type WP4J, 4-1/16 inches wide, 3/8 inch thick.

b. Nosings for new concrete stairs: Type WP4C, 4-1/16 inches wide, 3/8 inch thick, nose projects down 1/4 inch.

c. Nosings for square edged steel pan stairs: Type WP4SP, 4-1/16 inches wide, 3/8 inch thick nose.

d. Strips for recessing into concrete stairs: Type WP1A, except 2-1/4 inches wide, 3/8 inch thick. American Safety Tread Co., Type 24, or equal.

e. Strips for adhering to existing or hydrated concrete: Flex-Tred anti-safety strips, minimum 2-1/4 inches wide. Cut from rolls and round corners.

f. Strips for anchoring into wood or stone: American Safety Tread Co., Type 24H, or equal, with holes for fasteners, 2-1/4 inches wide.

2.03 CONCRETE MIX DESIGN

A. Proportioning Normal Weight Concrete: Comply with ACI PRC-211.1 recommendations and ACI CODE-318.

1. Replace as much Portland cement as possible with fly ash, ground granulated blast furnace slag, silica fume, or rice hull ash as is consistent with ACI recommendation.

B. Concrete Strength: Establish required average strength for each type of concrete on the basis of field experience or trial mixtures, as specified in ACI SPEC-301.

1. For trial mixtures method, employ independent testing agency acceptable to Architect for preparing and reporting proposed mix designs.

C. Admixtures: Add acceptable admixtures as recommended in ACI PRC-211.1 and at rates recommended or required by manufacturer.

D. Normal Weight Concrete:

1. Compressive Strength, when tested in accordance with ASTM C39/C39M at 28 days: As indicated on drawings.

2. Fly Ash Content: Maximum 15 percent of cementitious materials by weight.

3. Calcined Pozzolan Content: Maximum 10 percent of cementitious materials by weight.

4. Silica Fume Content: Maximum 5 percent of cementitious materials by weight.

5. Water-Cement Ratio: As indicated on Structural Drawings.

6. Maximum Slump: As indicated on Structural Drawings.

7. Maximum Aggregate Size: 1 inch (25 mm).

a. Structural Concrete: Maximum size not larger than 1/5 of narrowest dimension between forms, 1/3 depth of slab nor 3/4 of minimum clear spacing between individual reinforcing bars.

b. Other than Structural Concrete: Conform to requirements for structural concrete.

PART 3 - EXECUTION

3.01 GENERAL

A. Time of Placing: Do not place concrete until reinforcement, conduits, outlet boxes, anchors, hangers, sleeves, bolts, and other embedded materials are securely fastened in place. Contact

the IOR at least 24 hours before placing concrete; do not place concrete until inspected by the IOR.

B. Pouring Record: A record shall be kept on the Project site of time and date of placing concrete in each portion of structure. Such record shall be maintained on the Project site until Substantial Completion and shall be available for examination by the Architect and DSA.

3.02 PREPARATION

A. Vapor Retarder: See Section 07 26 16 - Under-Slab Vapor Retarder.

B. Reglets and Rebates:

1. Form reglets and rebates in concrete to receive flashing, frames and other equipment as detailed and required. Coordinate dimensions and locations required with other related Work.

2. If concrete slabs on grade adjoin a wall or other perpendicular concrete surface, form a reglet in wall to receive and carry horizontal concrete Work. Reglet shall be full thickness of the slab and shall be 3/4 inch wide, unless otherwise indicated. Requirement does not apply to exterior walks, unless specifically indicated.

C. Not used.

D. Screeds: Install screeds accurately and maintain at required grade or slab elevations after steel reinforcement has been installed, but before starting to place concrete. Install screeds adjacent to walls and in parallel rows not to exceed 8 feet on centers.

3.03 CONCRETE MIXING

E. Concrete Mixing, General: Comply with ACI CODE-318 as adopted by CBC, Title 24, Part 2, Chapter 19A and ACI PRC-304 - Guide for Measuring, Mixing, Transporting, and Placing Concrete. Introduce and mix admixtures in compliance with manufacturer's instructions and recommendations.

3.04 INSTALLATION

A. Conveying and Placing:

1. Concrete shall be placed only under direct observation of the IOR. Do not place concrete outside of regular working hours, unless the IOR has been notified at least 48 hours in advance.

2. Concrete shall be conveyed from mixer to location of final placement by methods, which will prevent separation or loss of materials.

3. Concrete shall be placed as nearly as practicable to its final position to avoid segregation due to re-handling or flowing. No concrete that has partially hydrated or has been contaminated by foreign materials shall be placed, nor shall re-tempered concrete or concrete which has been remixed after initial set be placed.

4. In placing concrete in thin sections, provide openings in forms, elephant trunks, tremies or other recognized devices, to prevent segregation and accumulation of partially hydrated concrete on forms or metal reinforcement above level of concrete being placed. Such devices shall be installed so that concrete will be dropped vertically.

Unconfined vertical drop of concrete from end of such devices to final placement surface shall not exceed 6 feet.

5. Concrete shall be placed as a continuous operation until placing of panel or section is completed. Top surfaces of vertically formed lifts shall be level.
6. Concrete shall be thoroughly consolidated during placement, and shall be worked around reinforcement and embedded fixtures with mechanical vibrators.
7. Where conditions make consolidation difficult, or where reinforcement is congested, batches of mortar containing same proportions of cement, sand, and water as provided in the concrete, shall first be deposited in the forms to a depth of at least one inch.

B. Compaction and Screeding:

1. Tamp freshly placed concrete with a heavy tamper until at least 3/8 inch of mortar is brought to surface. Concrete shall then be tamped with a light tamper and screeded with a heavy straightedge until depressions and irregularities are eliminated, and surface is true to finish grades or elevations. Remove excess water and debris.
2. Where slabs are to receive separate cement finish or mortar setting bed, continued tamping to raise mortar to surface is not performed. Laitance shall be removed by brushing with a stiff brush or by light sandblasting to expose clean top surface of coarse aggregate.

C. Floating and Troweling:

1. When concrete has hydrated sufficiently, it shall be floated to a compact and smooth surface. After floating, wait until concrete has reached proper consistency before troweling. Top surfaces shall receive at least 2 troweling operations with steel hand trowel. Prior to and during final troweling, apply a fine mist of water frequently with an atomizing type fog sprayer. Omit troweling for slabs to receive a separate cement finish.
2. For interior finish slabs, final troweling shall provide a hard, impervious, and non-slip surfaces, free from defects and blemishes. Finished surface shall be within a tolerance of 1/8 inch in 10 feet. Avoid burnishing. Do not add cement or sand to absorb excess moisture.
3. Exterior Paving and Cement Walks: Finish as specified above, except surface shall be given a non-slip broom finish to match Sample reviewed by the Architect.
4. Vertical concrete surfaces shall be finished smooth and free from marks or other surface defects.

D. Curing:

1. Concrete shall be maintained above 50 degrees F., and in a moist condition for 7 days after placing, except that high early strength concrete shall be maintained in a moist condition for 3 days.
2. Before applying curing paper, interior floor treated with colored hardener shall be given a heavy protective coat of colored wax left unpolished, and then immediately covered with paper. If wax is not applied within two hours after final troweling, concrete shall be sprayed with a fine water mist and maintained continuously moist until wax is applied, unless spraying is not recommended by hardener manufacturer. After other Work such

as plastering and painting has been completed, curing paper shall be removed and waxed floors cleaned of protective wax coating.

3. Forms containing concrete, top of concrete between forms, and exposed concrete surfaces after removal of forms shall be maintained in a thoroughly wet condition for at least 7 consecutive days after placing.
4. If weather is hot or surface has dried out, spray surface of concrete slabs and paving with fine mist of water, starting not later than 2 hours after final troweling and continuing until sunset. Surface of finish shall be kept continuously wet until curing medium has been installed.
5. Immediately after finishing, roof slabs and monolithic floor finish to receive resilient floor covering shall be uniformly and completely coated with liquid curing compound.
    a. Install compound in a manner and quantity sufficient to produce a uniform continuous thin film of water-impervious membrane. Compound shall be installed in accordance with manufacturer's directions.
    b. Protect adjoining surfaces from damage during installation. If curing compound is not applied immediately, cover finished concrete with wet burlap or curing paper and keep concrete surface wet for a period not to exceed thirty hours following finishing of concrete. At end of that time, burlap or paper shall be removed and curing compound installed as specified above.
    c. Immediately after finishing, monolithic floor slabs not scheduled to receive resilient floor covering shall be covered with curing paper. Paper shall be lapped 3 inches at joints and sealed with waterproof sealer. Edges shall be cemented to finish. Repair or replace paper damaged during construction operations.
    d. Within 24 hours after finishing, exterior slabs and paving, and interior slabs to receive cement topping or mortar setting beds, shall be covered with sand to a depth of 2 inches and kept thoroughly wet for 7 days.
        1) Instead of sand covering, exterior walks and paving where no other surface treatment is specified, may be cured with clear liquid curing compound immediately installed in accordance with manufacturer's directions.

E. Filling, Leveling and Patching:

1. Concrete slabs exhibiting high or low spots and indicated to receive resilient floor covering or soft floor covering, shall have surfaces repaired. High spots shall be honed, or ground with power-driven machines to required tolerances. Low spots shall be filled with latex underlayment, installed in strict accordance with manufacturer's written recommendations.
2. Holes resulting from form ties or sleeve nuts shall be solidly packed, through exterior walls, by pressure grouting with cement grout, as specified. Grouted holes on exposed surfaces shall be screeded flush and finished to match adjoining surfaces.

F. Cement Base: Cement base shall be of the height, thickness, and shape detailed. Base shall be reinforced with one inch mesh, 18 gage, zinc-coated wire fabric. Base finish mixture shall be one part Portland cement, 2 parts of fine aggregate and one part pea gravel. Colored cement base shall include a chemically inert mineral oxide pigment in the mix.

3.05 FINISHING

A. Soda and Acid Wash: Concrete surfaces to receive plaster, paint or other finish, and which have been formed by oil coated forms, shall be scrubbed with a solution of 1-1/2 pounds of caustic soda to one gallon of water. Surfaces where smooth wood or waste molds have been furnished shall be scrubbed with a solution of 20 percent muriatic acid. Wash with clean water after scrubbing.

B. Sacking: Exposed concrete curbs, walls, and other surfaces shall be sacked by an application of Portland cement grout, floated, and rubbed. Sacking shall not be performed until patching and filling of holes has been completed. Entire sacking operation for any continuous area shall be started and completed within the same day.

1. Mix one part Portland cement and 1-1/2 parts fine sand with sufficient water to produce a grout having consistency of thick paint. Wet surface of concrete sufficiently to prevent absorption of water from grout. Apply grout uniformly with a brush or spray gun, then immediately float surface with a cork or other suitable float, scouring wall vigorously.

2. While grout is still plastic, finish surface with a sponge-rubber float, removing excess grout. Allow surface to dry thoroughly, then rub vigorously with dry burlap to completely remove dried grout. No visible film or grout shall remain after rubbing with burlap.

C. Sandblasting: Exterior concrete surfaces to receive stucco dash coat finish, where plywood or other smooth forms have been furnished, shall be uniformly sand-blasted with sharp quartz sand under sufficient air pressure to remove dirt, form oil and other foreign materials, and roughen surface to provide a proper bond. Such surfaces shall be thoroughly washed with clean water after sandblasting.

D. Abrasive: Concrete stair treads, landings, ramps and steps on interior and exterior of buildings, and interior exposed concrete floors in shop buildings shall receive an abrasive finish. Abrasive grains in amount of 30 pounds per 100 square feet shall be evenly installed by dust-on method and embedded into surface during first troweling operation. Additional abrasive grains, in amount of 30 pounds per 100 square feet, shall then be evenly installed and embedded into surface during final troweling operation.

E. Floor Hardener: Exposed interior concrete floors throughout shall be treated with floor hardener, as specified. Install hardener after surface of concrete has reached the point where no excess moisture is present, but while it is still plastic. Hardener shall be installed as follows:

1. Colored Hardener: Install at rate of 40 pounds per 100 square feet of surface for initial application.

2. Gray (natural) Hardener: Install at rate of 20 pounds per 100 square feet of surface for initial application.

3. Hardener shall be evenly distributed and thoroughly floated into surface mortar with a wood float. An additional 20 pounds of hardener, colored or gray, specified as above, shall be installed over each 100 square feet, and troweled to an even surface having uniform color and texture.

F. Cement Grout and Dry-Pack Concrete: Cement grout shall be mixed at the Project site and shall be composed of one volume of Portland cement and 2-1/2 volumes of fine aggregate. Materials shall be mixed dry with sufficient water added to make mixture flow under its own

weight. When grout is used as a dry pack concrete, add sufficient water to provide a stiff mixture, which can be molded into a sphere.

G. Broom Finish: Exterior stair treads and landings shall be provided with a non-slip broom finish in addition to abrasive finish specified.

H. Abrasive Stair Nosing: Nosing shall be installed according to manufacturers written recommendations.

3.06 EXPANSION AND CONSTRUCTION JOINTS

A. Construction Joints: Details and proposed location of construction joints shall be as indicated on the Drawings, located to least impair strength of structure, in accordance with the following:

1. Thoroughly clean contact surface by sand blasting entire surface not earlier than 5 days after initial placement.

2. A mix containing same proportion of sand and cement provided in concrete plus a maximum of 50 percent of coarse aggregate shall be placed to a depth of at least one inch on horizontal joints. Vertical joints shall be wetted and coated with a neat cement grout immediately before placing of new concrete.

3. Should contact surface become coated with earth, sawdust, or deleterious material of any kind after being cleaned, entire surface shall be re-cleaned before applying mix.

B. Expansion Joints: Provide expansion joints where indicated in walks and exterior slabs. Space approximately 20 feet apart, unless otherwise indicated. Joints shall extend entirely through slab with joint filler in one piece for width of walk or slab. Joint filler shall be 3/8 inch thick, unless otherwise indicated.

C. Tooled Joints: Slabs, walks and paving shall be marked into areas as indicated with markings made with a V-grooving tool. Marks shall be round-edged, free from burrs or obstructions, with clean cut angles and shall be straight and true. Walks, if not indicated, shall be marked off into rectangles of not more than 12 square feet and shall have a center marking where more than 5 feet wide.

3.07 TESTING

A. Molded Cylinder Tests:

1. Owner Consultant will prepare cylinders. Each cylinder shall be dated, given a number, point in structure from which sample was obtained, mix design number, mix design strength and result of accompanying slump test noted.

2. Separate tests of molded concrete cylinders obtained at same place and time shall be made at age of 3 days, 7 days, and 28 days. A strength test shall be the average of the compressive strength of 2 cylinders, obtained from the same sample of concrete and tested at 28 days or at test age designated for determination of f'c.

3. Test cylinders shall be prepared at the Project site and stored in testing laboratory in accordance with ASTM C 31, and tested in accordance with ASTM C 39.

B. Core Test: At request of the Architect, cores of hardened concrete shall be cut from portions of hydrated structures for testing, in accordance with CBC and ASTM C 42.

1. Provide 4 inch diameter cores at representative places throughout the structure as designated by the Architect.
2. In general, provide sufficient cores to represent concrete placed with at least one core for each 4,000 square feet of building area, and at least 3 cores total for each Project.
3. Where cores have been removed, fill voids with drypack, and patch the finish to match the adjacent existing surfaces.

C. Concrete Consistency: Measure consistency according to ASTM C 143. Test twice each day or partial day's run of the mixer.

D. Adjustment of Mix: If the strength of any grade of concrete for any portion of Work, as indicated by molded test cylinders, fall below minimum 28 days compressive strength specified or indicated, adjust mix design for remaining portion of construction so that resulting concrete meets minimum strength requirements.

E. Defective Concrete:
1. Should strength of any grade of concrete, for any portion of Work indicated by tests of molded cylinders and core tests, fall below minimum 28 days strength specified or indicated, concrete will be deemed defective Work and shall be replaced or adequately strengthened in a manner acceptable to the Architect and DSA.
2. Concrete Work that is not formed as indicated, is not true within 1/250 of span, not true to intended alignment, not plumb or level where so intended, not true to intended grades and levels, contains sawdust shavings, wood or embedded debris, or does not fully conform to Contract provisions, shall be deemed to be defective Work and shall be removed and replaced.

F. Concrete for Equipment Pads, Mechanical and Electrical Work: Unless otherwise indicated, strength shall be 3,000 psi concrete. Exposed concrete shall be provided with a hand trowel finish with radius corners and edges. Form and place concrete where necessary as described in Section 30 10 00: Concrete Forms and Accessories, and reinforced as described in Section 03 20 00: Concrete Reinforcement. Calcium chloride shall not be furnished in any concrete mix provided for the installation of underground electrical conduits. For concrete encasement of more than one conduit, furnish 3/4 inch to 1 inch aggregate as specified for concrete mix.

3.08 CLEAN UP

A. Remove rubbish, debris and waste materials and legally dispose of off the Project site.

3.09 PROTECTION

A. Protect the Work of this section until Substantial Completion.

END OF SECTION

SECTION 09 91 00
PAINTING

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Surface preparation and field painting of following:
   1. Exposed exterior items and surfaces.
   2. Exposed interior items and surfaces.
   3. Surface preparation, priming, and finish coats specified in this Section are in addition to shop priming and surface treatment specified in other Sections.

B. Paint exposed surfaces except where material is obviously intended and specifically noted as surface not to be painted.
   1. Where items or surfaces are not specifically mentioned, paint item or surface same as adjacent similar materials or surfaces whether or not schedules indicate colors.
      a. If system, color or finish is not designated, Architect will select from standard colors and finishes available.
   2. Refer to Finish Schedules and notations on Drawings.
   3. Painting includes field painting of exposed bare and covered pipes and ducts (including color coding), hangers, exposed steel and iron work, conduit, and primed metal surfaces of mechanical and electrical equipment.

C. Definition: Paint as used herein means coating systems materials, including primers, emulsions, enamels, stains, sealers and fillers, and other applied materials whether used as prime, intermediate, or finish coats.

D. Work Not to Be Painted: In general, following items will not require finishing unless specifically specified, scheduled, or indicated.
   1. Do not include painting when factory finishing or installer finishing is specified for such items as, but not limited to, following:
      a. Toilet compartments
      b. Acoustic materials
      c. Plastic laminate casework
      d. Finished mechanical and electrical equipment including light fixtures, switchgear and distribution cabinets.
      e. Factory-finished elevator doors and frames.
   2. Anodized aluminum, stainless steel, chromium plate, brass, bronze and similar finished materials.
   3. Do not paint moving parts of operating units, mechanical and electrical parts, such as valve and damper operators, linkages, sensing devices, motor and fan shafts.
   4. Do not paint over code required labels, such as Underwriters= Laboratories and Factory Mutual, or equipment identification, performance rating, name, or nomenclature plates.
   5. Concealed Surfaces: Painting is not required on wall or ceiling surfaces in concealed areas and inaccessible areas such as furred areas, pipe spaces, duct shafts and elevator shafts, as applicable to Project.

6. Paint exposed piping, equipment, and other such items as required.
7. Walking surfaces (except painted concrete curbs).
8. Portland Cement Plaster (Stucco):
    a. Do not paint integrally colored polymer-modified (acrylic) finish.
        1) In lieu of painting, apply fog coat to integrally colored Portland cement plaster in accordance with plaster specification section.

E. Shop Priming: Unless otherwise specified, shop priming of ferrous metal items is included under various sections for structural steel, metal fabrications, hollow metal work, and similar items.
    1. Includes shop priming for shop fabricated or factory built mechanical and electrical equipment or accessories.

1.02 SUBMITTALS

A. Product Data: For each paint system specified; include block fillers and primers.
    1. Material List: Provide inclusive list of required coating materials.
        a. Indicate each material and cross-reference specific coating, finish system, and application.
        b. Identify each material by manufacturers catalog number and general classification.
    2. Manufacturers Information: Provide manufacturers technical information, including label analysis and instructions for handling, storing, and applying each coating material proposed for use.
    3. Certification by manufacturer that products supplied comply with local regulations controlling use of Volatile Organic Compounds (VOC).

B. Samples for Verification: After receipt of Architect's Color Schedule, submit samples for Architect's review of color and texture only.
    1. Provide stepped Samples, defining each separate coat, including block fillers and primers.
        a. Use representative colors when preparing Samples for review.
        b. Resubmit until required sheen, color, and texture are achieved.
    2. Provide list of materials and applications for each coat of each sample.
        a. Label each sample for location and application.
    3. Submit Samples on following substrates for Architect=s review of color and texture only.
        a. Provide minimum of four 8-1/2 by 11 inch painted samples of each color and material, with texture to simulate actual conditions.
        b. Resubmit samples as requested by Architect until acceptable sheen, color, and texture is achieved.
        c. On concrete masonry and plaster (or stucco), provide minimum of four 4 inch square samples of masonry or plaster for each type of finish and color, defining filler, prime and finish coat.
        d. Do not proceed with painting work until color samples have been accepted.

1.03 QUALITY ASSURANCE

A. Codes and Standards: Conform work and materials to regulations of State Fire Marshal, Safety Color Coding in conformance with OSHA, and local or State Ordinances having jurisdiction.
   1. Conform to most stringent requirements and authorities having jurisdiction.

B. Regulatory Requirements: Comply with applicable codes and regulations of governmental agencies having jurisdiction including those having jurisdiction over airborne emissions and industrial waste disposal.
   1. Where those requirements conflict with this Specification, comply with more stringent provisions.
   2. Regulatory changes may affect formulation, availability, or use of specified coatings.
      a. Confirm availability of coatings to be used prior to Project bid and before start of painting on Project.
   3. Comply with current applicable regulations of California Air Resources Board (CARB), South Coast Air Quality Management District (SCAQMD), and Environmental Protection Agency (EPA) as applicable.

C. Field Sample: When and as directed by Architect, apply one complete coating system for each color, gloss and texture required.
   1. When approved, sample panel areas will be deemed incorporated into Work and will serve as standards by which subsequent Work of this Section will be judged.

D. Approved Equal: Provide materials or products specified by trade name as specified.
   1. Interpret references to brand names as establishing standard of quality
      a. Such interpretation is not to be construed as limiting competition.
   2. Presume brand names, where used in specifications, to be followed by words or approved equal.
   3. Such approval will be granted only as set forth in Contract Documents and with certification that materials submitted are equal or superior to brand named in specifications in construction, efficiency, and utility.
      a. In making submittals for approval as equal, include manufacturer's product data sheet for each product indicating composition and percent by weight.

1.04 DELIVERY AND STORAGE

A. Deliver materials to Project Site in original, new and unopened packages and containers bearing manufacturer's name and label, and following information:
   1. Name or title of material.
   2. Product Description (Generic Classification or Binder Type).
   3. Federal Specification number, if applicable.
   4. Manufacturer's stock number and date of manufacturer.
   5. Manufacturer's name.
   6. Contents by volume, for major pigment and vehicle constituents.
   7. Thinning instructions.
   8. Application instructions.
   9. Color name and number.
   10. VOC Content.

B. Storage: Store paint materials in single suitable place in compliance with health and fire regulations.
   1. Keep such storage place neat and clean.
   2. Clean, repair, and refinish damage to storage area or to its surroundings to satisfaction of Owner.
   3. Remove oily rags, waste, and like materials from building each night and take every precaution to avoid danger of fire.

1.05 PROJECT CONDITIONS

A. Apply primers and paints only when temperature of surfaces to be painted and surrounding air temperatures are within range permitted by paint manufacturer's printed instructions.

B. Do not apply paint in rain, fog or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5EF; or to damp or wet surfaces, unless otherwise specified by paint manufacturer.

C. Painting may be continued during inclement weather if areas and surfaces to be painted are enclosed and heated within temperature limits specified by paint manufacturer during application and drying periods.

D. Painting Work by Other Trades: Examine Drawings and Specifications, including requirements specified in other sections for painting work by other trades.
   1. Notify Architect in writing of conflicts between work of this section and that of other trades and sections, and errors, omissions, or impractical requirements.
   2. Paint or finish surfaces that are left unfinished by requirements of their specification as work of this section.

PART 2 PRODUCTS

2.01 MATERIAL QUALITY

A. Provide best quality commercial grade of various types of coatings as regularly manufactured by acceptable paint materials manufacturers.
   1. Materials not displaying manufacturer's identification as standard, best-grade product will not be acceptable.

B. Unless otherwise specified or approved, use paint products of one manufacturer.
   1. Provide oils, thinners, dryers, primers and catalysts as approved for use by manufacturer of paint.

C. Provide paints of durable and washable quality.
   1. Do not use paint materials which will not withstand normal washing as required to remove pencil marks, ink, or ordinary soil, without showing discoloration, loss of gloss, staining, or other damage.

D. Provide undercoat paint produced by same manufacturer as finish coat.

1. Use only thinners approved by paint manufacturer and use only within recommended limits.

E. Do not use paints in Work which have been packaged over six months, except such products as are known to have long package stability when unopened, and then only when guaranteed by manufacturer.

2.02 MANUFACTURERS

A. Manufacturer's catalog names and numbers are used to aid in establishing kind and quality of material required and are not used as indication of color desired.

B. Opaque Paint and Hardwood Transparent Finish Materials: Systems specified herein generally are products of Dunn-Edwards.
   1. Equivalent opaque and hardwood transparent finish products manufactured by one of following will be acceptable, subject to conformance with specified requirements:
      a. Frazee Paint
      b. Pittsburgh Paints, div. of PPG Industries
      c. Sherwin-Williams Company
      d. Vista Paint

C. Stain (Softwoods): Softwood stains, semi-transparent and heavy-bodied, manufactured by above or following will be acceptable, subject to conformance with specified requirements:
   1. Cuprinol
   2. Samuel Cabot
   3. Olympic

2.03 COLORS AND FINISHES

A. Surface treatments and finishes are shown on Drawings and indicated in Schedules on Drawings.
   1. Paint colors are shown on Architect's Color Schedule.

B. As directed by Architect, some detail and trim may be dark tone.

C. Colors required or listed by Architect are not necessarily stock colors available in one particular manufacturers range.
   1. Non-availability of colors selected by Architect will be sufficient reason to disqualify manufacturer not capable of providing such colors.

D. Paint Coordination: Provide finish coats which are compatible with prime paints used.
   1. Review other sections of these specifications in which prime paints are to be provided to ensure compatibility of total coatings system for various substrates.
   2. Upon request from other subcontractors, furnish information on characteristics of specified finish materials, to ensure that compatible prime coats are used.
   3. Provide barrier coats over incompatible primers or remove and reprime as required.
   4. Notify Architect in writing of anticipated problems using specified coating systems

with substrates primed by others.

2.04 PAINTABLE CAULK

A. Acrylic latex, one-part, non-sag, mildew resistant, non-bleeding and non-staining, acrylic emulsion compound conforming to ASTM C 834, Type OP, Grade NS, formulated to be paintable.
   1. For use as interior caulk in non-working joints only.
   2. Must be able to accommodate joint movement of not more than 5 percent in both extension and compression for total of 10 percent.
   3. Backup and Bond Breaker: Products recommended by manufacturer
   4. Provide one of following products.
      a. AC-20: Pecora Corporation.
      b. Bostik Home Painter's Caulk: Bostik Construction Products.
      c. GE RCS20: Momentive Performance Materials

PART 3 EXECUTION

3.01 EXAMINATION

A. Examine substrates and conditions under which painting will be performed for compliance with requirements for application of paint.
   1. Do not begin paint application until unsatisfactory conditions have been corrected and surfaces receiving paint are thoroughly dry.

B. Starting of painting will be construed as applicator=s acceptance of surfaces and conditions within particular area.

3.02 SURFACE PREPARATION

A. Clean and prepare surfaces to be painted following paint manufacturer's written instructions and as specified, for each particular substrate condition.

B. Clean surfaces to be painted before applying paint or surface treatments.
   1. Remove oil and grease prior to mechanical cleaning.
   2. Program cleaning and painting so contaminants from cleaning process will not fall onto wet, newly-painted surface.

C. Clean floors and surfaces in room being painted of loose dirt and dust before painting is started.

D. Moisture Content: Measure moisture content of surfaces using electronic moisture meter.
   1. Do not apply finishes unless moisture content of surfaces are below maximum levels specified, or as otherwise recommended by manufacturer.

E. Remove hardware, hardware accessories, switch and receptacle plates, surface-mounted lighting fixtures, finish frames of recessed lighting fixtures, escutcheons and plates, surface-mounted equipment, free-standing equipment blocking access to painted surfaces,

grilles and louvers at ducts opening into finished spaces, and other items as required prior to surface preparation and painting operations.

1. Following completion of painting of each space or area, reinstall removed items.

F. Provide barrier coats over incompatible primers or remove and reprime.

G. Gypsum Board: Remove dust, loose particles or other matter that would prevent proper paint adhesion.

1. Check to see that joints and screw heads have been properly covered with joint compound and sanded smooth and flush with adjacent surfaces.
2. Before finishing untextured smooth gypsum board, use damp sponge along edge of joints where nap of paper has been raised by sanding.

H. Wood: Ensure that surfaces are clean and dry.

1. Sandpaper wood (except saw-textured wood, if specified) smooth to provide even surface and then dust off and wipe clean.
2. Touch up knots and pitch pockets with shellac on interior wood and with outside sealer on exterior work.
3. After priming coat has been applied, thoroughly fill nail holes, irregularities and cracks; use plastic wood filler for stained or natural finish and putty for painted work.

I. Wood Doors: Remove scuffs, handling marks, scratches, raised grain, burnishes and effect of exposure to moisture that may have occurred during handling, unloading and storage by sanding with 3/0 or 5/0 sandpaper.

1. Seal tops, bottoms, and cutouts of unprimed wood doors with heavy coat of varnish or sealer (as recommended by paint manufacturer) immediately on delivery.

J. Cementitious Materials:

1. Plaster Surfaces: Fill holes, cracks and abrasions with plaster patching compound, properly prepared, applied and smoothed off to match adjoining surfaces.
   a. Do not use sandpaper on plaster surfaces.
   b. Allow plaster surfaces that are to receive enamel finishes to cure for at least three weeks.
2. Concrete and Masonry: Properly prepare surfaces where efflorescence exists with approved acid base wash.
   a. Fill minor surface defects and cracks with mixture of acrylic paint and spackling compound.
   b. Clean off efflorescence.
3. Determine alkalinity and moisture content of surfaces by performing appropriate tests.
   a. If surfaces are sufficiently alkaline to cause finish paint to blister and burn, correct condition before application.
   b. Do not paint surfaces where moisture content exceeds that permitted in manufacturer=s written instructions.

K. Ferrous Metals: Clean ungalvanized ferrous-metal surfaces that have not been shop coated; remove oil, grease, dirt, loose mill scale, and other foreign substances.

1. Use solvent or mechanical cleaning methods that comply with Society for Protective

Coatings (SSPC) recommendations.
2. Where rust or scale is present, wire brush and sandpaper clean.
3. Clean field welds and abraded portions of field welded and erected ferrous metal components.

L. Galvanized Surfaces: Clean galvanized surfaces with non-petroleum-based solvents so surface is free of oil and surface contaminants.
1. Remove pretreatment from galvanized sheet metal fabricated from coil stock by mechanical methods.
2. Spot prime field connections, welds, soldered joints, and burned and abraded portions.
3. Sand or etch factory finished surfaces indicated to be repainted to increase adherence of finish coats.

M. Paintable Caulk Installation:
1. Comply with general sealant installation requirements in Section 07 92 00.
2. Use only for caulking of following joints in dry areas:
   a. Between gypsum board walls and woodwork or millwork
   b. Perimeter caulking of interior door and window frames
3. Joint Design: Width of joint should be approximately 12 times anticipated movement and fall within range of 1/4 inch to 3/4 inch

3.03 EXISTING PAINTED SURFACES

A. Before painting or finishing over existing paint or finishes, paint small inconspicuous locations representing each condition to test for compatibility.
1. If problems are encountered, do not proceed without Architect's instructions.

B. Previously Painted Surfaces to Receive New Paint Coatings: Clean, prepare and repaint existing materials as indicated.
1. Sand rough areas and feather edge chipped paint.
2. Spackle and sand nail holes and like defects.
3. Wash existing painted surfaces with strong solution of biodegradable detergent and rinse with clean water.
4. Allow surfaces to dry thoroughly before paint is applied.
5. Clean and dust surfaces thoroughly and spot prime bare, abraded or touched-up areas.

C. Where existing paint is essentially sound, remove only loose and peeling paint, rust, oil, grease, dirt, and other substances which would affect bond or appearance of new paint.

D. Do not apply water-base paints over existing oil-based painted surfaces unless surface has been Ascuff-sanded and properly primed with paint manufacturer's recommended primer.
1. Test original surfaces to verify where oil-based paints were used.

E. Apply coatings conforming to respective schedules listed herein, except that pretreatments, sealers, fillers and prime coats need not be provided on surfaces where existing coatings are soundly adhered and in good condition.

F. Where patching occurs in painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch.
   1. Provide additional coats until patch blends with adjacent surfaces.
   2. Paint entire wall or ceiling surface to nearest outside or inside corner.

G. Metal Surfaces: If existing finish is sound and shows only normal chalking, sand lightly and dust.
   1. Wherever existing finish is badly checked, cracked, alligatored, peeling or in general poor condition completely remove existing finish by liquid remover or other means.

H. Concrete:
   1. Sound but chalky use approved surface conditioner.
   2. Light chalky scrub with stiff fiber brush.
   3. Heavily chalked, blistered, alligatored, cracked, loose, or scaling sandblast clean.
   4. Fill minor cracks.
   5. Replace loose or defective concrete with L.M. Scofield Co., Speed Crete or approved equal.

I. Plaster: Clean by washing with mild alkali and rinse thoroughly.
   1. Remove loose, blistered or otherwise defective paint, smooth and feather edges by sanding.
   2. Strip plaster on which existing paint is loose, peeling, shows poor adhesion, checking, or is otherwise unsuitable for painting to bare plaster.
   3. Cut out and fill plaster cracks with plaster patching compound.
   4. Spot prime plaster patches.

3.04 MATERIAL PREPARATION

A. Mix and prepare painting materials following manufacturer's directions.

B. Store materials not in actual use in tightly covered containers.
   1. Maintain containers used in storage, mixing and application of paint in clean condition, free of foreign materials and residue.

C. Stir materials before application to produce mixture of uniform density, stir as required during application.
   1. Do not stir surface film into material.
   2. Remove film and, if necessary, strain material before using.

D. Use only thinners approved by paint manufacturer, and only within recommended limits.

3.05 APPLICATION

A. Apply paint following manufacturer's directions.
   1. Use applicators and techniques best suited for substrate and type of material being applied.
   2. Mix to proper consistency.

3. On brush-applied work brush out smooth leaving minimum of brush marks, with paint uniformly flowed on.

B. Do not paint over dirt, rust, scale, grease, moisture, scuffed surfaces, and conditions otherwise detrimental to formation of durable paint film.

C. Apply paint to clean, dry, prepared surfaces only.
   1. Apply paint material evenly, smoothly flowed on without runs, sags, or holidays.

D. Provide finish coats compatible with primers used.

E. Minimum Coating Thickness: Apply each material at not less than manufacturer's recommended spreading rate, to provide total dry film thickness of not less than 5.0 mils for entire coating system of prime and finish coats for 3-coat work.
   1. Provide total dry film thickness of not less than 3.5 mils for entire coating system of prime and finish coat for 2-coat work.

F. Number of coats and film thickness required is same regardless of application method.
   1. Do not apply succeeding coats until previous coat has cured as recommended by manufacturer.
   2. Sand between applications where sanding is required to produce an even smooth surface following manufacturer’s direction.

G. Apply additional coats when undercoats, stains or other conditions show through final coat of paint, until paint film is of uniform finish, color and appearance.
   1. Give special attention to ensure that surfaces, including edges, corners, crevices, welds, and exposed fasteners, receive dry film thickness equivalent to that of flat surfaces.
   2. Number of coats specified are minimum to be applied.
   3. Apply additional coats in event full coverage is not obtained or required total thickness of paint does not comply with mil thickness recommended by paint manufacturer.

H. Block Fillers: Apply block fillers to concrete masonry block at rate to ensure complete coverage with pores filled.

I. Transparent (Clear) Finishes: Use multiple coats to produce glass-smooth surface film of even luster.
   1. Provide finish free of laps, runs, cloudiness, color irregularity, brush marks, orange peel, nail holes, or other surface imperfections.

J. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces.
   1. Paint surfaces behind permanently fixed equipment or furniture with prime coat only before final installation of equipment.

K. Included Work:
   1. Field fitted doorsCfinish tops, bottoms, and edges of doors same as balance of door

after door has been fitted by Carpenter.
2. Doors open into rooms or spaces having different finishesCfinish edges of communicating doors as directed.
3. Where walls are specified to be painted, include columns, arises, reveals, soffits, returns, and like.

L. Priming: Where shop coats and touch-up painting are specified under other sections of Work, omit prime coat.
1. Prime ungalvanized ferrous metals.
2. Prime doors requiring paint, as soon as possible after delivery to job.
a. Prime edges created by louver and glazing cut-outs.

M. Signs, Numbers and Graphics: Obtain services of professional sign painter for application of painted signs, numbers and graphics.

N. Completed Work: Match approved samples for color, texture, and coverage.
1. Remove, refinish, or repaint work not in compliance with specified requirements.

3.06 CLEANING AND PROTECTION

A. Cleanup: At end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Site.

B. Protection: Protect work of other trades, whether being painted or not, against damage by painting.
1. Correct damage by cleaning, repairing, replacing, and repainting, as acceptable to Architect.

C. Protect floors and adjacent surfaces from paint smears, spatters, and droppings.
1. Use drop cloths to protect floors.
2. Cover fixtures and mask off areas where required.

D. Provide WET PAINT signs and barricades to protect newly painted finishes.
1. Remove temporary protective wrappings provided by others for protection of their work, after completion of painting operations.

E. At completion of work of other trades, touch-up and restore damaged and defaced painted surfaces.

3.07 MAINTENANCE STOCK

A. Upon completion of Work of this Section, deliver to Owner extra stock of one gallon of each color, type, and gloss of finish (topcoat) paint used in Work, tightly sealing each container, and clearly labeling with contents and location where used.

3.08 PAINT SYSTEM SCHEDULES GENERAL

A. Provide following paint systems for substrates indicated.

1. Products must meet or exceed current applicable regulations listed in Article 1.04

3.09 SCHEDULE OF EXTERIOR PAINT SYSTEMS:

A. **Paint System Type 1:**
1. Type and Gloss: 100% Acrylic, Flat
2. Use: Cement Plaster, Cement Board

a. 1st Coat:	ESPR00 Eff-Stop Premium
b. 2nd and 3rd Coats:	EVSH10 Evershield Exterior Flat Premium

B. **Paint System Type 2**:
1. Type and Gloss: 100% Acrylic, Flat
2. Use: Concrete Masonry Units

a. 1st Coat:	SBPR00 Smooth Blocfil Premium
b. 2nd Coat:	SSHL10 Spartashield Flat

C. **Paint System Type 3:**
1. Type and Gloss: 100% Acrylic, Flat
2. Use: Brick Masonry, Concrete

a. 1st Coat:	ESPR00 Eff-Stop Premium
b. 2nd Coat:	EVSH10 Evershield Exterior Flat Premium

D. **Paint System Type 4:**
1. Type and Gloss: Enamel, Gloss or Semi-Gloss, as indicated.
2. Use: Wood, Wood Doors, Medium Density Overlay (MDO) Doors
3. Application Method on Doors: Shortnap roller

a. 1st Coat:	EXPR00 E-Z Prime Premium
b. 2nd and 3rd Coats:	EVSH60 Evershield Exterior Gloss Premium
b. 2nd and 3rd Coats:	EVSH50 Evershield Exterior Semi-Gloss Premium

E. **Paint System Type 5:**
1. Type and Gloss: Enamel, Gloss or Semi-Gloss, as indicated
2. Use: Galvanized Metal, Aluminum

a. Pretreatment	SC-ME-01 Krud Kutter Metal Clean & Etch

b. 1st Coat:	UGPR00 Ultra-Grip Premium
c. 2nd and 3rd Coats:	EVSH60 Evershield Exterior Gloss Premium
c. 2nd and 3rd Coats:	EVSH50 Evershield Exterior Semi-Gloss Premium

F. **Paint System Type 6:**

1. Type and Gloss: Enamel, Gloss or Semi-Gloss, as indicated.
2. Use: Ferrous Metal

a. 1st Coat:	BRPR00-1-WH White Bloc-Rust Premium *or* BRPR00-1-RO Red Oxide Bloc-Rust Premium
b. 2nd and 3rd Coats:	EVSH60 Evershield Exterior Gloss Premium
b. 2nd and 3rd Coats:	EVSH50 Evershield Exterior Semi-Gloss Premium

G. **Paint System Type 7:**

1. Type and Gloss: 100% Acrylic, Flat
2. Use: Galvanized Metal and Aluminum

a. Pretreatment	SC-ME-01 Krud Kutter Metal Clean & Etch
b. 1st Coat:	UGPR00 Ultra-Grip Premium
c. 2nd and 3rd Coats:	EVSH10 Evershield Exterior Flat Premium

H. **Paint System Type 8:**

1. Type and Gloss: 100% Acrylic, Flat
2. Use: Ferrous Metal

a. 1st Coat:	BRPR00-1-WH White Bloc-Rust Premium *or* BRPR00-1-RO Red Oxide Bloc-Rust Premium
b. 2nd Coat:	EVSH10 Evershield Exterior Flat Premium

I. **Paint System Type 9:**

1. Type and Gloss: Semi-Transparent, Satin Finish

2. Use: Exterior Wood - Stain Finish

a. One Coat:	OKON Weatherpro WPT-3

J. **Paint System Type 10:**

1. Type and Gloss: Solid-Body Stain, Satin Finish
2. Use: Exterior Wood - Stain Finish

a. Two Coats:	SSHL10 Spartashield Flat

K. **Paint System Type 11:**

1. Type and Gloss: Gloss, Semi-Gloss, or Satin, as indicated
2. Hardwood, Natural Finish

a. One Coat:	Valspar, Zenith WB Wiping Stain
b. 2nd and 3rd and 4th Coats:	McCloskey Spar Varnish - MC-80-6539 Gloss
b. 2nd and 3rd and 4th Coats:	McCloskey Spar Varnish MC-80-6537 Semi-Gloss
b. 2nd and 3rd and 4th Coats:	McCloskey Spar Varnish 6535 Satin
NOTE: *McCloskey Spar Varnish is self sealing and Sanding Sealer is not necessaryCUse 3 coat finish system*	

3.10 SCHEDULE OF INTERIOR PAINT SYSTEMS:

A. **Paint System Type 12 (PSG):**

1. Type and Gloss: Semi-Gloss Finish
2. Use: Plaster, Concrete, Brick

a. 1st Coat:	UGPR00 Ultra-Grip Premium
b. 2nd Coat:	W603 Ecoshield Semi-Gloss *or* SPMA50 Suprema Interior Semi-Gloss

B. **Paint System Type 13 (PSG):**

1. Type and Gloss: Semi-Gloss Finish
2. Use: Concrete Block

a. 1st Coat:	W6329 Concrete Block Filler
b. 2nd and 3rd Coats:	

	W603 Ecoshield Semi-Gloss *or* SPMA50 Suprema Interior Semi-Gloss

C. **Paint System Type 14 (PSG):**

1. Type and Gloss: Semi-Gloss Finish
2. Use: Wood and Hardboard; Wood Doors, Opaque (Medium Density Overlay, or as specified)
3. Roller Application on doors by shortnap roller.

a. 1st Coat:	W600 Ecoshield Zero-VOC Latex Primer
b. 2nd and 3rd Coats:	W603 Ecoshield Semi-Gloss *or* SPMA50 Suprema Interior Semi-Gloss

D. **Paint System Type 15 (PSG):**

1. Type and Gloss: Semi-Gloss Finish
2. Use: Galvanized and Aluminum Metal

a. Pretreatment:	SC-ME-01 Krud Kutter Metal Clean & Etch
b. 1st Coat:	UGPR00 Ultra-Grip Premium
c. 2nd and 3rd Coats:	W603 Ecoshield Semi-Gloss *or* SPMA50 Suprema Interior Semi-Gloss

E. **Paint System Type 16 (PSG):**

1. Type and Gloss: Semi-Gloss Finish
2. Use: Ferrous Metal

a. 1st Coat:	BRPR00-1-WH White Bloc-Rust Premium *OR* BRPR00-1-RO Red Oxide Bloc-Rust Premium
b. 2nd and 3rd Coats:	W603 Ecoshield Semi-Gloss *or* SPMA50 Suprema Interior Semi-Gloss

F. **Paint System Type 16A (PSG):**

1. Type and Gloss: Semi-Gloss Finish
2. Use: Ferrous Metal (interior stair framing)

	Carboline 859 VOC

a. 1st Coat: (shop primer)	
b. 2nd and 3rd Coats:	SPMA50 Suprema Interior Semi-Gloss

G. **Paint System Type 17 (PSG):**
1. Type and Gloss: Semi-Gloss Finish
2. Use: Gypsum Board

a. 1st Coat:	W600 Ecoshield Zero-VOC Latex Primer
b. 2nd and 3rd Coats:	W603 Ecoshield Semi-Gloss *or* SPMA50 Suprema Interior Semi-Gloss

H. **Paint System Type 18 (PE):**
1. Type and Gloss: Eggshell Finish
2. Use: Plaster, Concrete, Brick

a. 1st Coat:	UGPR00 Ultra-Grip Premium
b. 2nd and 3rd Coats:	W602 Ecoshield Low Sheen

I. **Paint System Type 19 (PE):**
1. Type and Gloss: Eggshell Finish
2. Use: Concrete Block

a. 1st Coat:	W6329 Concrete Block Filler
b. 2nd and 3rd Coats:	W602 Ecoshield Low Sheen *or* SPMA40 Suprema Low Sheen

J. **Paint System Type 20 (PE):**
1. Type and Gloss: Eggshell Finish
2. Use: Gypsum Board

a. 1st Coat:	W600 Ecoshield Zero-VOC Latex Primer
b. 2nd and 3rd Coats:	W602 Ecoshield Low Sheen *or* SPMA40 Suprema Low Sheen

K. **Paint System Type 21 (PF):**
1. Type and Gloss: Flat Finish
2. Use: Plaster, Concrete, Brick

a. 1st Coat:	UGPR00 Ultra-Grip Premium

L. **Paint System Type 22 (PF):**
1. Type and Gloss: Flat Finish
2. Use: Concrete Block

a. 1st Coat:	W6329 Concrete Block Filler
b. 2nd and 3rd Coats:	W601 Ecoshield Flat *or* SPMA10 Suprema Interior Flat

M. **Paint System Type 23 (PF):**
1. Type and Gloss: Flat Finish
2. Use: Gypsum Board

a. 1st Coat:	W600 Ecoshield Zero-VOC Latex Primer
b. 2nd and 3rd Coats:	W601 Ecoshield Flat *or* SPMA10 Suprema Interior Flat

N. **Paint System Type 24 (PG):**
1. Type and Gloss: Gloss Finish
2. Use: Wood

a. 1st Coat:	Rust-Oleum Griptec S30
b. 2nd and 3rd Coats:	Rust-Oleum Sierra Gloss S39

O. **Paint System Type 25 (PG):**
1. Type and Gloss: Gloss Finish
2. Use: Ferrous, Galvanized, Aluminum Metal

a. Pretreatment:	SC-ME-01 Krud Kutter Metal Clean & Etch
b. 1st Coat:	Rust-Oleum Griptec S30
c. 2nd and 3rd Coats:	Rust-Oleum Sierra Gloss S39

P. **Paint System Type 26 (EP):**
1. Type and Gloss: Epoxy Enamel
2. Use: Plaster and Concrete

	Carboline Brand
a. 1st Coat:	Sanitile 120
b. 2nd and 3rd Coats:	Carboguard 954 HB

Q. **Paint System Type 27 (NFPL):**

1. Type and Gloss: 40 Sheen
2. Use: HardwoodCLight Stain Finish - Precatalyzed Lacquer

	Valspar Brand
a. Stain Coat	Zenith Waterborne Wiping Stain (Color as scheduled)
b. 2nd and 3rd and 4th Coats:	Zenith Waterborne Precatalyzed Lacquer [1]
NOTES: *1. Valspar Zenith Waterborne Precatalyzed Lacquer is self sealing and Sanding Sealer is not necessaryCuse 3 coat finish system.* *2. Apply Valspar VSP 0109 Paste Wood Filler on open grain wood*	

R. **Paint System Type 28 (SF):**

1. Type and Gloss: Semi-transparent, Satin Finish
2. Use: SoftwoodCStain Finish

a. 1st Coat:	V109 Stainseal
b. 2nd Coat:	Defthane DEF-1 Satin

3.11 SPECIAL TREATMENTS OF SPECIFIC SURFACES:

A. Mechanical and Electrical Work:

1. General: Paint exposed exterior and interior plumbing, heating and electrical factory-primed equipment, apparatus, conduits, pipes and fittings, supports and hangers and other unfinished surfaces of mechanical and electrical work.
2. Equipment in Finished Rooms: Paint wall and ceiling grilles and diffusers, door louvers, panelboard fronts and other equipment having factory primed finish for field painting, occurring in rooms other than storage, mechanical and custodial.
3. Paint diffusers, grilles and speakers in ceilings to match ceiling color.
4. Equipment on Roof: Paint mechanical and electrical equipment, ducts, vents and like, occurring on roof with paint system as specified for metal flat finish.

B. **Paint System Type 30 (FB):**

1. Type and Gloss: Flat Black
2. Use:
   a. Ducts visible through grilles and registers
   b. Reveals at ceiling edges
   c. Structure visible through glass above ceiling line, unless indicated otherwise.

3. Pretreatment:	UGPR00 Ultra-Grip Premium
4. 1st Coat:	W601 Ecoshield Flat *or* SPMA10 Suprema Interior Flat

C. Door Signs and Numbers: Paint door signs and numbers, in characters 1-1/2 inches high as follows:
   1. Verify number and lettering with Owner before painting.
      a. Three digit numbers both sides of each classroom door.
      b. Names on exterior side of each other door.

D. Gymnasium Backstop Superstructures and Winch HousingsCInterior:
   1. Interior paint system Type 28.
   2. Color: White, except where noted otherwise.

E. **Paint System Type 31 (NO):**
   1. Type and Gloss: Natural Oil Wood Finish
   2. Use: Exterior Wood

a. Two Coats:	Varathane Pro Oil, SG Satin
b. Apply per manufacturer's directions.	

F. **Paint System Type 32 (F):**
   1. Type and Gloss: Dryfall Flat Finish
   2. Use: Exposed Overhead Steel StructureCZinc coated metal, Aluminum, and Primed Steel:

a. 1st Coat:	UGPR00 Ultra-Grip Premium
b. 2nd Coat:	W6079 Aquafall Flat
c. Color as Indicated	

G. **Paint System Type 33 (EP):**
   1. Type and Gloss: Waterborne Epoxy, Gloss Finish
   2. Use: Concrete Floors:

a. 1st Coat:	Rust-Oleum System 40 Epoxy Floor Coating with AUltrawear additive@
b. 2nd Coat:	Rust-Oleum System 40 or System 42 Epoxy Floor Coating

H. **Paint System Type 34 (AT):**
   1. Type and Gloss: Flat Finish
   2. Use: Acoustical Tile:

a. One Coat:	W615 Acoustikote Flat Ceiling Paint

I. **Paint System Type 35 (FR):**

1. Type and Gloss: Clear Finish
2. Use: Fire Retardant Paint:

a. One Coat:	BarFlame BP133A
b. Apply per manufacturer's recommendations to achieve required flame spread classification.	

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J. Basketball BackboardsCExterior:
1. Exterior Paint System Type 5
2. Color: White, except where noted otherwise.

K. **Paint System Type 36 (AMD):**
1. Type and Gloss: Flat Finish
2. Use: Acoustic Metal Deck:

a. Pretreatment:	SC-ME-01 Krud Kutter Metal Clean & Etch
b. 1st Coat:	W6079 Aquafall Flat
c. 2nd Coat:	W6079 Aquafall Flat
NOTE: *Paint test area prior to full application to verify paint system does not bridge perforations in deck.*	

L. **Paint System Type 37 (GM):**
1. Type and Gloss:
2. Use: Decorative Metal Fence and Gates, Metal Gates at Mechanical or Equipment Yards, and Galvanized Steel Handrails:

	Carboline Brand
a. Pretreatment:	Galoseal WB Wash Primer
b. 1st and 2nd Coats:	Carbothane 133 MC Semi-Gloss

M. **Paint System Type 38 (UGM):**
1. Type and Gloss:
2. Use: Steel Handrails (Ungalvanized):

	Carboline Brand
a. 1st Coat:	Carbozinc 859 VOC on new steel (SSPC SP 6 Finish) Carboguard 890 VOC on existing steel (SSPC SP 2 or SP 3)
b. 2nd and 3rd Coats:	Carbothane 133 MC Semi-Gloss

N. **Paint System Type 39 (TP):**

1. Type and Gloss:
2. Use: Concrete Play CourtsCStriping:

a. One Coat:	W801 Vin-L-Stripe Marking Paint

3. Allow concrete to cure as required by paint manufacture before applying paint.
4. Cleaning: Sweep and clean surface to eliminate loose material and dust.
5. Apply paint with mechanical equipment to produce uniform straight edges.
   a. Use painting equipment, masking and templates specifically designed for this purpose.
   b. Protect adjoining work from damage
6. Layout play courts to exact requirements of Owner.
   a. Verify layout line widths, and colors prior to painting

END OF SECTION

SECTION 10 14 00
SIGNAGE

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Exterior Signage:
   1. Accessibility Signage.
   2. Metal Dimensional Characters.
   3. Traffic Control Signage.

B. Interior Signage:
   1. Accessibility Signage.
   2. Room Capacity Signage.

C. Metal Plaques.

D. Life Safety Signages.

1.02 REFERENCES

A. The publications listed below form a part of this Section to the extent referenced. The publications are referred to in the text by the basic designation only. Refer to Division 01 for definitions, acronyms, and abbreviations.

B. Unless otherwise noted, standards, manuals, and codes refer to the latest edition of such standards, manuals, and codes.

C. Accessibility Guidelines for Construction Documents:

1. **Signage and Graphics:**

   Raised Characters shall comply with **CBC Section 11B-703.2:**

   Depth: it shall be 1/32" (0.8 mm) minimum above the background and shall be sans serif uppercase and duplicated in Braille.

   Height: it shall be 5/8" (15.9 mm) minimum and 2" (51mm) maximum based the height of the upper case letter "I". CBC Section 11B-703.5.1

   Proportions: It shall be selected from fonts where the width of the letter "O" is 60% minimum and 110% maximum of the height of the letter "I". Stroke thickness of the uppercase letter "I" shall be 15% maximum of the height of the character.

   CBC Sections 11B-703.2.4 and 11B-703.2.6

   Character spacing: Spacing between individual raised characters shall comply with **CBC Section 11B-703.2.7 and 11B-703.2.8**

Format: Text shall be in a horizontal format. **CBC Section 11B-703.2.9**

Braille: It shall be contracted (Grade 2) and shall comply with **CBC Sections 11B-703.3and CBC Table and Figure 11B-703.3.1**. Braille dots shall have a domed or rounded shape and shall comply with **CBC Table and Figure 11B-**703**.3.1.**

Mounting Height: Tactile characters on signs shall be located 48" minimum to the baseline of the lowest Braille cells and 60" maximum to the base line of the highest line of raised characters above the finish floor or ground surface. **CBC Section and figure 11B-703.4.1.**

Mounting Location: A tactile sign shall be located per **CBC Section and Figure 11b-703.4.2** as follows:

Alongside a single door at the latch side.

On the inactive leaf at double doors with one active leaf,

To the right of the right hand door at double doors with two active leafs.

On the nearest adjacent wall where there is no wall space at the latch side of a single door or at the right side of double doors with two active leafs.

So that a clear floor space of 18"x18" minimum, centered on the tactile characters, is provided beyond the arc of any door swing between the closed position and 45 degree open position.

Visual Characters shall comply with CBC Section 11B-703.5 and shall be 40" minimum above finish floor or ground.

Pictograms shall comply with **CBC Section 11B-703.6**

Variable message signs shall comply with **CBC Section 11B-604.8.1**

D. Referenced Standards:

1. ADA – Americans with Disabilities Act - 2010 Standards for Accessible Design.
2. ADAAG – Accessibility Guidelines for Buildings and Facilities.
3. ASTM A53/A53M – Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless.
4. ASTM A123/A123M – Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
5. ASTM A283/A283M – Standard Specification for Low and Intermediate Tensile Strength Carbon Steel Plates.
6. ASTM A500/A500M – Standard Specification for Cold-Formed Welded and Seamless Carbon Steel Structural Tubing in Rounds and Shapes.
7. ASTM B209 – Standard Specification for Aluminum and Aluminum-Alloy Sheet and Plate.

8. ASTM B221 – Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes.
9. ASTM E84 – Standard Test Method for Surface Burning Characteristics of Building Materials.
10. ASTM F593 – Standard Specification for Stainless Steel Bolts, Hex Cap Screws, and Studs.
11. AWS D1.1 – Structural Welding Code – Steel.
12. AWS D1.2 – Structural Welding Code – Aluminum.
13. 2010 California Building Code.
14. 2010 California Electrical Code.
15. MUTCD – Manual on Uniform Traffic Control Devices.
16. NFPA 80, 4.1.4 – Signage on Fire Doors.
17. NFPA 101 – Life Safety Code.
18. UL 924 – Emergency Lighting and Power Equipment.
19. UL 1994 – Low Level Path Marking and Lighting Systems.
20. UL Building Materials Directory.

1.03 SUBMITTALS

A. General: Submit in accordance with Division 01.

B. Product Data: Submit manufacturer's descriptive literature and product specification for each product.

C. Shop Drawings: Submit shop drawing for each sign and plaque to show construction, sections, text, character spacing, and mounting details.

D. Samples: Submit sign and plaque colors, designs and sizes as specified in this Section for review.

1.04 QUALITY ASSURANCE

A. Manufacturer Qualifications: Firm specializing in manufacturing products specified in this Section with a minimum 5 years experience.

B. Regulatory Requirements:

1. Accessibility Signage, General: Provide signage in accordance with California Code of Regulations, Title 24, Part 2, Chapter 11B, Section 11B-703, 2016 California Building Code.
    a. The International Symbol of Accessibility shall be the standard used to identify facilities that are accessible to and usable by physically disabled persons.
    b. Finish, Color, and Contrast: Characters, symbols, and their backgrounds shall have a non-glare finish. Characters and symbols shall contrast with their background and

unless otherwise noted, characters and figures shall be white on blue background. Blue shall be Color No. 15090 in accordance with FED STD 595B.

c. Proportions: Visual characters on signs shall be selected from fonts where the width of the uppercase letter "O" is 60 percent minimum and 110 percent maximum of the height of the uppercase letter "I". Stroke thickness of the uppercase letter "I" shall be 15 percent maximum of the height of the character.

d. Braille Symbols: Comply with CBC 11B-703.3. California Contracted Grade 2 Braille. Dots shall be 1/10 inch on centers in each cell with 2/10-inch space between the cells, measured from the second column of dots in the first cell to the first column of dots in the second cell. Dots shall be raised a minimum of 1/40 inch above the background. Braille dots shall be domed or rounded.

2. Accessibility Signage:

a. Area of Refuge Signage: Section 1009 "Accessible Means of Egress". Section 1009.6, "Areas of Refuge", 1009.9, "Signage".

b. Tactile Exit Signage: Chapter 10 "Means of Egress," Section 1013 "Exit Signs," Article 1013.1 "Where Required," and Article 1013.4 "Raised character and braille exit signs".

1) Tactile signs required by Section 1013.4 need not be provided with illumination.

2) Tactile Stairway Signs (DSA-AC & SFM Requirements): Article 11B-504.8 "Floor identification".

c. Other Accessible Signage: Chapter 11B, "Accessibility to Public Buildings, Public Accommodations, Commercial Buildings and Publicly Funded Housing".

1) Sanitary Facilities Signage: "Toilet and bathing facilities (Sanitary Facilities)," Article 11B.703.7.2.6, "geometric symbols."

2) Elevator and Lift Signage: "Elevators and Platform (Wheelchair) Lifts," 11B-411.2.3 "Doorjamb Marking."

3) Telephone Signage: "Other Building Components," Article 11B.703.7.2.2, "Signage."

4) Detailed Requirements for Accessible Signage: Section 11B, "Communication Elements and Features," Article 11B.703, "Signs."

a) Sign Finish: Article 11B.703.6.2 "Finish and Contrast."

b) Character Proportions: Article 11B.703.5.4 "Proportions."

c) Character Height: Article 11B.703.2.5 "Character Height."

d) Raised and Pictorial Signs: Article 11B.703.2 "Raised Characters and Pictorial Symbol Signs."

e) Braille Signs: Article 11B.703.3.1 "Braille."

f) Sign Mounting: Section Article 11B.703.4 "Mounting Location and Height."

g) Symbols: Article 11B.703.7.2.1 "Symbols of Accessibility."

h) International Symbol of Accessibility: Section 11B.703.7, Figure 11B.703.7.2.1 "International Symbol of Accessibility."

i) Entrance Signs: Article 11B.703.4.2 “Entrance Signs.”

j) Assistive Listening Symbol: Section 1117B, Article 11B.703.7.2.4 “Assistive Listening Systems.”

5) Stairway Accessibility Signage: Section 11B-504 “General Accessibility for Entrances, Exits, and Paths of Travel.”

a) Tactile Floor Signage: Article 11B-504.8 “Tactile Floor Designation Signs in Stairways.”

b) Stairway Striping: Article 11B-504.4.1 “Striping for the Visually Impaired.”

6) Site Accessibility Signage: “Exterior Routes of Travel,” Article 1127B.3, “Signs.”

7) Accessible Parking Signage: Section 11B-502.6 “Accessible Parking.”

8) Post or Pylon Mounted Signs: Article 1116A.4 “Free-Standing Signs.”

d. Field Inspection: Signs and identification shall be field inspected after installation and approved by the enforcing agency, in accordance with Section 11B-703.1.1.2 & 1703.2 “Written Approval”.

3. Exit Signage: Provide signage in accordance with California Code of Regulations, Title 24, Part 2, 2022 California Building Code, Chapter 10 “Means of Egress,” Section 1013 “Exit Signs”.

a. Illuminated Exit Signs: Article 1013.1 “Where Required,” Article 1013.3 “Illumination,” Article 1013.5 “Internally Illuminated Exit Signs,” and Article 1013.6 “Externally Illuminated Exit Signs.”

b. Floor Exit Signs (SFM Requirement): 1013.7, Section 11B-703.1 “Floor-Level Exit Signs.”

c. Path Marking Signs (SFM Requirement): 1013.8, Section 11B-703.1 “Path Marking.”

d. Stairway Signs: Section 11B-703.1 “Floor Identification Signs.”

4. Traffic Control Signage:

a. General: Provide traffic control signages in accordance with MUTCD.

b. Size: Provide in accordance with MUTCD Table 2B-1 using minimum size specified or where no minimum sizes are specified, use size for conventional roads.

5. Wind Load Requirements: Exterior signages shall be designed to resist wind loads in accordance with CBC.

6. Electrical Materials and Components: Provide in accordance with California Electrical Code and NFPA 70.

C. Pre-Installation Meetings:

1. Conduct pre-installation meeting in accordance with provisions of Division 01.

2. Convene pre-installation meeting one week prior to commencing work of this Section.

3. Coordinate work in this Section with work in related Sections.

1.05 DELIVERY, STORAGE, AND HANDLING

A. Comply with requirements of Division 01.

B. Deliver products in manufacturer's original containers, dry and undamaged, with seals and labels intact.

C. Storage and Protection: Store materials in a dry secure place. Protect from weather, surface contaminants, corrosion, construction traffic, and other potential damage.

PART 2 PRODUCTS

2.01 MANUFACTURERS

A. Acceptable Manufacturer:

1. APCO, Full View Series, to match existing campus standard; phone: 877.988.2726, URL: www.apcosigns.com.

2.02 MATERIALS

A. Acrylic Plastic: Non-glare finish acrylic with integral color. Thickness shall be 1/8 inch.

B. Aluminum: ASTM B209 for sheet or plate; ASTM B221 for extrusions, and ASTM B26/B26M for castings. Aluminum extrusions shall be 1/8-inch-thick minimum. Wall and post mounted panels shall be 0.080-inch-thick minimum. Aluminum panels shall have an acrylic polyurethane paint finish.

C. Steel Posts: ASTM A53/A53M, Type E or S, Grade B; galvanized 1-1/2-inch nominal pipe size (NPS), Schedule 40. Provide 1/8-inch-thick steel cap (ASTM A283/A283M) welded to top of post. Galvanize post and cap to minimum G50 in accordance with ASTM A123/A123M.

D. Vinyl Sheet for Graphics: Precision cut with reflective surface; 5-to-7-year premium type; shall be in accordance with flammability requirements of ASTM E84; minimum 0.003-inch film thickness. Film shall include a precoated pressure sensitive adhesive backing or positionable pressure sensitive backing. Film shall be as manufactured 3M or accepted equal.

E. Anchors and Fasteners: Stainless steel conforming to ASTM F593.

2.03 EXTERIOR SIGNAGE

A. Accessible Signage: Provide the following signages in accordance with ADAAG and 2016 CBC.

1. Entrance to Parking Lot Sign: 17 inches wide by 22 inches high (minimum) metal panel, reflectorized sign mounted on a single post with text “UNAUTHORIZED VEHICLES PARKED IN DESIGNATED ACCESSIBLE SPACES NOT DISPLAYING DISTINGUISHING PLACARDS OR SPECIAL LICENSE PLATES ISSUED FOR PERSONS WITH DISABILITIES WILL BE TOWED AWAY AT OWNERS EXPENSE. TOWED VEHICLES MAY BE RECLAIMED AT _ One Civic Center Plaza, Irvine, CA 92606-5208 OR BY TELEPHONING _949-724-7000.”
2. Accessible Parking Stall Sign: Provide a 12-inch wide by 18 inch high metal panel, reflectorized International Symbol of Accessibility sign, mounted on a single post, at every accessible parking stall. The bottom of the sign shall be mounted 80 inches above the finish grade.

3. Van Accessible Parking Stall Sign: Provide 12 inches wide by 18 inches high metal panel, reflectorized International Symbol of Accessibility sign, mounted on a single post for each van accessible parking stall. Text shall occur below the symbol and read “RESERVED PARKING”. Mounted on the same post, below this sign, a sign of the same width and required height shall display the text “VAN ACCESSIBLE”. The bottom of the sign shall be mounted 80 inches minimum above the finish grade.
4. Sign for Parking Violation Fine: An additional sign or additional language below the symbol of accessibility shall state “Minimum Fine $250.”
5. Accessible Route Signage: Provide where accessible route of travel diverges from the regular circulation path along or leading to an accessible route of travel, entrance or facility. Sign shall display the International Symbol of Accessibility, shall indicate the direction to accessible entrances and facilities, and shall comply with the requirements of CBC Sections 11B-206.
6. Building Entrance: Provide a 6-inch square International Symbol of Accessibility plaque for public entrances.
    a. At Solid Wall Surfaces: Minimum 1/8-inch thick, non-glare finish acrylic with integral color and inlaid copy.
    b. At Glass Surfaces: Vinyl decal applied to exterior surface of glass.
7. Functional Room Signage: Provide acrylic plastic room signage with inlaid characters raised 1/32-inch, upper case, sans serif type with corresponding California Contracted Grade 2 Braille. Raised characters shall be at least 5/8 inch high, but no higher than 2 inches. Color selections from manufacturer’s full range of colors. Color contrast between characters/symbols and the background shall be 70 percent minimum per ADAAG 4.30.5.

B. Exterior Metal Dimensional Characters:
1. Manufacturers:
    a. Gemini Sign Letters.
    b. Or accepted equal.
2. Material: ASTM B209 water jet cut aluminum plate or ASTM B26/B26M cast aluminum.
3. Font: Helvetica Medium, all capital letters, 1 inch thick, 5/8-inch-thick strokes.
4. Finish: Clear anodized finish or factory paint finish.

C. Traffic Control Signage: Provide the following signages in accordance with MUTCD where indicated on the drawings, as manufactured by Hawkins or accepted equal.
1. Stop Sign: MUTCD R1-1.
2. Do Not Enter Sign: MUTCD R5-1.
3. One Way Sign: MUTCD R6-2.
4. No Parking/Passenger Drop-off Sign: Similar to MUTCD R8-1 except that text shall be “NO PARKING PASSENGER DROP-OFF ONLY”.

2.04 INTERIOR SIGNAGE

A. Accessible Signage: Provide the following signages in accordance with ADAAG and CBC where indicated on Drawings:

1. Material: Acrylic plastic.
2. Color: White symbols and characters on contrasting background. Color contrast between characters/symbols and the background shall be 70 percent minimum per ADAAG 4.30.5. Colors as selected by Architect from manufacturer's full range of colors.
3. Mounting Height:
    a. Doors: Mount signs centered in the width of door 60 inches above the finished floor.
    b. Walls: Mount signs on wall at 60 inches above the finished floor to the center line of sign on the latch side of the door where a person may approach within 3 inches of signage without encountering protruding objects or standing in the swing of the door.
4. Restroom Signage:
    a. Men's Restroom First Sign (door mounted): Provide for each men's restroom door (where scheduled) an equilateral triangle with 12-inch-long sides, vertex pointing up. Provide a raised international symbol of accessibility, centered on the triangle at restrooms equipped for the disabled.
    b. Men's Restroom Second Sign (wall mounted): Provide for each men's restroom (where scheduled) 6 inch wide by 10-inch-high acrylic plaque 1/32-inch raised male pictogram (minimum 6 inch high) inlaid and centered at the top of the sign; 5/8 inch high by 1/32 inch raised, inlaid characters below the pictogram to read "MEN"; corresponding California Contracted Grade 2 Braille 3/8 inch – 1/2 inch below text. Provide a 1/32-inch raised pictogram of the international symbol of accessibility beside the male pictogram at restrooms equipped for the disabled.
    c. Women's Restroom First Sign (door mounted): Provide for each women's restroom door (where scheduled) a 12-inch diameter circle. Provide a raised international symbol of accessibility, centered on the circle at restrooms equipped for the disabled.
    d. Women's Restroom Second Sign (wall mounted): Provide for each women's restroom (where scheduled) 6 inch wide by 10-inch-high acrylic plaque 1/32-inch raised female pictogram (minimum 6 inch high) inlaid and centered at the top of the sign; 5/8 inch high by 1/32 inch raised, inlaid characters below the pictogram to read "WOMEN"; corresponding California Contracted Grade 2 Braille 3/8 inch – 1/2 inch below text. Provide a 1/32-inch raised pictogram of the international symbol of accessibility beside the female pictogram at restrooms equipped for the disabled.
    e. Unisex Restroom First Sign (door mounted): Provide for each unisex restroom door (where scheduled) a 12-inch diameter circle with an equilateral triangle superimposed within the circle. Provide a raised international symbol of accessibility, centered on the triangle, at restrooms equipped for the disabled. Triangle shall contrast with the circle a minimum of 70 percent.
    f. Unisex Restroom Second Sign (wall mounted): Provide for each unisex restroom (where scheduled) 6 inch wide by 10-inch-high acrylic plaque, 1/32-inch raised paired male and female pictogram (minimum 6 inch high) imprinted and centered at the top of the sign; 1 inch high by 1/32 inch raised text below the pictogram shall read

"RESTROOM"; with corresponding Contracted Grade 2 Braille 3/8 inch – 1/2 inch below text. Provide 1/32-inch raised pictogram of the international symbol of accessibility beside the male and female pictogram at restrooms equipped for the disabled.

5. Functional Room Signage, General: Provide room signage with inlaid characters raised 1/32-inch, upper case, sans serif type with corresponding California Contracted Grade 2 Braille. Raised characters shall be at least 1 inch high, but no higher than 2 inches. Color contrast between characters/symbols and the background shall be 70 percent minimum per ADAAG 4.30.5.
6. Room Identification Signage:
    a. Holder shall be extruded aluminum with square profile and natural satin anodized finish. Size: 4 inches high by 4 inches wide.
    b. ADA insert shall be photo-etched polymer 2-inch-high band applied to non-glare clear lens. Numerals shall be 5/8.
    c. Paper inserts for interior signs shall be generated in house and inserted through top slot (inner access).
    d. Signs shall have APCO Notifier bar below for attachments. Bar shall have natural satin anodized finish. Signs that mount to glass shall have matching glass backup plate to cover reverse side of sign. Signs shall be attached with double-faced vinyl tape.
    e. Locations: All interior rooms except utility rooms.
7. Room Identification signage – Utility Rooms:
    a. Holder shall be extruded aluminum with square profile and natural satin anodized finish. Size: 4 inches high by 6 inches wide.
    b. Insert shall be photo-etched polymer for interior applications and etched zinc plate for exterior applications.
    c. Inserts shall be held in place with tamper resistant pin lock closures. Font shall be 5/8 caps.
    d. Font color shall be 01 White against A54 Graphite background. On smooth surfaces, mount signs with double-faced vinyl tape. On rough surfaces and wall coverings, mount signs with tamper-resistant screws.
8. Assistive Listening Signage: Provide sign notifying availability of assistive listening system, 14 inch wide by 8-inch-high acrylic plaque with 1/32-inch raised international symbol of access for hearing loss imprinted centered at the top of the sign and 1/32 inch raised characters below with text "ASSISTIVE LISTENING DEVICE AVAILABLE FROM SCHOOL PERSONNEL".
9. Wheelchair Lift Signage: Provide sign notifying availability of wheelchair lift, 7 inch wide by 10 inch high acrylic plaque with 1/32-inch raised international symbol of accessibility, 1/32 inch raised characters, and corresponding California Contracted Grade 2 Braille below with text "WHEEL CHAIR LIFT TO STAGE".

10. Tactile Exit Signage: Provide acrylic plaque tactile exit signs with at least 1 inch high but no higher than 2-inch-high text and corresponding California Contracted Grade 2 Braille 3/8 inch below the text as follows:
    a. At each grade-level exit door with text “EXIT”.
    b. At each exit door that leads directly to a grade-level exterior exit by means of a stairway or ramp with appropriate text such as “EXIT STAIR DOWN”, “EXIT RAMP DOWN,” “EXIT STAIR UP,” or “EXIT RAMP UP.” At exit discharge level, door sign shall include a raised five-pointed star located to the left of the identifying floor level.
    c. At each exit door that leads directly to a grade-level exterior exit by means of an exit enclosure or an exit passageway with text “EXIT ROUTE”.
    d. At each exit door through a horizontal exit with text “TO EXIT”.
11. Area of Refuge Signage: Provide the following signs, in compliance with CBC Article 1009.9. “Signage”.
    a. Illuminated sign, mounted at or below 80 inches above finished floor at the entrance to the Area of Refuge with text “AREA OF REFUGE”. Sign shall be UL listed and internally illuminated with red or blue LED lights that provide constant uniform illumination. Sign shall also have directional left and/or right arrows, as appropriate to the path of egress at the sign location.
    b. Tactile sign, mounted at or below 60 inches above finished floor on the door to the Area of Refuge with text “AREA OF REFUGE”. Sign text shall be in raised letters and corresponding California Contracted Grade 2 Braille. Sign shall comply with CBC Section 11B-703.5.
        1) Provide International Symbol of Accessibility on the door to the Area of Refuge.
    c. Instructional sign, mounted at or below 48 inches above finished floor on the wall next to the call box. Sign shall comply with CBC Article 1009.11. The instructions shall include all of the following information:
        1) Persons able to use the exit stairway do so as soon as possible, unless they are assisting others.
        2) Information on planned availability of assistance in the use of stairs or supervised operation of elevators and how to summon such assistance.
        3) Directions for use of the two-way communications system where provided.

B. Room Capacity Sign: Provide room capacity sign. Text for sign "THE NUMBER OF PEOPLE PERMITTED IN THIS ROOM SHALL NOT EXCEED ____ BY ORDER OF THE STATE FIRE MARSHAL".
    1. Blank Space Text: Coordinate text requirement for blank spaces with Architect.

2.05 METAL PLAQUES

A. Cast Metal Plaques.
    1. Materials: Prime aluminum (ASTM B26/B26M), 24 inches x 26 inches x 5/16 inch.
    2. Fabrication: Cast metal plaques shall have the logo, emblem, and artwork cast in the bas relief technique.

3. Border: Beveled with single line border.
4. Background: Background texture shall be leather.
5. Mounting: Mounting shall be concealed stud mount.
6. Finish: Aluminum with background sprayed dark gunmetal colored lacquer. Characters shall be satin polished and entire plaque sprayed with 2 coats clear lacquer.

2.06 LIFE SAFETY SIGNAGE

A. Exit Signs: Internally illuminated exit signs conforming to NFPA 101, Section 7.10.7; UL listed in accordance with UL 924, with wording in legible characters not less than 4 inch high and text "EXIT". Exit signs shall be hardwired and have battery back-up.

2.07 FABRICATION

A. Work shall be assembled in the shop, as far as practical, ready for installation at the site. Work that cannot be shop assembled be trial fit in the shop to ensure proper field assembly.

B. Drill or punch holes for bolts and screws; produce clean, true lines and surfaces.

C. Acrylic signs shall have inlaid acrylic copy/characters and Braille symbols as described in this Section.

1. Signage with removable inserts shall be constructed with a 1/16-inch-thick clear non-glare acrylic face over three-sided, 0.040 inch thick clear polycarbonate spacer over 1/8 inch thick integral color acrylic base. Each layer shall be attached with double sided clear tape. The subsurface of the spacer shall be painted to match the color of the base.

D. Aluminum welding shall be in accordance with AWS D1.2. Steel welding shall be in accordance with AWS D1.1. Welding shall be continuous along the entire area of contact. Grind smooth exposed welds.

E. Galvanized items shall be hot-dip process after fabrication if practical in accordance with ASTM A123/A123M.

F. Exposed work surfaces shall have a smooth finish, and exposed riveting shall be flush. Fastening shall be concealed where practical.

G. Joints exposed to the weather shall be formed to exclude water. Provide drainage and weep holes to prevent condensation buildup.

2.08 SHOP FINISHING

A. Surfaces of miscellaneous metal work, except nonferrous metal, corrosion resisting steel, and zinc-coated work, shall be given one coat of zinc-molybdate primer or an accepted rust-resisting treatment and metallic primer in accordance with manufacturer's standard practice.

B. Surfaces to be embedded in concrete shall not be painted.

C. Upon completion of work, damaged surfaces shall be recoated.

PART 3 EXECUTION

3.01 INSTALLATION

A. Install signs and plaques level and plumb.

B. Mount signposts directly into concrete foundation. Mount sign to post using tamper resistant mechanical fasteners as recommended by manufacturer and accepted by the Architect.

C. Metal Dimensional Characters: Mount to substrate with metal studs threaded into sign and silicone adhesive into metal wall receivers.

D. Exterior Accessible Building Entrance Signs, Restrooms Signs, and Functional Room Signs: Mount to exterior door and wall surfaces using tamper proof mechanical fasteners suitable for the mounting substrate as recommended by the manufacturer and accepted by the Architect.

E. Accessible Building Entrance Signs: Apply to exterior glass surfaces using vinyl decals.

F. Interior Restroom Signs, Functional Room Signs, Exit Signs, and Room Capacity Signs: Mount to door and wall surfaces with double faced adhesive foam tape strips and silicone adhesive.

G. Tactile Signage: Where a tactile sign is provided at a door, the sign shall be located alongside the door at the latch side. Where a tactile sign is provided at double doors with one active leaf, the sign shall be located on the inactive leaf. Where a tactile sign is provided at double doors with two active leafs, the sign shall be located to the right of the right-hand door. Where there is no wall space on the latch side of a single door or at the right side of double doors, signs shall be located on the nearest adjacent wall. Signs containing tactile characters shall be located so that a clear floor space of 18 inches minimum by 18 inches minimum, centered on the tactile characters, is provided beyond the arc of any door swing between the closed position and 45-degree open position.

3.02 ADJUST AND CLEAN

A. Clean and Touch-up: Remove all packing and protection blemishes and thoroughly clean and polish all finish surfaces. Restore any marred or abraded surfaces to their original condition by touching up in accordance with the manufacturer's recommendations. Touch-up shall not be obvious.

B. Defective Work: Remove and replace all defective work that cannot be properly repaired, cleaned or touched up, as directed by the Architect, with no additional cost to the Owner.

C. Protect installed work during the construction period to prevent abuse and damage.

3.03 CLEAN-UP

A. Upon completion of the work of this Section, remove all surplus materials, rubbish and debris from the premises.

END OF SECTION

SECTION 26 05 00
ELECTRICAL GENERAL PROVISIONS

PART 1 - GENERAL

1.01 SCOPE

A. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all operations in connection with furnishing, delivery, and installation of the work of this Section, complete, as shown on the Drawings and/or specified herein. Work includes, but is not necessarily limited to, the following:

1. Examine all other Sections for work related to those other Contract Document Sections and required to be included as work under this Section and this Division.
2. Electrical General Provisions and Requirements for electrical work.
3. Division-1; General Requirements; General Conditions.

B. Organization of the Specifications into Divisions, Sections and Articles, and arrangement of Drawings shall not control the Contractor in dividing the Contract Work among Sub-Contractors or in establishing the extent of work to be performed by any trade.

1.02 GENERAL SUMMARY OF ELECTRICAL WORK

A. The Specifications and Drawings are intended to cover a complete installation of systems. The omission of expressed reference to any item of labor or material for the proper execution of the work in accordance with present practice of the trade shall not relieve the Contractor from providing such additional labor and materials.

1. The Contract Document terms “Provide”, “Provided”, “Providing”, are each defined to mean individually and collectively: Contractor shall furnish, Contractor shall install, and Contractor SHALL CONNECT.

B. Refer to the Drawings and Shop Drawings of other trades for additional details, which affect the proper installation of this work. Diagrams and symbols showing electrical connections are diagrammatic only. Wiring diagrams do not necessarily show the exact physical arrangement of the equipment.

C. Before submitting a bid, the Contractor shall become familiar with all features of the Building Drawings and Site Drawings, which may affect the execution of the work. No extra payment will be allowed for failure to obtain this information.

D. If there are omissions or conflicts between the Drawings and Specifications, clarify these points with the Owner’s Representative before submitting bid and before commencing work.

E. Provide work and material in conformance with the Manufacturer’s published recommendations for respective equipment and systems.

1.03 LOCATIONS OF EQUIPMENT

A. The Drawings indicate diagrammatically the desired locations or arrangements of conduit runs, outlets, equipment, etc., and are to be followed as closely as possible. Proper judgment shall be exercised in executing the work to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference of structure conditions encountered.

B. In the event changes in the indicated locations or arrangements are necessary, due to developed conditions in the building construction or rearrangement of furnishings or equipment, such changes shall be made without cost to the Contract, providing the change is ordered before the conduit runs, etc., and work directly connected to same is installed and no extra materials are required.

C. Coordinate and cooperate in every way with other trades to avoid interference and assure a satisfactory job.

D. The location of the existing utilities, building, equipment, and conduit shown on the Drawings is approximate. Verify exact locations and routing of existing systems during pre-construction.
   1. Pothole all trench routes prior to digging the trench. Pothole at least 100 feet ahead of the actual trenching to allow space to alter the new conduit routing to accommodate existing conditions.
   2. In-buildings employ raceway/circuit tracers, x-ray visual detection, RF/ultrasound, electromagnetic circuit detection to avoid damaging existing hidden conditions.
   3. Repair/replace, without additional cost to the Contract, and to the satisfaction of the Owner any existing work damaged that was identified in the Record Drawings provided; Identified by the Owner's Representative; Identified by In-Building Investigation; Identified by the Underground Detection Services performed; or any existing work damaged as a result of failure to comply with all the Referenced Requirements.

E. Underground Detection Services Existing Utility Structures
   1. Detection/location services shall be provided utilizing the latest detection equipment available. Services shall be performed by a company regularly engaged in the business of existing Underground Utility Structure Detection for the past 5-years.
   2. Prior to excavation and prior to trenching and directional boring the following work shall be performed:
      a. Contractor to mark excavating, trenching and directional boring locations and indicate width and depth.
      b. Locate, by way of vertical and horizontal control dimensions, existing sub-grade petroleum product pipes, process piping, conduits, sewer, water, gas, storm drain, electrical, telephone, and irrigation lines in the affected areas of Contract Construction Work.
      c. Arrange and meet with the Owner's Representative to review existing underground conditions.
      d. The proposed location and route of each excavation shall be continuously surveyed along the entire excavation path using Ground-Penetrating Radar (GPR) operating from the surface grade. The GPR shall detect and map existing underground metal and non-metal, both private and public utility lines, pipes,

conduits, conductors, etc. The GPR shall identify the horizontal and vertical location of existing underground conditions located at a depth of up to three meters below finish grade and located with a vertical and horizontal accuracy within ±12-inches of actual condition. The Contractor shall add this information to the existing Conditions Site Plan.

3. Exercise extreme caution in directional boring, excavating and trenching on this site to avoid existing underground utilities and structures, and to prevent hazard to Personnel and/or damage to existing underground utilities or structures. The Contract Documents, Drawings and Specifications do not include necessary components for construction safety, which is the responsibility of the Contractor.
4. The Contractor shall contact Common Ground Alliance (CGA) telephone #811 "Know What's Below-Call Before You Dig" and Underground Service Alert (USA), not less than 72-hours prior to excavation. Contractor shall not excavate until verification has been received from CGA and USA that existing underground utilities serving the site have been located, identified, and marked.

F. The locations of existing in-building or underground utilities, where shown on Drawings, are shown diagrammatically and have not been independently verified by the Owner, the Owner's Representative, the Architect/Engineer. The Owner, the Owner's Representative, and the Owner's Architect/Engineer are not responsible for the location of existing utilities or structures, whether or not shown or detailed and installed under this or any other Contracts. The Contractor shall identify each existing utility line prior to cutting on excavation and mark the locations on the building's surfaces and ground surfaces of each existing circuit and utility line.

1.04 QUALITY ASSURANCE

A. Work and materials shall be in full accordance with the latest recommendations, Rules and Regulations. The following publications shall be included in the Contract Documents as Contract Requirements. If a conflict occurs between the publications and any other part of the Contract Documents, the Requirements describing the more restrictive provisions shall become the applicable Contract Definition and Requirement:

1. American National Standards Institute – ANSI.
2. California Code of Regulations Title 24.
3. California Part 3 "California Electrical Code" CEC, Title 24 and Title 8 "Division of Industrial Safety".
4. California Building Code – CBC.
5. California Fire Code – CFC
6. The National Electrical Code – NEC/NFPA 70.
7. International Building Code – IBC.
8. Underwriter's Laboratory – UL.
9. Other applicable State and Local Government Agencies Laws and Regulations.
10. Electrical Installation Standards National Electrical Contractors Association (NECA) and National Electrical Installation Standards (NEIS):
    a. NECA/NEIS-1: Standard of Practices for Good Workmanship in Electrical Construction.
    b. NECA/NEIS-101: Standard for Installing Steel Conduit (Rigid, IMC, etc.)
    c. NECA/NEIS and BICSI-568: Standard for Installing Commercial Building Telecommunications Cabling

B. All material and equipment shall be new and shall be delivered to the site in unbroken packages. All material and equipment shall be listed and labeled by Underwriters Laboratories or other recognized testing laboratories, where such listings are available. Comply with all Installation Requirements and restrictions pertaining to such listings.

C. Work and material shown on the Drawings and in the Specifications are new and included in the Contract unless specifically indicated as existing or N.I.C. (Not In Contract).

D. Keep a copy of all applicable Codes and Standards available at the job site at all times for reference while performing work under this Contract. Nothing in Plans or Specifications shall be construed to permit work not conforming to the most stringent of Building Codes.

E. Where a conflict or variation occurs between applicable Codes, Standards and/or the Contract Documents, the provisions of the most restrictive provision shall become the Requirement of the Contract Documents.

1.05 SUBMITTALS (ADDITIONAL REQUIREMENTS)

A. General

1. Review of Contractor's submittals is for general conformance with the design concept of the Project and general compliance with the information given in the Contract Documents. Any action shown is subject to the Requirements of the Plans and Specifications. Contractor is responsible for quantities; dimensions which shall be confirmed and correlated at the job site; fabrication processes and techniques of construction; coordination of work with that of all other trades and satisfactory performance of their work.
2. The Contractor shall review each submittal in detail for compliance with the Requirements of the Contract Documents prior to submittal. All submittals shall be in an electronic format. The burden of research, preparation of calculations and the furnishing of adequate and complete Shop Drawings information to demonstrate the suitability of Contractor's proposed substitutions and suitability of proposed deviations from the Contract Documents is the responsibility of the Contractor.
3. Departure from the submittal procedure will result in resubmittals and delays. Failure of the Contractor to comply with the Submittal Requirements shall render void any acceptance or any approval of the proposed variation. The Contractor shall then be required to provide the equipment or method without variation from the Contract Documents and without additional cost to the Contract.
4. The Contractor at no additional cost or delays to the Contract shall remove any work, material and correct any deficiencies resulting from deviations from the Requirements of the Contract Documents not approved in advance by the Owner prior to commencement of work.
5. Shop Drawings submitted by the Contractor, which are not specifically required for submittal by the Contract Documents, or Contractor Shop Drawings previously reviewed and resubmitted without a written resubmittal request to the Contractor, will <u>not</u> be reviewed, considered, or commented on. The respective Shop Drawing submittal/resubmittal will not be returned to the Contractor and will be destroyed without comment or response to the Contractor. The respective submittal shall be considered null and void as being <u>not</u> in compliance with the Requirements of the Contract Documents.

6. Refer to Section 013300 – Submittals, Shop Drawings, Product Data and Samples for Information and Requirements for Digital Submittals.

B. Shop Drawings

1. Shop Drawings shall include catalog data sheets, instruction manuals, Dimensioned Plans, Elevations, Details, Wiring Diagrams, and descriptive literature of component parts where applicable. Structural calculations and mounting details, signed by a Structural Engineer registered by the State of California, shall be submitted for all equipment weighing over 400-pounds, and shall be in compliance with Title 21 of the California Code of Regulations.
2. Paragraph numbers and Drawing Sheet numbers; the specific Shop Drawing is intended to represent. Shop Drawing pages/sheets submittals shall be sequentially numbered with unique alphanumeric numbering system to facilitate correspondence referencing identification of individual sheets. All submittals and Shop Drawings shall be in an electronic formatted.
3. The time required to review and comment on the Contractor's submittals will not be less than 14 calendar days, after receipt of the submittals at the office of FBA Engineering. The review of Contractor submittals and return to Contractor of submittals with review comments will occur in a timely manner conditioned upon the Contractor complying with all the following:
   a. The submittals contain complete and accurate information, complying with the Requirements of the Contract Documents.
   b. Contractor's submittals are each marked with Contractor's approval "Stamp", and with Contractor signatures.
   c. The submittals are received in accordance with a written, Shop Drawing submittal schedule for each submittal. The Contractor distributes the schedule not less than 35-calendar days in advance of the Shop Drawing Submittals, and the schedule identifies the calendar dates, the Contractor will deliver the various submittals for review.
4. Shop Drawings shall include the Manufacturers projected days for shipment from the factory of completed equipment, after the Contractor releases the equipment for production. It shall be the responsibility of the Contractor to ensure that all material and equipment is ordered in time to provide an orderly progression of the work. The Contractor shall notify the Owner's Representative of any changes in delivery, which would affect the project completion date.
5. Submittal Identification
   a. Each submittal shall be dated: with submittal transmission date; sequentially numbered and titled with submittal contents identification and applicable Specification/Drawing references *(i.e., Submittal dated: 5/12/19 Submittal #4 Contents: Branch Circuit Panelboards Sheet #E5.1 and Transformers Specification Section 260500 Paragraph 2.11, etc.)*.
   b. Each resubmittal shall be dated: with original submittal date and resubmittal transmission dates; sequentially numbered with original submittal number and sequential resubmittal revision number and titled with submittal contents identification and applicable Specifications/Drawing references *(i.e., Original Submittal Date: 5/12/19 Resubmittal Date: 10/9/19 Original Submittal #4 Resubmittal Revision R2 Contents: Transformer Resubmittal Specification Section - 260500 Paragraph 2.11, etc.).*

c. Contractor shall provide a written response narrative with each resubmittal. Describe each response-action, resubmittal addition, change and deletion. Correspond to each response to A/E specific review comment.

C. The Contractor shall be responsible for incidental, direct and indirect costs resulting from the Contractor's substitution of; or changes to; the specified Contract Materials and Work.

D. Portable or Detachable Parts: The Contractor shall retain in his possession and shall be responsible for all portable and detachable parts or portions of the installation such as fuses, keys, locks, adapters, locking clips, and inserts until final completion of Contract Work. These parts shall then be delivered to the Owner's Representative with an itemized receipt.

E. Record Drawings (Additional Requirements)

1. Provide and maintain in good order a complete set of Electrical Contract "Record" prints. Changes to the Contract to be clearly recorded on this set of prints. At the end of the project, transfer all changes in the form of an electronic format to the Owner's Representative.
2. The actual location and elevation of all buried lines, boxes, monuments, vaults, stub-outs and other provisions for future connections shall be referenced to the building lines or other clearly established base lines and to approved benchmarks. If any necessary dimensions are omitted from the Record Drawings, the Contractor shall, at the Contractor's own expense, do all excavation required to expose the buried work and to establish the correct locations.
3. The Contractor shall keep the "Record" prints up to date and current with all work performed.
4. Refer to Section 013300 – Submittals, Shop Drawings, Product Data and Samples for Information and Requirements for Digital Submittals.

1.06 CLEANING EQUIPMENT, MATERIALS, PREMISES

All parts of the equipment shall be thoroughly cleaned of dirt, rust, cement, plaster, etc., and all cracks and corners scraped out clean. Surfaces to be painted shall be carefully cleaned of grease and oil spots and left smooth, clean and in proper condition to receive paint finish.

1.07 JOB CONDITIONS - PROTECTION

Protect all work, materials and equipment from damage from any cause whatever and provide adequate and proper storage facilities during the progress of the work. Provide for the safety and good condition of all the work until final acceptance of the work by the Owner and replace all damaged or defective work, materials and equipment before requesting final acceptance.

1.08 EXCAVATION, CUTTING, BACKFILL AND PATCHING ADDITIONAL REQUIREMENTS

A. General

1. Perform excavation, cutting, backfill, core drilling, directional boring, and patching of the construction work required for the proper installation of the electrical work.
2. Patching shall be of the same material, thickness, workmanship, and finish as existing and accurately match-surrounding work to the satisfaction of the Owner's Representative.

3. Prior to penetrating, coring, drilling or cutting existing building elements, concrete and/or masonry, provide imaging equipment examinations of each specific location. The imaging process shall identify existing internal embedded components and locations, including structural elements/anchors, conduit, and piping that are present. Do not penetrate or damage the existing internal embedded elements. Imaging shall employ one of the following, with GPR methodology preferred:
    a. Non-invasive imaging employing high frequency, Ground Penetrating Radar (GPR), single side echo reflection technology.
    b. Non-invasive imaging employing x-ray radiography, through-and-through imaging technology.

B. Excavation Temporary Cover
1. Excavations for Contract Work occurring in streets, vehicular drive areas, parking lots, sidewalks; any paved surface; or any area accessible to the public; provide temporary steel plating and shoring support for the plates, to completely cover the excavations under one or more of the following conditions:
    a. Excavation shall not remain "open" for more than 4-calendar days; provide temporary plating.
    b. Excavation shall not be "open" over weekends (Saturday, Sunday) or Holidays; provide temporary plating.
2. The temporary plating shall be a minimum of 0.75-inch thickness steel, but in no case shall the thickness be less than required to support AASHO-H20 traffic loading.
3. Provide a minimum of two 100% open lane(s) (12 feet lane width) for vehicular traffic at all times during construction, for vehicle access to all areas.

1.09 IDENTIFICATION

A. Equipment Nameplates
1. Electrical equipment including switchgear, switchboards, electric panels and control panels, motor control centers, combination motor starters, transformers, disconnects, etc., shall each be labeled by the Manufacturer with “Electric-Arc-Flash” warning signs. The signs shall explain a hazard to personnel may exist if the equipment is worked on while energized or operated by personnel while energized. The sign shall instruct personnel to wear the correct protective equipment/clothing (PPE) when working “Live” or operating “Live” electrical equipment and circuits.
2. Nameplates shall be engraved laminated phenolic, rated UV-resistant for wet locations and outdoor locations, fade resistant. Shop Drawings with dimensions and format shall be submitted before installation. Attachment to equipment shall be with escutcheon pins, rivets, self-tapping screws or machine screws. Self-adhering or adhesive backed nameplates shall not be used.
3. Provide black-on-white laminated plastic nameplates engraved in minimum ¼-inch high letters to correspond with the designations on the Drawings. Provide other or additional information on nameplates where indicated.

B. Wire and Cable Identification
1. Provide identification on individual wire and cable including signal systems, fire alarm, electrical power systems (each individual phase, neutral and ground), empty conduit pull ropes, and controls circuit.

2. Permanent identification shall be provided at each termination location, splice location, pullbox, junction box and equipment enclosure.
    a. Individual wire and cable larger than #6AWG or 0.25-inch diameter, shall be provided with polypropylene identification tag holders, with yellow polypropylene tags interchangeable black alphanumeric characters, character height 0.25 inch. Attach identification tags with plastic "tie" wraps, minimum of two for each tag. As manufactured by Almetek Industries- "EZTAG" series; or TECH Products - "EVERLAST" Series.
    b. Individual wire and cable #6AWG and smaller or smaller than 0.25-inch diameter, shall be provided with water and oil resistant, flexible, self-laminating pressure sensitive machine embossed plastic tags that wrap a minimum of 360 degrees around the wire/cable diameter. The entire tag shall then be covered with a clear flexible waterproof plastic cover wrapped a minimum of 540 degrees around the wire/cable diameter and completely covering the identification. As manufactured by: Brady Identification; or 3M; or Panduit.
    c. Each identification tag location shall indicate the following information: circuit number, circuit phase, source termination and destination termination equipment name (or outlet number as applicable).
3. Install permanent identification after installation/pulling of wire/cable is complete, to prevent loss or damage to the identification.

C. Cardholders and cards shall be provided for circuit identification in panelboards. Cardholders shall consist of a metal frame retaining a clear plastic cover permanently attached to the inside of panel door. List of circuits shall be typewritten on card. Circuit description shall include name or number of circuits, area, and connected load.

D. Junction and pullboxes shall have covers stenciled with box number when shown on the Drawings, or circuit numbers according to panel schedule. Data shall be lettered in a conspicuous manner with a color contrasting to finish.

1.10 POWER OUTAGES

A. All Electrical Services (both line voltage and low voltage/signal) in all occupied facilities of the Contract Work are to remain operational during the entire Contract period. Any interruption of the electrical services for the performance of this work shall be at the convenience of the Owner and performed only after consultation with the Owner's Representative. Work involving circuit outages shall be only at such a time and of such a duration as approved in writing. Work involving circuit outages for the work required to connect new equipment and disconnect existing equipment shall be performed at the convenience of the Owner.

B. Contract Work involving outages or disruption of normal function in electrical power systems, telephone/communication systems, fire alarms, shall be performed during the following time periods. The Contract Work shall be phased to limit outages in the respective systems to the stated periods:
1. 11:30 p.m. Friday to 11:30 p.m. Sunday of the same weekend. Work shall occur on multiple weekend periods if a single weekend is not sufficient time to complete the work.
2. The Contract Work involving outages shall be phased in multiple work time units, to comply with the permitted outage limitations.

C. Work Involving System Outages to the building fire alarm system shall be performed only after consultation with the Owner and shall be only at such a time and of such duration as approved in writing. Contractor shall provide continuous "Fire-Watch" during fire alarm system outages and comply with AHJ "Fire-Watch" Requirements.

D. Provide overtime work; double shift work; nighttime work; Saturday, Sunday, and holiday work to meet outages schedule.

E. Provide temporary electrical power to meet the Requirements of this Article.

F. Any added costs to Contractor due to necessity of complying with this Article shall be included in the Contract Scope of Work.

G. When Electrical Work involving power disruptions to existing areas is initiated, the work shall proceed on a continuous basis without stopping until electric power is restored to the affected areas.

H. The Contractor shall request in writing to the Owner's Representative a minimum of 3-weeks in advance for any proposed electrical outage.

1.11 ASBESTOS, POLYCHLORINATED BIPHENYL (PCB) OR HAZARDOUS WASTE:

It is understood and agreed that this Contract does not contemplate the handling of asbestos, PCB or any hazardous waste material. If asbestos, PCB or any hazardous waste material is encountered, notify the Owner's Representative immediately. Do not disturb, handle or attempt to remove.

1.12 ELECTRICAL WORK CLOSEOUT

A. Prepare the following items and submit to the Owner's Representative before final acceptance.

1. Two copies of local and/or State Code Enforcing Authorities' final inspection certificates.
2. Copies of Record Drawings as required under the General Conditions, pertinent Division One Sections and Electrical General Provisions.
3. Two copies of all receipts transferring portable or detachable parts to the Owner's Representative when requested.
4. Notify the Owner's Representative in writing when installation is complete and that a final inspection of this work can be performed. In the event any defect or deficiencies are found during this final inspection they shall be corrected to the satisfaction of the Owner's Representative before final acceptance can be issued.

END OF SECTION 26 0500
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SECTION 26 05 01
BASIC ELECTRICAL MATERIALS AND METHODS

PART 1 - GENERAL

1.01 SCOPE

A. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all operations in connection with furnishing, delivery, and installation of the work of this Section, complete as shown on the Drawings and/or specified herein. Work includes, but is not necessarily limited to the following:

1. Examine all other Sections for work related to those other Sections and required to be included as work under this Section.
2. General Provisions and Requirements for electrical work.

1.02 SUBMITTALS (ADDITIONAL REQUIREMENTS)

Submit product data sheets for all outlet boxes, wiring devices, device plates, relays, contactors, timeswitches, and disconnects fuses.

PART 2 - PRODUCTS

2.01 OUTLET AND JUNCTION BOXES

A. General:

1. Flush or concealed outlet boxes and junction boxes.
   a. Non-masonry and/or non-concrete locations provide pressed steel boxes. Steel thickness not less than 0.062-inch, hot-dip galvanized. Knockout (KO) type with conduit entrances and quantities size to match conduits shown connecting to respective junction box and outlet box.
   b. UL-514 listed and labeled.
   c. Minimum required box depth is exclusive of extension-ring depth.
   d. Provide all boxes with matching cover plates. Cover plates shall be gasketed watertight in wet and outdoor locations.
   e. Boxes installed in masonry or concrete shall be UL "concrete-tight" approved for installation in concrete and shall allow the placing of conduit without displacing reinforcing bars.
2. Provide boxes of proper Code size for the number of wires or conduits passing through or terminating therein. In no case shall box be less than 4.0-inch square by 2.125-inches deep, unless specified elsewhere or noted otherwise on the Drawings. 2.5-inches minimum depth for box width's exceeding 2-gang.
3. Increase the minimum outlet box size to 4.69-inches square by not less than 2.125-inches deep, where one or more of the following conditions occurs:
   a. More than two conduits connect to the outlet box.
   b. Circuit or Conduit "homerun" connects to outlet box.
4. Signal, Communication and Low Voltage:
   a. Individual audio/visual, telephone, computer, or data outlets: 4.69-inches square by 2.125-inches deep minimum with two gang [single gang] gang extension ring on flush boxes.

b. Combination signal/telephone/data or computer outlets: 4.69-inches square by 2.125-inches deep minimum with 2-gang wide extension ring on flush boxes.

5. Junction boxes shall be sized to comply with the following:
   a. Code Requirements size based on the conduit quantities, conduit sizes and wire-fill connected to the junction box.
   b. Junction box minimum size shall not be less than 4.69-inches by 4.69-inches by 2.5-inches deep, but not less than size indicated on the Drawings or required by Code.
6. Provide extension rings on flush outlets to finish face of extension ring flush with finished building surfaces. Extension ring shall match outlet box construction and contain "attachment mounting-tabs" for wiring devices. Extension rings shall be "screw-attached" to respective outlet box and maintain "ground" bonding continuity.
7. Outlet boxes installed in outdoor locations, or in wet locations, or in concrete/ masonry, shall be cast-iron or cast-bronze, with threaded conduit hubs. UL rated for wet locations.
   a. Aluminum boxes shall NOT be in contact with concrete or masonry. Die-cast aluminum or cast aluminum water-tight electrical outlet boxes with threaded hubs may be provided as an alternate to cast-iron or cast-bronze outlet boxes, only where one or more of the following conditions occur:
      1) Outdoor locations above finish grade.
      2) Indoor wet locations surface or flush in walls or ceilings.
8. Provide solid gang boxes for three or more devices, typically for line and low voltage switches, receptacles, low voltage/signal outlets, etc. for mounting devices behind a common device plate.
9. Provide isolation barriers in outlet boxes:
   a. Between line voltage and low voltage devices.
   b. Where more than one device is installed in an outlet box.
   c. Between 277-volt and 120-volt devices.
   d. Between devices connected to emergency and non-emergency circuits of all voltages.
10. Outlet boxes installed penetrating into fire rated walls, fire rated floors, fire rated ceilings and all fire rated construction. The outlet boxes shall be UL listed, classified, and labeled, for fire rated and temperature rated penetration of the respective fire rated surface and fire rated construction. The outlet box fire rating and temperature rating shall equal or exceed the fire/temperature rating of the surface/construction being penetrated. Provide UL listed and labeled supple-mental fire and temperature protection to maintain ratings:
    a. Wall and ceiling penetrations, tumescent fire wrap (external or internal of outlet box).
    b. Floors provide subfloor supplemental fireproofing below floor box.
11. Specify electrical controls, switches and receptacles used by occupant to be located no more than 48-inch measure from the top of the devices and no less than 15-inch measured from the bottom of the device to the finished floor or platform.

B. Surface Outlet Boxes
   1. Surface mounted outlet boxes, cast iron Type FS or FD, with threaded hubs as required. Box interior dimensions and interior volume capacity not less than required for “press steel boxes”, and “sheet steel boxes”. Provide plugs in all unused openings. Provide weatherproof gaskets for all exterior boxes.

2.02 VANDAL-PROOF FASTENINGS

Provide approved vandal proof type screws, bolts, nuts where exposed to sight throughout the project. Screws for such items as switch plates, receptacle plates, fixtures, communications equipment, fire alarm, blank covers, wall and ceiling plates to be spanner head stainless steel, tamperproof type. Provide Owner with six screwdrivers for this type.

2.03 STRUCTURAL AND MISCELLANEOUS STEEL

Structural and miscellaneous steel used in connection with electrical work and located out-of-doors or in damp locations, shall be hot dip galvanized unless otherwise specified. Included are underground pull box covers and similar electrical items. Galvanizing averages 2.0 ounce per square foot and conforms to ASTM A123.

2.04 FLASHING ASSEMBLIES

A. General

1. Flashing shall be compatible with the material being penetrated and with the pipe passing through the flashing. Coordinate with and comply with Manufacturer's recommendations, for both the flashing and the material being penetrated.
2. Provide lead metal flashing assemblies at all roof penetrations, unless recommended otherwise by Manufacturer.
3. Seal the joint between the flashing and pipe passing through the flashing with waterproofing compound.
4. Lead flashing for roof penetrations, as manufactured by: Santa Rosa Lead Products; or Semco; or Flashco.

B. Storm Collars

1. In addition to penetration flashing, provide a storm-collar counterflashing for each roof penetration flashing. Shall attach to the structure of the penetration and form a water-tight “umbrella” counter flashing over the roof penetration flashing.
2. As manufactured by: STD-Storm collars; or ASI-Storm collars.

2.05 RELAYS, CONTACTORS, AND TIMESWITCHES

A. Contactors and/or Relays

1. Contactors and/or relays for control of lighting shall be 600-volt AC, electrically operated, and mechanically held units, open type for panel mounting with number of poles and of size as indicated on the Drawings. Provide auxiliary control relay for operation of each contactor and/or relay with a 2-wire control circuit.
2. Contactors and/or relays shall be mounted in panelboards in barriered section under separate hinged lockable doors or in contactor and/or relay cabinets as called for on the Drawings. Contactors and/or relays shall be installed on Lord sound absorbing rubber mounts.
3. Contactors and/or relays shall be Automatic Switch Co. Bulletin #920 Series for 2-pole and 3-pole, Automatic Switch Co. Bulletin 917 Series with poles as indicated on Drawings. Coil control circuit shall be independently fused, sized to protect coil.
4. Contactors and/or relays shall be equipped with a switch, in the proper configuration, to disconnect the control circuit controlling the coil of the respective device. Control circuit disconnect switch shall be labeled showing function of device.

2.06 DISCONNECTS (SAFETY SWITCHES)

A. General

1 Disconnect switches shall all be rated:

a. 600-volt 60Hz AC for all safety switches.

b. NEMA Type HD, quick-make, quick-break, H.P.-rated.

c. Fused Class "R", in NEMA Type I enclosure, lockable.

d. Number of poles and amperage as indicated on the Drawings.

2 Provide internal neutral bus, ground-lug and conductor landing lugs, size to match conductors shown on Drawings. Switch access door shall be interlocked with switch to prevent access inside switch when switch is “on” closed position.

3 Where enclosure is indicated W.P. (Weather-Proof) switches shall be rain-tight NEMA Type HD and NEMA 3R enclosure, lockable.

4 Maximum voltage, current and horsepower rating clearly marked on the switch enclosure and switches having dual element fuses shall have rating indicated on the nameplate.

5 Switch and fuses ampere rating shall also comply with Manufacturer recommendation for the connected load.

PART 3 - EXECUTION

3.01 GROUNDING (ADDITIONAL REQUIREMENTS)

A. Grounding shall be executed in accordance with all applicable Codes and Regulations, both State of California and Local Authorities Having Jurisdiction.

B. Each pullbox or any other enclosure in which several ground wires are terminated shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.

C. The maximum resistance to ground shall not exceed 25 ohms.

3.02 OUTLET AND JUNCTION BOXES

A. General:

1 Accurately place boxes and securely fastens to structural members. Where outlets are shown at same location but at different mounting heights, install outlets in one vertical line. Where outlets are shown at same location and mounting height, mount outlets as close together in a horizontal row as possible. Where the outlet boxes for switches and receptacles are shown at the same location and mounting height, mount in common outlet box with barriers between devices. Provide single piece multi-gang cover plate for close mounted outlet boxes. Where switches are shown on wall adjacent to hinge side of doors, box shall be installed to clear door when door is fully opened.

2 Flush mounted boxes shall be attached to not less than two parallel studs or structure members by means of metal supports. The supports shall span between and attach to the structure members.

3 Boxes above accessible ceilings shall be attached to structural members. Where boxes are suspended, they shall be supported independently of conduit system by

means of hanger rods and/or preformed steel channels. Boxes shall be supported independently of all piping, ductwork, equipment, ceiling hanger wires and suspended ceiling grid system.

4 Surface mounted outlets shall be attached to concrete or masonry walls by means of expansion shields.

3.03 PULLBOXES

A. General

1. Sizes as indicated on the Drawings and in no case of less size or material thickness than required by the Governing Code and AHJ.
2. Exercise care in locating pullboxes to avoid installation in drain water flow areas and to clear existing condition interferences.
3. UL listed and labeled for electrical circuits.

B. General Purpose Sheet Metal Pullbox

1. General purpose sheet steel pullboxes: Install only in dry protected locations with removable screw covers. Manufacturer's standard rust proofing and baked enamel finishes.
2. Weatherproof sheet steel pullboxes: Fabricate of Code gauge steel. All surfaces interior and exterior hot-dip galvanized steel. Gasketed weathertight cover of same material. Manufacturer's standard baked exterior enamel finish.

C. Concrete Pullboxes and Hand-holes

1. H-20 traffic rated box and cover, pre-cast concrete, steel reinforced pull boxes and hand-holes. Provide complete with pulling irons, hot-dip galvanized metal traffic cover with hot-dip galvanized metal cover frame, pullbox concrete base with sump. Four cable full height wall racks with porcelain blocks.
2. Boxes shall be “Intercept” type with multiple sections and extension cable-intercepts at both ends of box. Refer to Drawings for box size.
3. Covers shall be flush bolt down. Covers weighing more than 40-pounds shall be split cover type “Torsion-Sping” assist, hinged open-close.
4. Box covers shall comply with Federal ADA, UL, State and Local AHJ for slip resistance. Provide bead weld on cover to pullbox to indicate services within pullbox (i.e., "480/ 277-VOLT, 3-PHASE, 4-WIRE ELECTRICAL" OR “SIGNAL/TEL/P.A./CLOCK/FIRE ALARM" etc.).
5. Shall be set on a machine-compacted pea gravel base 12-inches thick and extend 6-inches beyond box base on all sides. Provide a ¾-inch by 10-feet copper clad ground rod through the box bottom with 9-inch projection into box, for grounding all metal parts with #10awg copper bond wire.
6. After cables have been pulled, connected, tested, and inspected, seal all box joints and seal box between cover and frame with a mastic compound similar to Parmagum or Dukseal.
7. As manufactured by Jensen Precast, or Oldcastle Precast.

END OF SECTION 26 05 01
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SECTION 26 05 30
CONDUIT AND WIRE

PART 1 - GENERAL

1.01 SCOPE

A. Work Included: All labor, materials, appliances, tools, equipment, facilities, transportation, and services necessary for and incidental to performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete as shown on the Drawings and/or specified herein. Work includes, but is not necessarily limited to the following:

1. Examine all other Sections for work related to those other Sections and required to be included as work under this Section.
2. General Provisions and Requirements for electrical work.

1.02 SUBMITTALS (ADDITIONAL REQUIREMENTS)

A. Submit product data sheets for all wire, supports, conduit, fittings and splicing materials.

B. Submit material list for all conduit and conduit fittings.

PART 2 - PRODUCTS

2.01 CONDUIT

A. General

1. The interior surfaces of conduits and fittings shall be continuous and smooth, with a constant interior diameter. Conduits and conduit fittings shall provide conductor race-ways of fully enclosed circular cross section. The interior surfaces of conduits and fittings shall be without ridges, burrs irregularities or obstructions. Conduits and fittings of the same type shall be of the same uniform weight and thickness.
2. Type of conduit, type of conduit fittings and conduit supports shall be suitable for the conditions of use and the conditions of location of installation, based on the Manufacturer's recommendations and based on applicable Codes.
3. All fittings for metal conduit shall be suitable for use as a grounding means, pursuant to the applicable Code Requirements. All metal conduit and metal conduit fittings shall provide 3 second duration ground fault current carrying ratings, when installed and connected to the respective conduit, as follows:
   a. RMC and EMT conduit fittings.
      1) 0.5-inch through 1.5-inch conduit/fitting size - 10,000-amp RMS.
      2) 2.0-inches and larger conduit/fitting size - 20,000-amp RMS.
   b. FMC and LTFMC Conduit Fittings
      1) 0.5-inch through 1.25-inch conduit/fitting size - 1,000-amp RMS (without external bonding jumper).
      2) 1.5-inch through 4.0-inch fitting size - 10,000-amp RMS with bonding jumper.

4. Protective corrosion resistant finish for metal conduit fabricated from steel and metal conduit fittings fabricated from steel, shall be as follows:
    a. Clean all metal surfaces (including metal threads) with acid bath "pickle" prior to coating, to remove dirt, oil and prepare surfaces for galvanizing.
    b. Hot-dip galvanized zinc coating on all interior and exterior steel surfaces. Minimum finish zinc coating thickness shall not be less than 0.002 inches.
    c. Threads shall be hot-dip zinc coated after machine fabrication.
    d. Exterior metal surfaces shall be finished with clear organic polymer topcoat layer, after galvanizing.
    e. The inner metal surfaces of conduit fittings shall be finished with a lubricating top-coat after galvanizing, to facilitate conductor pulling through the conduit/ fitting.
5. Threads for metal conduit and metal conduit fittings shall be taper-pipe-thread, National Pipe Standards (NPS) and shall comply with ANSI-B1.20.1.
6. Metal conduit termination connector fittings shall be provided with a Manufacturer installed, insulating throat bushing inside the fitting. The bushing shall protect the wire conductor insulation from cutting, nicks and abrasion during conductor installation and electrical load "cycling" after installation is complete. The bushing shall comply with UL 94V-0 flammability.
7. Provide conduit bonding/grounding jumper from metal enclosures with "concentric ring" knockouts, to positively ground/bond each respective conduit(s) to the metal enclosure.
8. Metal conduit fittings connecting to PVC coated metal conduit shall be PVC coated to match the conduit.
9. The conduit and fittings shall be watertight and airtight without cracks and pinholes.

B. Rigid Metal Conduit (RMC)
1. Rigid metal, round tubing, machine threaded at both ends.
    a. The conduit and conduit fittings shall comply with the Requirements for an equipment grounding conductor, pursuant to applicable Codes.
2. RMC raceway types shall be as follows:
    a. Rigid galvanized steel conduit (RGS), minimum yield strength shall be 35,000 PSI. Shall comply with NEMA Standard 5-19 (latest revision); ANSI C80.1 and ANSI-C80.4 (latest revision); UL 514-B and UL 6 (latest revisions); National Pipe Standard Specification (latest revision).
    b. Intermediate steel conduit (IMC). Shall comply with NEMA Standard 5-19 (latest revision) ANSI-C80.6 (latest revision); UL 2142 (latest revision).
3. RMC fittings:
    a. Fittings shall be compatible with RGS and IMC.
    b. Fittings shall be rated "liquid tight".
    c. Fittings imbedded in concrete shall be rated "liquid tight" and "concrete tight".
    d. Connectors and couplings for terminating, connecting and coupling to RMC conduit shall be threaded metal.
    e. Fittings shall comply with ANSI C80.4 and ANSI C33-84 (latest revision); NEMA FB1 (latest revision); UL 514 (latest revision).
    f. Conduit seal fittings:
        1) Conduit seals shall prevent the passage of gasses, liquids and vapors past the location of the seal installation in the conduit.

2) Conduit seals shall be suitable for installation in both vertical and horizontal conduit locations.
3) Conduit seals shall be visible and accessible for inspection after installation is complete.
4) Conduit seals shall be rated for the following locations:
a) Wet locations
b) Classified hazardous location materials NEC Class 1 Division 1.
c) Temperature ranges from 0 degrees centigrade through 90 degrees centigrade.
5) Conduit seals, sealing compound and sealing compound dam shall be the products of the same Manufacturer.

4. RMC fittings as manufactured by:
a. For threaded enclosure, termination connection.
1) Thomas & Betts - 106 Series bonding locknut, 5302 Series sealing ring with stainless steel retainer.
b. For non-threaded enclosure, termination connector.
1) Thomas & Betts - 370 Series watertight threaded sealing hub, 106 Series threaded bonding lock nut, Sta-Con Series enclosure bonding jumper and 3870 Series threaded ground bushing.
2) Emerson-OZ/Gedney-CHMT/CHT watertight threaded hub with bonding locknut and GH50G Series enclosure bonding jumper.
c. For RMC-to-RMC conduit-to-conduit coupling
1) Thomas & Betts/Erickson - 674 (threaded) Series
2) Emerson-OZ/Gedney Type TPC (threaded) Series
3) Threaded RMC conduit couplings, product of the same Manufacturer as the RMC conduit.
d. For RMC Conduit Seals
1) Emerson-OZ/Gedney-EYA and EYAM (threaded) Series
2) Appleton-EYF and EYM (threaded) Series

C. Electrical Metallic Tubing (EMT)
1. Rigid metal round tubing, “thin wall” steel construction, with non-threaded ends.
a. The conduit and conduit fittings shall comply with the Requirements for an equipment grounding conductor pursuant to applicable Codes.
b. The conduit shall be watertight and airtight without cracks and pinholes.
2. EMT shall be allowed for conduit size ranges from 0.5-inch through 4.0-inches.
3. Comply with ANSI C80.3, C80.4, and ANSI C33.98 (latest revisions); UL 594 and UL 797 (latest revisions); CEC Section 12500 (latest revision).
4. EMT fittings:
a. Connectors and couplings for terminating, connecting and coupling to EMT conduit shall be non-threaded steel fabrication.
b. EMT termination connector fittings shall be as follows:
1) Set screw type “concrete tight” when installed in dry interior locations.
2) Compression types “raintight” and “concrete tight” when installed in wet or damp locations, outdoors and in concrete or masonry construction.
c. Fittings shall comply with ANSI C33.84 (latest revision); UL 514 (latest revision); NEMA FB-1.

5. EMT fittings as manufactured by:
    a. For threaded and non-threaded enclosure, termination connector
        1) Thomas & Betts-TC721A (set screw type) Series (with locknuts).
        2) Emerson-OZ/Gedney-TC500I (set screw type) Series (with locknuts).
        3) Thomas & Betts-5123 (compression type) Series (with two locknuts).
        4) Emerson-OZ/Gedney-TC600I (compression type) Series (with locknut).
        5) Thomas & Betts-4240 (compression type) Series (90-degree angle with locknut).
        6) Emerson-OZ/Gedney-TWL (compression type) Series (90-degree angle with locknut).
    b. For EMT-to-EMT conduit-to-conduit coupling:
        1) Thomas & Betts-TK121A (set screw type) Series (with locknut).
        2) Emerson-OZ/Gedney-5000 (set screw type) Series (with locknut).
        3) Thomas & Betts-5120 (compression type) Series.
        4) Emerson-OZ/Gedney-TC600 (compression type) Series.
    c. For EMT to RMC conduit to conduit combination coupling:
        1) Thomas & Betts-HT221 (set screw type) Series.
        2) Emerson-OZ/Gedney-ESR (set screw type) Series.
        3) Thomas & Betts-530 (compression type) Series.
        4) Emerson-OZ/Gedney-ETR (compression type) Series.
6. Red electroplated EMT conduit shall be used for fire alarm system wiring.

D. Flexible Metal Conduit (FMC)
1. Round flexible conduit, fabricated from a single continuous steel strip. The steel shall be factory formed into continuous interlocking convolutions to form a complete lock between steel strips and provide raceway flexibility.
2. Metal to metal grounding contact shall be maintained throughout the length of the FMC conduit.
3. FMC shall be allowed for conduit size ranges from 0.5 inch through 4.0-inches.
4. FMC shall comply with ANSI-C.33.84 and ANSI C33.92; NEMA FB-1; CEC 12-1100.
5. FMC Fittings
    a. FMC fittings shall be malleable iron construction or steel construction.
    b. Fitting shall automatically cause the FMC raceway throat opening to be centered with respect to the fitting throat opening.
    c. Straight and angled connector termination fittings shall be threaded on one end and shall include a threaded locknut, suitable for connection to threaded and unthreaded enclosures.
    d. The attachment of the fittings to FMC shall be angled saddle type, to engage and interlock with the FMC spiral groove, and shall be unaffected by vibration. Direct bearing screw type fittings shall not be used.
    e. Direct FMC conduit-to-FMC conduit coupling of FMCs shall not be permitted.
    f. Shall comply with ANSI C33.9, and ANSI C33.92 (latest revision); NEMA FB1 (latest revision); UL 514.
6. FMC fittings as manufactured by:
    a. <u>Straight Termination Connectors</u>
    Thomas & Betts-3110 Series (with locknut)

b. 45- and 90-Degree Angle Connectors
Thomas & Betts-3130 Series (with locknut)
c. FMC to EMT conduit combination coupling
Thomas & Betts 503TB Series.

E. Liquid Tight Flexible Metal Conduit (LTFMC)
1. The metal conduit core of LTFMC shall comply with the same Requirements as FMC conduit, with the addition of a thermoplastic exterior flexible jacket over the metal core.
2. The exterior jacket shall be positively locked to the metal core to prevent jacket "sleeving".
3. The LTFMC shall be rated for installation and operating service temperatures of between minus 20 degrees centigrade through plus 90 degrees centigrade.
4. The LTFMC jacket shall be suitable for continuous exposure to sunlight, rainwater, water vapor, mineral oils and liquid solvents, without penetrating into the conduit and without deteriorating the jacket.
5. LTFMC sizes from 0.5-inch through 1.25-inches shall include an additional internal ground conductor, fabricated by the Manufacturer, as an integral part of the conduit core.
6. Direct LTFMC conduit-to-LTFMC conduit coupling of LTFMC shall not be permitted.
7. LTFMC shall be allowed for conduit size ranges from 0.5-inch through 4.0-inches.
8. In addition to the Requirements for FMC conduit, LTFMC shall also comply with ANSI C-33.84 (latest revision); NEMA-FB1 (latest revision); CEC 12-1400 (latest revision).
9. LTFMC fittings
a. Fittings shall include an external mechanical ground/bond wire connector.
b. The attachment of the fitting to LTFMC shall be threaded compression type onto the conduit core with locknut and liquid tight jacket compression seal. The fitting shall automatically prevent "sleeving" of the jacket.
c. Straight and angled termination connector fittings shall be threaded on one end and shall include locknut suitable for connection to threaded and unthreaded enclosures.
10. LTFMC fittings as manufactured by:
a. Termination connector fittings:
1) Straight
Thomas & Betts-5331GR Series.
2) 45- and 90-Degree Angle Connectors
Thomas & Betts-5341GR and 5351GR Series.
3) Straight
Appleton-STB Series; STN-L Series for use with preformed "knockouts".
4) 45- and 90-Degree Angle Connectors
Appleton-STB-L Series; STN-L Series for use with preformed "knockouts".
5) Straight
Emerson - OZ/Gedney-4Q Series.
6) 45- and 90-Degree Angle Connectors
Emerson-OZ/Gedney-4Q Series
b. LTFMC to RMC conduit to conduit combination coupling fittings:
1) Thomas & Betts-5271 GR Series.

2) Emerson-OZ/Gedney-4Q Series

F. Rigid Non-Metallic Conduit (RNMC)
   1. General
      a. Conduit and fittings shall be 90-degree centigrade conductor rated. Fabricated from homogeneous material, free from visible cracks, holes or foreign inclusions, with integral "end-bell". The conduit and conduit fittings shall be watertight and airtight.
      b. Conduit, conduit fittings and conduit fitting assembly "solvent cement" shall all be the product of the same Manufacturer. Conduit fittings shall be solvent cement welded watertight.
      c. Conduit and fittings shall be identified with legible markings showing ratings, size and Manufacturer's name.
      d. RNMC and fitting shall be corrosion resistant, watertight.
      e. Conduit shall be suitable for conductor operating temperatures from minus 20 degrees centigrade to 90 degrees centigrade.
      f. RNMC shall comply with NEMA TC-2 (PVC 40 conduit, latest revision) NEMA TC-6 (EB conduit latest revision) and NEMA TC-3 (fittings, latest revision); UL 514 and UL 651 (latest revision).
   2. Polyvinyl Chloride (PVC)-RNMC
      a. PVC-Schedule 40 heavy wall construction.
      b. PVC-Schedule 80 extra heavy wall construction.
      c. PVC-Type EB.
   3. RNMC fittings connecting to metallic raceways shall be provided with a ground/ bond jumper connection.

G. Conduit Bodies Conduit Fitting
   1. Conduit bodies shall provide conductor access with a removable conduit body cover and wiring area enclosed in metal housing. The conduit body shall facilitate pulling conductors.
   2. In-line form "C" conduit bodies shall be prohibited.
   3. The interior space "length" of 90 degree "elbow" conduit bodies shall not be less than six times the diameter size of the largest conduit connecting to the conduit body.
   4. Conduit body covers shall be removable, gasketed; watertight "domed" metal covers "Mogul-Type" with threaded screw attachment to the conduit body.
   5. Lubricated, reusable, wire roller guards inside the conduit body shall protect wire from insulation damage during wire "pulling".
   6. Conduit body fittings shall comply with UL 514.
   7. Conduit bodies as manufactured by:
      a. For RMC Conduit
         1) Hubbell/Killark – LB/Mogul (90-degree elbow) Series – threaded body.
         2) Emerson-OZ/Gedney - LB 6X/Mogul (90-degree elbow) Series - threaded body.
         3) Appleton – NEC6X-LB/Mogul (90-degree elbow) Series - threaded body.
      b. For EMT Conduit
         1) Same as for RMC conduit. Provide EMT to RMC conduit combination coupling fitting for each outlet body connection.

2.02 CONDUIT SUPPORTS

A. General

1. Conduit Supports, hangers and fasteners for metal conduit shall be steel, hot dip zinc galvanized.
2. Threaded hardware shall be continuous, free running threads.
3. Conduit support systems, including support channels, pipe clamps, braces, anchors, hardware, fasteners, shall be sized to support the full capacity circuit conductors' weight, plus the installed conduit weight, plus the conduit fitting weight and support hardware weight, plus a 300% additional weight capacity safety factor.
4. Provide lock washer at each "bolted"/threaded connection.
5. Conduit supports, fasteners, channels, braces, hardware, anchors, pipe clamps, and hangers as manufactured by Unistrut or Kindorf.
6. Supports shall be free of "BURRS" and sharp edges.
7. Metal supports cut in the field shall be zinc galvanized after cutting to prevent rust.

B. Conduit Support Channels

1. "C" channels shall be factory preformed with a minimum 12-gauge thickness metal. The channel shall be factory "punched" with regularly spaced slotted holes for fastener attachments along the length of the channel.
2. The "C" channel shall not deflect more than 0.1-inch between channel supports at maximum installed design load, including required safety factor.
3. Channels shall comply with ANSI-1008 (latest revision) and ASTM-A569 latest revision).
4. Channels shall provide "turned lips" at longitudinal edges to hold (lock-in) fasteners.
5. Conduit support channels suspended from conduit hangers shall attach to conduit hangers with treaded connections. Provide a minimum of two hangers (trapeze style) connected to each channel.
6. Non-suspended conduit support channels shall connect to structure fasteners with threaded connectors.

2.03 ELECTRICAL POWER WIRE AND CABLE

A. General

1. All wire and cable shall be single-conductor, annealed copper, insulated 600-volt, #12AWG minimum unless specifically noted otherwise on the Drawings.
2. Conductors #10AWG and smaller shall be solid. Conductors #8AWG and larger shall be stranded.
3. Insulation of conductor connected to circuit protection devices required to be "100%" rated, shall be 90-degree centigrade rated insulation.
4. Insulation of conductors installed outdoors, on grade or underground, insulation shall be rated for wet locations.
5. Insulation of conductors installed outdoors, installed exposed to the sun, installed in exposed conduits, insulation shall be rated for high-temperature 90 degrees centigrade.

B. Conductor Insulation

1. 600 Volt AC and/or DC insulated conductors installed entirely inside conduits, or enclosed inside wireways, or enclosed inside raceways, insulation shall be rated as follows.
   a. Indoor above Grade locations either concealed or exposed.
      1) Dual rated THHN and THWN
      2) Individually rated THHN-2
      3) Individually rated THWN-2
      4) XHHW-2
   b. Outdoor above Grade either concealed or exposed.
      1) XHHW-2
      2) THWN-2
      3) THW-2
   c. Outdoor below Grade or outdoor on Grade.
      1) XHHW-2
      2) THWN-2
      3) THW-2
   d. All other enclosed raceway locations not described above.
      1) XHHW-2
      2) THWN-2
      3) THW-2

C. Insulation Color Coding and Identification

1. The following color code for branch circuits:
   a. Neutral . . . White (Tape feeder neutrals with white tape near connections)
   b. Normal Power

      <u>120/208 Volt</u>

      Ground Green
      Phase A Black
      Phase B Red
      Phase C Blue

PART 3 - EXECUTION

3.01 TRENCHING

Provide trenching, backfilling, and compaction for the underground electrical work, in accordance with applicable Sections of this Specification.

3.02 GROUNDING

A. Grounding shall be executed in accordance with all applicable Codes and Regulations, both State and local authorities having jurisdiction.

B. Ground conductors for branch circuit wiring shall be attached at each outlet to the back of the box using drilled and tapped holes and washer head screws, 6-32 or larger.

3.03 CONDUIT

A. General

1. The sizes of the conduits for the various circuits shall be as indicated on the Drawings, but not less than the conduit size required by Code for the size and quantity of conductors to be installed in the conduit.
2. Conduits shall be installed concealed from view. Install conduits concealed in walls, concealed below floors and concealed above ceilings, except as specifically noted otherwise.
3. Conduits shall be provided complete with conduit bends, conduit fittings, outlet boxes, pullboxes, junction boxes, conduit anchors/supports, grounding/bonding for a complete and operating conductor/wire raceway system.
4. Metal and nonmetal conduits shall be provided mechanically continuous between termination connection points. Metal conduit shall be provided electrically continuous between termination connection points.
5. Individual conduit paths and home runs shown on the Drawings shall be maintained as separate individual conduits for each homerun and path.
6. Transitions between conduits constructed of different materials and occurring in above grade locations shall be allowed only at outlet boxes, junction boxes, pull boxes and equipment enclosures unless specifically indicated otherwise. Provide outlet boxes and junction boxes.
7. Metal conduit terminating to nonmetal enclosures; terminating into metal enclosures with “concentric.ring” knockouts; terminating into metal enclosures with knockout reducing washers, including but not limited to equipment housings, outlet boxes, junction boxes, pullboxes, cable trenches, manholes, shall be provided with a ground/ bonding lug integrated with the conduit termination conductor fitting construction, by the Fitting Manufacturer. The lug shall provide for connection of a grounding/bonding conductor (insulated or uninsulated). The grounding lug shall be located on the fitting, inside the termination enclosure.
8. The type of conduit, type of conduit fittings, and type of conduit supports, and method of conduit installation shall be suitable for the conditions of use and conditions of location of installation based on the Manufacturer’s recommend-dations; based on the applicable Codes and based on the Requirements of the Contract Documents.

B. RMC Installation Locations

RGS, IMC conduits and RGS, IMC fittings shall be installed in the following locations:

1. Embedded in floors, walls, ceilings, roofs, foundations, and footings constructed with concrete.
2. Interior of buildings, within 9-feet of finish floor lines for exposed conduit locations.
3. Exterior of building for exposed conduit locations.
4. Damp or wet locations exposed or concealed locations.
5. Exposed on roofs.
6. RMC conduit and RMC fittings may be installed in any location where EMT and FMC conduit is permitted to be installed.

C. EMT Installation Locations

EMT conduit and EMT fittings may be installed in the following locations, for circuit conductors operating below 600 volts to ground; locations containing only “non-hazardous materials”; only dry locations:

1. Exposed inside interior enclosed crawl spaces.
2. Exposed interior locations placed 9-feet or higher above finished floors (except as described in paragraph below at lower heights).
3. Exposed on walls and ceilings (any height) in the following dedicated function areas, interior enclosed room locations:
    a. Indoor enclosed electrical equipment rooms and closets.
    b. Indoor enclosed data and telecommunication terminal rooms and closets.
    c. Indoor enclosed HVAC equipment rooms and closets.
4. Any location where FMC is described to be installed, except as the final connection to rotating or vibrating equipment.

D. FMC Installation Locations

FMC conduit and FMC fittings may be installed in the following locations for circuit conductors operating below 600 volts to ground; locations containing only “non-hazardous materials”; only dry, interior locations:

1. Concealed above fully enclosed ceiling spaces.
2. FMC conduit shall be installed in continuous lengths between termination points. FMC shall not be “spliced” or coupled directly to FMC or any other conduit type under any circumstance.
3. The maximum continuous length of FMC that shall be installed between termination end points is 15-feet. Circuits requiring continuous conduit lengths exceeding 15 feet between termination end points shall be installed using either RMC or EMT conduits. FMC lengths shorter than 16-inches are prohibited.
4. The minimum size FMC conduit shall be as shown on the Drawings but not be less than the following:
    a. FMC lengths of 6-feet or less, minimum FMC conduit size shall be 0.50-inch.
    b. FMC lengths exceeding 6-feet, minimum FMC conduit size shall be 1.0-inch.

E. LTFMC Installation Locations

LTFMC conduit and LTFMC fittings shall be installed in the following locations for circuit conductors operating below 600 volts to ground; locations containing only “non-hazardous materials”:

1. All locations where exposed flexible conduit connections are required, both indoor and outdoor.
2. Do not install LTFMC located in environmental air plenums.

F. RNMC Installation Locations

RNMC conduit and RNMC fittings shall be installed in the following locations containing only “non-hazardous material”:

1. Underground, concealed below earth grade, unless specifically noted or specified otherwise.
2. Non-metal type raceways and RNMC type conduit shall not be installed inside buildings.

G. Conduit Installation

1. Conduit Supports
   a. Securely and rigidly support all raceways/conduits from the building structure. Raceways/Conduits shall be supported independent of all piping, air ducts, equipment ceiling hanger wires, and suspended ceiling grid systems. Secure conduit to structural element by means of UL listed and approved hangers, fasteners, “C” channels and pipe clamps.
   b. Provide conduit supports spaced along the length of the conduit as follows:
      1) RMC and EMT conduit, maximum not to exceed 96-inches on center; within 24-inches of each conduit bend and conduit termination location.
      2) FMC and LTFMC conduit, maximum not to exceed 24-inches on center; within 6-inches of each conduit bend and conduit termination location.
   c. Suspended conduit methods:
      1) Individual, suspended raceways/conduits separated by more than 12-inches from any other conduit and suspended from ceilings and roofs shall be supported as follows:
         a) Conduits smaller than 1.5-inch by means of hanger rods or hanger wires.
         b) Conduits 1.5-inch and larger by means of hanger rods.
         c) The conduit shall attach to the hangers with pipe clamps.
      2) Suspended raceways/conduits positioned within 24-inches of any other conduit shall be grouped and supported by hanger rods using trapeze type conduit support channels ("C" channels). Conduits shall individually attach to common channels side-by-side, with pipe clamps.
   d. Non-suspended conduit methods:
      1) Individual raceway/conduits placed against wall/ceiling/ floors, placed inside hollow wall/ceiling construction or structure framing (i.e., “dry-wall” or plaster hollow wall construction), shall be secured by means of individual pipe clamps and fasteners attached to the framing studs or other structural members and the conduit/ raceway.
      2) Provide common “C" channel support for all multiple raceways/ conduits placed against vertical or horizontal surfaces and positioned within 24-inches of other raceways/conduits. Attach channels to the framing studs or other structural members. Attach the conduits/raceway individually to common channels, side-by-side, with pipe clamps.
      3) The use of toggle bolts is prohibited.
   e. Provide conduit anchoring, conduit support and conduit bracing systems conforming to Earthquake Requirements. The conduit support/anchoring system capacity shall include the weight of the conduits, conduit fittings, conduit supports and conductors /wires/cables installed in the conduits plus a 300% safety factor. Submit Shop Drawing details showing each typical conduit anchor, conduit support and conduit brace location. Submit structural calculations performed by and signed by a Professional Structural Engineer (P.E.) with a P.E. license, registered in the State of California, U.S.A.
2. Conduit Separation:
   a. Conduit installed underground without full concrete encasement: Shall be separated from adjacent conduits of identical systems (i.e., signal to signal, data to data, power to power, control to control etc.) by a minimum of 3-inches. Conduits of non-identical systems (i.e., signal to power; data to power; power to control; signal to control, etc.) shall be separated by a minimum of 12-inches.

b. Conduit installed underground with full concrete encasement; shall be separated from adjacent conduits of similar systems (100 volt and less) by a minimum of 2-inches; conduits for non-power systems (100 volts and less to ground) shall be separated by a minimum of 6-inches from power circuits (over 100 volts to ground); conduits for power circuits shall be separated from adjacent conduits of similar power systems (over 100 volts to ground) by a minimum of 3-inches.

c. Separation of conduits entering termination points or crossing other conduits may be reduced as required within 60-inches of the termination or crossing points.

3. Underground conduits:

a. Three or more underground conduits larger than 1-inch in size and occupying the same trench shall be separated and supported on factory fabricated, non-metallic, duct/conduit support spacers. The spacers shall be modular, keyed interlocking type, "built-up" to accommodate quantity, size orientation and spacing of installed conduits. The spacers shall maintain a constant distance between adjacent conduit supports and hold conduits in place during trench backfill operations. Minimum support spacer shall not be less than 8-feet on center.

b. Provide trenching, excavation, shoring and backfilling required for the proper installation of underground conduits. Tops of backfill shall match finish grade.

c. Bottoms of trenches shall be cut parallel to “finish grade” elevation. Make trenches 12-inches wider than the greatest diameter of the conduit.

d. Back-filling Trenches for Conduits:

1) Conduits which are not required by the Contract Documents to be concrete encased and are located exterior to building slab, shall be set on a 3-inch bed of damp clean sand. Conduit trenches shall be backfilled to within 12-inches of finished grade with damp sand after installation of conduit is completed. Remainder of backfill shall be native soil.

2) Provide a continuous yellow 12-inches wide flat plastic tracer tape, located 12-inches above the conduits in the trench. The tracer tape shall be imprinted with “Warning-Electric Circuits” a minimum of 24-inches on center.

e. Backfilling trenches for conduits under paved areas:

1) Conduits under walkways, roads, parking lots, driveways, and buildings shall be cast in place concrete “slurry mix” backfill. The slurry mix shall cover each side and top of conduits and conduit concrete encasement. The slurry mix shall be continuous to the underside of the finish subgrade surface.

f. Install underground conduit, except under buildings, not less than 36-inches below finished grade in non-traffic areas and 36-inches below finished grade in traffic areas, including roads and parking areas. Not less than 48-inches below finished grade under public/private transit system right of way and railroad right of way. Dimensions shall be measured to the top of the conduit.

g. Conduit crossing existing underground utilities shall cross below the bottom depth of the existing utilities. If the top portion of the existing utility depth below finish grade exceeds 72-inches and the specified separation and depths are maintained when crossing over the top of the existing underground utility, the conduit may cross above the existing underground utility.

h. Provide long radius horizontal bends (minimum radius of 36-times the conduit diameter) in underground conduits where the conduit is in excess of 100-feet long.

i. Underground conduits entering a building shall be sloped. The conduit direction of slope shall be away from the building and shall prevent water in the conduit from "gravity draining" towards the building. The conduit slope "high point" shall originate from the building, out to the first exterior pullbox, manhole etc. exterior conduit termination "low point". The minimum slope angle shall be a constant 8-inches (or greater) of fall for each 100-feet of conduit length.

4. Raceway/Conduits, which are installed at this time and left empty for future use, shall have 0.25-inch diameter polyvinyl rope left in place for future use. The pull rope shall be 500-pounds minimum tensile strength. Provide a minimum of 5-feet of slack at each end of pull ropes.

5. Provide two locknuts and an insulated throat bushing at each metal conduit terminating at enclosures, including but not limited to outlet boxes, junction boxes, terminal cabinets, switchgear, transformers, switchboards, distribution panels and panelboards.

6. Provide metallic or plastic closure caps on all conduit ends during construction, until installation of conductors in the respective conduit.

7. Conduit run exposed, shall be run at right angles or parallel to the walls or structures. All changes in directions, either horizontally or vertically, shall be made with conduit outlet bodies as manufactured by Crouse Hinds, OZ or equal. Conduits run on exposed beams or trelliswork shall be painted to match surrounding surfaces.

H. Conduit Bodies

1. Conduit bodies shall be installed in exposed conduit locations only or above accessible ceilings.

2. Conduit bodies shall be accessible for removing body cover and pulling wire through the conduit body.

3. Conduit bodies shall not be installed inside enclosed walls.

3.04 WIRE AND CABLE

A. Branch circuit and fixture joints for #10AWG and smaller wire shall be made with UL-approved connectors listed for 600 volts, approved for use with copper and/or aluminum wire. Connector to consist of a cone-shaped, expandable coil spring insert, insulated with a nylon shell and two wings placed opposite each other to serve as a built-in wrench or shall be molded one-piece as manufactured by 3M-"Scotchlok".

B. Branch circuit joints of #8AWG and larger shall be made with screw pressure connectors made of high strength structural aluminum alloy and UL-approved for use with both copper and/or aluminum wire as manufactured by Thomas & Betts. Joints shall be insulated with plastic splicing tape, tapered half-lapped and at least the thickness equivalent to 1.5-times the conductor insulation. Tapes shall be fresh and of quality equal to Scotch.

C. Use UL listed pulling compound for installation of conductors in conduits.

D. Correspond each circuit to the branch number indicated on the panel schedule shown on the Drawings except where departures are approved by the Owner's Representative.

E. All wiring, including low voltage, shall be installed in conduit.

F. All splices in exterior pull boxes shall be cast resins encapsulated.
   1. Power conductor splices - 3M Scotchcast Series 82/85 /90; Plymouth or equal.
   2. Control and signal circuits 3M Scotchcast series 8981 thru 8986, Plymouth or equal.

END OF SECTION 26 05 30
121124/212329

SECTION 31 00 00
EARTHWORK

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Extent of site clearing, and earthwork is shown on Drawings.
   1. Site clearing includes, but is not limited to:
      a. Protection of existing trees.
      b. Removal of trees and other vegetation indicated.
      c. Clearing and grubbing.
      d. Removing below grade and above grade improvements indicated.
   2. Earthwork includes, but is not limited to:
      a. Site grading, stripping and removal of organic soils.
      b. Dewatering, excavating, trenching, backfilling, and other earthwork operations required for utility and other underground lines and appurtenances.
      c. Excavating, backfilling, and compacting for structures.

1.02 RELATED SECTIONS

A. Section 01 50 00: Temporary Facilities and Controls; for dust control, erosion and sedimentation controls, and storm water pollution controls.

B. Section 01 78 39: Project Record Documents

C. Section 32 12 16: Asphalt Paving

D. Section 32 05 23: Cement and Concrete for Exterior Improvements

1.03 QUALITY ASSURANCE

A. Codes and Standards: Perform excavation work in compliance with applicable requirements of governing authorities having jurisdiction.

B. Testing and Inspection Service:
   1. Comply with pertinent provisions of Section 01 45 00.
      a. Determine compaction per ASTM D 1557.
      b. Comply with Title 24, Part 2, Chapter 33.

   2. Testing Laboratory Services: Laboratory selection, payment and reports in conformance with Section 01 45 00.
      a. Perform compaction control.
      b. Determine compaction per ASTM D 1557.

1.04 GEOTECHNICAL INVESTIGATION DATA

A. Soil, geologic, and seismic investigations were conducted at Site, and results are to be found in following report:
   1. Project No. 240079, dated August 10, 2024
   2. Report: Geotechnical Investigation and Engineering Geologic Review Kindergarten Classroom Building Expansion and A New Modular Classroom Building at Canyon View Elementary School, 12025 Yale Court, Irvine, CA 92620

B. Report Prepared By: Southwest Inspection & Testing, Inc.
   441 Commercial Way
   La Habra, CA 90631-6168
   (T) 562-941-2990
   (T) 714-526-8441
   (F) 562-946-0026

C. Geotechnical investigation data is not part of Contract Documents but is made available by Owner as Information Available to Bidders.
   1. Bidders are strongly urged to examine entire geotechnical investigation data and make their own examination of Site prior to bidding.
   2. Bidders must make their own determination of conditions which affect performance of Work.

D. Report data on indicated subsurface conditions is not intended as representations or warranties of accuracy or continuity between soil borings.
   1. It is expressly understood that Owner, Architect, and Geotechnical Consultant will not be responsible for interpretations or conclusions drawn therefrom by Bidder.
   2. Owner, Architect, and Geotechnical Consultant further disclaim responsibility for interpretation of data by bidders, as in projecting soil-bearing values, rock profiles, soil stability and presence, level and extent of underground water.

E. Additional Test Borings and Other Exploratory Operations:
   1. Prior to bidding, bidders may request permission to make their own subsurface investigations to satisfy themselves as to site and subsurface conditions at no cost to Owner.
      a. Such investigations may be performed only under time schedules and arrangements approved in advance by Owner and Architect.
   2. Upon completion of additional exploratory work, restore Site as directed by Owner.
      a. Backfill test holes and pits using removed material.
      b. If removed material is not sufficient, provide additional compatible material of similar character to native soil.
      c. Compact backfill to same density as adjacent soil.
   3. Contractor shall be fully responsible for deductions or conclusions made on basis of information or data collected from additional exploratory work.

F. Project Geotechnical Engineer will be retained by Owner to observe performance of Work in connection with excavating, trenching, filling, backfilling, and grading, and to perform

compaction tests.

G. Readjust Work performed that does not meet technical or design requirements but make no deviation from Contract Documents without specific and written approval from Architect.

H. In addition to complying with requirements of governmental agencies having jurisdiction, comply with directives of Project Geotechnical Engineer at Job Site during earthwork operations.
   1. Notify Architect of discrepancies in specifications and actual site conditions, or of discrepancies between Project Geotechnical Engineer=s directives and Contract Documents.

1.03 PROJECT CONDITIONS

A. Site Information: Data on indicated subsurface conditions are not intended as representations or warranties of accuracy or continuity between soil borings.
   1. It is expressly understood that Owner will not be responsible for interpretations or conclusions drawn therefrom by Contractor.
   2. Data is made available for convenience of Contractor.
   3. Additional test borings and other exploratory operations may be made by Contractor at no cost to Owner.

B. Noise and Dust Abatement: Exercise reasonable and necessary means to abate dust, dirt rising and undue noise.
   1. Perform necessary sprinkling and wetting of construction site to allay dust.

C. Existing Utilities: Locate existing underground utilities in areas of Work.
   1. If utilities are to remain in place, provide adequate means of protection during earthwork operations.
   2. Should uncharted, or incorrectly charted, piping or other utilities be encountered during excavation, consult utility owner immediately for directions.
   3. Cooperate with Owner and utility companies in keeping respective services and facilities in operation.
   4. Repair damaged utilities to satisfaction of utility owner.
   5. Do not interrupt existing utilities serving facilities occupied and used by Owner or others, except when permitted in writing by Architect and then only after acceptable temporary utility services have been provided.
   6. Coordinate with utility companies for shut-off of services if lines are active.

D. Use of Explosives:
   1. Use of explosives is not permitted.
   2. Do not bring explosives onto Site or use in Work without prior written permission from authorities having jurisdiction.
   3. Contractor is solely responsible for handling, storage, and use of explosive materials when their use is permitted.

E. Protection of Persons and Property: Barricade open excavations occurring as part of this Work and post with warning lights.
   1. Operate warning lights as recommended by authorities having jurisdiction.
   2. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout and other hazards created by earthwork operations.

F. Existing Conditions: Prior to commencing Work at Site, verify agreement of existing conditions with indicated conditions.
   1. Notify Architect in writing of discrepancies found.
   2. Start of Work without notification constitutes acceptance of conditions, without cause for extra costs.
   3. Filled Excavations and Buried Structures: Investigate Site during clearance and earthwork operations for filled excavations, buried structures such as cesspools, cisterns, foundations.
      a. If such conditions are found, immediately notify Architect.

PART 2 PRODUCTS

2.01 MATERIALS

A. Fill Material: Provide clean, well pulverized, non-expansive soil free from rocks greater than 6 inches in diameter, vegetation, trash or other debris, and subject to approval of Project Geotechnical Engineer.
   1. Import material, if required, to be approved at borrow site by Project Geotechnical Engineer prior to importation.
   2. Existing on-site earth material is suitable as fill provided it is free from rocks greater than 6 inches in diameter, organic matter and other deleterious materials.

PART 3 EXECUTION

3.01 SITE CLEARING

A. General: Remove trees, shrubs, grass, weeds and other vegetation, improvements, or obstructions that interfere with installation of new construction and remove from Site.
   1. Remove such items elsewhere on Site or premises as specifically indicated.
   2. Removal includes new and old stumps of trees and their roots.
      a. Carefully and cleanly cut roots and branches of trees indicated to be left standing, where such roots and branches obstruct new construction.

B. Topsoil Removal:
   1. Topsoil: Defined as friable clay loam surface soil found to depth of not less than 4 inches.
      a. Satisfactory topsoil is reasonably free of subsoil, clay lumps, stones, and other objects over 2 inches in diameter, and without weeds, roots, and other objectionable material.
   2. Strip topsoil to whatever depths encountered, and in such manner so as to prevent

intermingling with underlying subsoil or other objectionable material.
    a. Remove heavy growths of grass from areas before stripping.
3. Where trees are indicated to be left standing, stop topsoil stripping sufficient distance from such trees to prevent damage to main root system.
4. Stockpile topsoil in storage piles in areas shown, or where directed.
    a. Construct storage piles to freely drain surface water.
    b. Cover storage piles if required to prevent windblown dust.

C. Clearing and Grubbing:
1. Clear Project Site of trees, shrubs and other vegetation, except for those indicated to be left standing.
2. Completely remove stumps, roots, and other debris protruding through ground surface.
    a. Use only hand methods for grubbing inside drip line of trees indicated to be left standing.
3. Fill depressions caused by clearing and grubbing operations with satisfactory soil material, unless further excavation or earthwork is indicated.
4. Place fill material in horizontal layers not exceeding 6 inches loose depth, and thoroughly compact to density equal to adjacent original ground.

3.02 SUBGRADE PREPARATION

A. Scarifying: Scarify portions of site covered by buildings, concrete slabs and asphalt paving to depth of at least 6 inches below existing grade or below new grades established by cut.

B. Compaction: Bring to near optimum moisture content and compact with heavy equipment, to *95%* of maximum density. Where disturbed areas appear to be too deep to be compacted by above treatment, excavate and backfill with compacted fill.

C. Filling: Place fill as required to complete work as indicated. Place fill in 6 inch lifts. Compact to *95%* of maximum density.

3.03 EXCAVATION, GENERAL

A. Excavation consists of removal and disposal of material encountered when establishing required grade elevations.

B. Stability of Excavations: Maintain sides and slopes of excavations in safe condition until completion of backfilling.
1. Provide not less than minimum requirements for trench shoring and bracing to comply with local codes and authorities having jurisdiction.

C. Material Storage: Stockpile satisfactory excavated materials where directed, until required for backfill or fill.
1. Place, grade and shape stockpiles for proper drainage.
2. Locate and retain soil materials away from edge of excavations.

3.04 EXCAVATION FOR STRUCTURES

A. Conform to elevations and dimensions shown within tolerance of 0.10 foot, and extending sufficient distance from footings and foundations to permit placing and removal of concrete formwork, installation of services, other construction required, and for inspection.

B. In excavating for footings and foundations, take care not to disturb bottom of excavation.
   1. Excavate by hand to final grade just before concrete is placed.
   2. Trim bottoms to required lines and grades to leave solid base to receive concrete.

3.05 EXCAVATION FOR PAVEMENTS

A. Cut surface under pavements to comply with cross-sections, elevations and grades as shown.

3.06 EXCAVATION FOR TRENCHES

A. Dig trenches to uniform width required for particular item to be installed, sufficiently wide to provide ample working room.
   1. Provide 6 to 9 inches clearance on both sides of pipe or conduit.

B. Excavate trenches to depth indicated or required.
   1. Carry depth of trenches for piping to establish indicated flow lines and invert elevations.

C. Where rock is encountered, carry excavation 6 inches below required elevation and backfill with a 6-inch layer of crushed stone or gravel prior to installation of pipe.

D. Grade bottoms of trenches as indicated, notching under pipe bells to provide solid bearing for entire body of pipe.

E. Do not backfill trenches until tests and inspections have been made and backfilling authorized by Architect.
   1. Use care in backfilling to avoid damage or displacement of pipe systems.

3.07 DEWATERING

A. Dewatering: Prevent surface water and subsurface or ground water from flowing into excavations and from flooding Project Site and surrounding area.

B. Do not allow water to accumulate in excavations.
   1. Remove water to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to stability of subgrades and foundations.
   2. Provide and maintain pumps, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.

C. Convey water removed from excavations and rainwater to collecting or run-off areas.
   1. Provide and maintain temporary drainage ditches and other diversions outside excavation limits for each structure.
   2. Do not use trench excavations as temporary drainage ditches.

3.08 GRADING

A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas.
   1. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are shown, or between such points and existing grades.

B. Grading Outside Building Lines: Grade areas adjacent to building lines to drain away from structures and to prevent ponding.
   1. Where grades are not indicated, grade uniformly level or slope between points for which elevations are given.
   2. In absence of more specific grading information, slope ground away from buildings for minimum distance of 20 feet, at minimum slope of 2%.
   3. Grade trenches and other drainage flow lines to slope uniformly to avoid standing water.

C. Finish surfaces free from irregular surface changes, and as follows:
   1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevations.
   2. Walks: Shape surface of areas under walks to line, grade and cross-section, with finish surface not more than 0.10 foot above or below required subgrade elevation.
   3. Pavements: Shape surface of areas under pavement to line, grade and cross-section, with finish surface not more than 1/2 inch above or below required subgrade elevation.

D. Grading Surface of Fill Under Building Slabs: Grade smooth and even, free of voids, compacted as specified, and to required elevation.
   1. Provide final grades within tolerance of 1/2 inch when tested with 10-foot straightedge.

3.09 BACKFILL

A. Backfill excavations as promptly as Work permits, but not until completion of following:
   1. Acceptance of construction below finish grade including, where applicable, damp proofing, waterproofing, and perimeter insulation.
   2. Inspection, testing, approval, and recording locations of underground utilities.
   3. Removal of concrete formwork.
   4. Removal of shoring and bracing, and backfilling of voids with satisfactory materials
      a. Cut off temporary sheet piling driven below bottom of structures and remove in manner to prevent settlement of structure or utilities or leave in place if

required.

5. Removal of trash and debris.
6. Permanent or temporary horizontal bracing is in place on horizontally supported walls.

B. Placement and Compaction: Place backfill materials in layers not more than 8 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
   1. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to 90% of maximum dry density.
   2. Place backfill materials evenly adjacent to structures, piping or conduit to required elevations. Take care to prevent wedging action of backfill against structures or displacement of piping or conduit by carrying material uniformly around structure, piping or conduit to approximately same elevation in each lift.
   3. Do not compact backfill by flooding or puddling methods.

3.10 BUILDING SLAB BASE COURSE

A. General: Building slab base course consists of placement of crushed rock material, in layers of indicated thickness, over subgrade surface to support concrete building slabs.

B. Placing: Place crushed rock material on prepared subgrade in layers of uniform thickness, conforming to indicated cross-section and thickness.
   1. Maintain optimum moisture content for compacting material during placement operations.

C. When compacted crushed rock base course is shown to be 6 inches thick or less, place material in single layer.
   1. When shown to be more than 6 inches thick, place material in equal layers, except no single layer more than 6 inches or less than 3 inches in thickness when compacted.

3.11 FIELD QUALITY CONTROL

A. Quality Control Testing During Construction: Allow testing service to inspect and approve subgrades and fill layers before further construction work is performed.

   1. Perform field density tests in accordance with ASTM D 1556 (sand cone method) or ASTM D 2167 (rubber balloon method), or ASTM D 2922 (Nuclear Method) as applicable.

B. If in opinion of Architect, based on testing service reports and inspection, subgrade or fills which have been placed are below specified density, provide additional compaction and testing at no additional expense to Owner.

C. Cracking or settlement of paving or other finish materials over utility trench locations shall be conclusive proof of trench failure.
   1. Remove and recompact trench backfill material and replace damaged paving or other

finish material as required at no additional cost to Owner.

3.13 MAINTENANCE

A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion.
   1. Keep free of trash and debris.

B. Repair and re-establish grades in settled, eroded, and rutted areas to specified tolerances.

C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, re-shape, and compact to required density prior to further construction.

3.14 DISPOSAL OF EXCESS AND WASTE MATERIALS

A. Removal to Designated Areas on Owner's Property:
   1. Transport acceptable excess excavated material to designated soil storage areas on Owner's property.
   2. Stockpile soil or spread as directed by Architect.

B. Removal from Owner's Property:
   1. Remove waste materials, including unacceptable excavated material, trash and debris, and dispose of it off Owner's property in legal dump site.
   2. Remove waste materials, including excess and unacceptable excavated material, trash and debris, and dispose of it off Owner's property in legal dump site.

A. Burning on Owner's Property: Burning is not permitted on Owner's property.

B. Removal from Owner's Property:
   1. Remove waste materials, including excess and unacceptable excavated material, trash and debris, and dispose of it off Owner's property in legal dump site.

END OF SECTION

SECTION 31 23 00
TRENCHING, BACKFILLING AND COMPACTING

PART 1 GENERAL

1.01 SECTION INCLUDED

A. All labor, materials, tools, equipment, transportation, and temporary construction of any nature necessary for a complete operational installation of all work shown on the Plans and/or specified hereinafter.

1.02 RELATED DOCUMENTS

A. Consult all other Specification sections, determine the extent and character of related work, and properly coordinate work specified herein with that specified elsewhere to produce a complete operational installation.

1.03 SYSTEM DESCRIPTION

A. Definitions:

1. A trench is defined as an excavation in which the depth is greater than the width of the bottom of the excavation.

2. Excavations for appurtenant structures, such as but not limited to manholes, transition structures, junction structures, vaults, valve boxes, catch basins, thrust blocks, and boring pits shall be deemed to be in the category of trench excavation.

3. Unless otherwise indicated on the Plans, all excavation for pipelines shall be open cut.

1.04 REFERENCES

A. California Department of Transportation (CDT):
1. Standard Specifications.
2. Standard Test Methods: No. 202.

B. CAL/OSHA Construction Safety Orders.

PART 2 PRODUCTS

2.01 SELECT BACKFILL MATERIAL

A. Select backfill material shall conform to ASTM 2321, Class 1B or 2 or other material as approved by the owner. ¾" gravel backfill may be used on fire mains.

PART 3 EXECUTION

3.01 PREPARATION

A. General: The Design-Build Entity shall perform the following prior to excavating:

1. Excavate at locations specifically indicated on the plans, if any, where new lines cross other utilities of uncertain depth and determine the elevation of the utility in question to ensure that the new line will clear the potential obstruction.

2. Contact Underground Service Alert (U.S.A.) (800-642-2444) a minimum of 48 hours (two working days) prior to excavating for assistance in locating existing utilities.

3. Design-Build Entity to submit name(s) of personnel qualified as "competent" trench safety representative that will be on site during trench work.

B. If after excavation, a crossing utility does present an obstruction, then the line and/or grade of the new line will be adjusted as directed by the Owner to clear the utility.

3.02 TRENCH EXCAVATION

A. General:

1. Excavation shall include removal of all water and materials that interfere with construction. The Design-Build Entity shall remove any water which may be encountered in the trench by pumping or other methods during the pipe laying, bedding and backfill operations. Material shall be sufficiently dry to permit approved jointing.

2. Excavation shall include the construction and maintenance of bridges required for vehicular and pedestrian traffic, support for adjoining structures, and where necessary, the rearrangement and repair of adjoining utilities.

3. It shall be the Design-Build Entity's responsibility to direct vehicular and pedestrian traffic through or around his work area at all times.

4. The Design-Build Entity shall relocate, reconstruct, replace or repair, at his own expense, all improvements which are in the line of construction, or which may be damaged, removed, disrupted or otherwise disturbed by the Design-Build Entity. Except as specified in other Sections or shown on the Plans, this provision applies to all surface improvements of whatever nature such as walls, fences, above-grade utilities, landscaping, paving, structures, or other physical features whether shown on the Plans or not and to all subsurface improvements such as utilities which are indicated on the Plans or marked in the field. The Design-Build Entity shall connect such utilities to existing systems and leave all in a workable and operating condition. The cost of this work shall be considered as included in other items of work and no additional compensation will be allowed therefore.

B. Existing Paving and Concrete:

1. Existing pavement over trench shall be sawcut, removed, and hauled away from the job. Existing pavement shall be neatly sawcut 8 inches beyond the limits of excavations to form a tee cut If a longitudinal pavement joint or edge of pavement is located within three feet of the limit of excavation, all intervening pavement shall be removed and replaced after completion of backfilling.

2. Existing concrete over the trench shall be sawcut to a full depth in straight lines either parallel to the curb or at right angles to the alignment of the sidewalk. No section to be replaced shall be smaller than 60 inches in either length or width. If the sawcut would fall within 60 inches of a construction joint, expansion joint, or edge, or within 12 inches of a score mark, the concrete shall be removed to the joint, edge, or mark.

3. Boards or other suitable material shall be placed under equipment outrigging to prevent damage to paved surfaces.

C. Trench Width:

1. The maximum allowable trench widths at the top of the pipe shall be as follows:

Pipe Type	Trench Width (Max.)
Copper, Fiberglass Galvanized Iron Plastic, Vitrified Clay	Outside diameter of barrel plus 18 inches

Pipe Type	Trench Width (Max.)
Cast-Iron Concrete Cylinder Corrugated Metal Ductile-Iron Reinforced Concrete Welded Steel	Outside diameter of barrel plus 24 inches

a. The maximum trench width shall be inclusive of all shoring.

b. If the maximum trench width is exceeded, the Owner may direct to encase or cradle the pipe in concrete at no additional charge to the project.

2. For pipes 3 inch diameter and larger, the free working space on each side of the pipe barrel shall not be less than 6 inches.

D. Open Trench:

1. Design-Build Entity shall keep open excavations to a minimum. The maximum amount of open excavations trench shall be limited to the excavations reasonably required by the Design-Build Entity to perform the work in an orderly and planned manner. Design-Build Entity is required to barricade and cover all open excavations outside of normal working hours.

2. Provisions for trench crossings and free access shall be made at all street crossings, driveways, water gate valves, and fire hydrants.

E. Excavation Bracing:

1. The excavation shall be supported and excavation operations conducted in accordance with the California Industrial Accident Commission and CAL/OSHA.

2. The Design-Build Entity shall, at his own expense, furnish, put in place, and maintain such sheeting and bracing as may be required to support the sides of all excavations (whether above or below the pipe grade), and to prevent any movement which could in any way diminish the required trench section or otherwise injure or delay the work. The sheeting and bracing shall be withdrawn in a manner such as to prevent any earth movement that might overload the pipe.

F. Excavated Material:

1. All excavated material not required for backfill shall be immediately removed and properly disposed of off-site by the Design-Build Entity.

2. Material excavated in streets and roadways shall be laid alongside the trench no closer than two feet from the trench edge and kept trimmed to minimize inconvenience to public traffic.

3. Provisions shall be made whereby all storm and waste water can flow uninterrupted in gutters or drainage channels.

4. Excavated material shall not be stored on landscaping.

3.03 PIPE BEDDING

A. Bedding Excavation: The trench shall be excavated below the grade of the pipe bottom to the following minimum depths:

Pipe Type	Depth
Copper, Galvanized Iron, Corrugated Metal	3"
Plastic 2½" and smaller	3"
Reinforced Concrete & Concrete Cylinder	4”

Welded Steel	4”
Asbestos-Cement, Cast-Iron, Ductile Iron	6"
Plastic & Vitrified Clay	6"

B. Stabilization of Trench Bottom: When the trench bottom below the bedding subgrade is unstable due to wet or spongy foundation, trench bottom shall be stabilized with gravel or crushed rock. The Owner shall determine the suitability of the trench bottom and the amount of gravel or crushed rock needed to stabilize a soft foundation. Soft material shall be removed and replaced with gravel or crushed rock when ordered by the Owner.

C. Placement of Bedding Material: The trench bottom shall be cleaned to remove all loose native material prior to placing select backfill material. Sufficient select backfill material as specified in Paragraph 2.1 (above) shall be placed in trench and tamped to bring trench bottom up to grade of the bottom of pipe. The relative compaction of tamped material shall be not less than 90 percent. It is the intention of these requirements to provide uniform bearing under the full length of pipe to a minimum width of 60 percent of the external diameter.

3.04 TRENCH BACKFILL

A. Initial Backfill (from top of bedding material to 12 inches above the spring line of the pipe)

1. Prior to trench backfill, the condition of the trench and laying of pipe must be inspected and approved by the Owner.

2. Select backfill material as specified in Paragraph 2.1 (above) shall be used for initial backfill. After the pipe has been properly laid and inspected, select backfill material shall be placed on both sides of the pipe and 12" above the top of pipe.

3. Compaction: Initial backfill compaction shall be by mechanical means only. The initial backfill material shall be machine tamped in layers not exceeding 4 inches in uncompacted depth and shall be brought up uniformly on both sides of the pipe to avoid bending or distortional stress. The relative compaction of the initial backfill material shall be not less than 95 percent.

B. Subsequent Backfill (from top of initial backfill to subgrade of surface improvements)

1. Above the level of initial backfill, the trench shall be backfilled with soil engineer-approved native material from trench excavation or with imported select backfill material. Subsequent backfill shall be free of vegetable matter, stones or lumps exceeding 3 inches in greatest dimension, and other unsatisfactory material. The Owner shall approve the backfill material prior to placement.

2. Subsequent backfill compaction shall be by mechanical means with backfill material placed in layers not exceeding eight inches in loose depth. Each layer shall be thoroughly compacted before succeeding layers are placed. The use of machine tampers, except manually held types, shall not be permitted.

3. Subsequent backfill shall be compacted to a relative compaction of not less than 90 percent.

C. Jetting:

1. Jetting will not be allowed.

3.05 TRENCH SURFACING

A. General: In unimproved areas, the trench surface shall be restored to its original condition. No mounds of earth shall be left along the trench.

B. Temporary Surfacing:

1. Temporary surfacing shall be a minimum of 1 inch of cutback asphalt on 9 inches of CDT 26-1.02A Class 2 Aggregate Base and shall be placed at all trench locations subject to vehicular or pedestrian traffic.

2. Temporary surfacing shall be laid within one day after backfilling (except where the Design-Build Entity elects to place permanent surfacing within this time period).

3. Before the trenching area is opened for traffic, all excess dirt, rock, and debris shall be removed, the street surface shall be swept clean and the pavement shall be washed down with a water truck and pressure nozzle.

4. Temporary surfacing shall be maintained to prevent the occurrence of mudholes and prevent the surface from settling below one inch or rising more than one inch from the existing pavement grade.

END OF SECTION

SECTION 32 05 23
CEMENT AND CONCRETE FOR EXTERIOR IMPROVEMENTS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Materials for portland cement concrete.

B. Aggregate and aggregate grading for portland cement concrete.

C. Water for portland cement concrete.

D. Admixtures for portland cement concrete.

E. Proportioning for portland cement concrete.

F. Mixing and transporting portland cement concrete.

G. Formwork for cast in place portland cement concrete.

H. Embedded materials for portland cement concrete.

I. Steel reinforcement for portland cement concrete.

J. Placing and finishing portland cement concrete.

K. Curing portland cement concrete.

L. Protecting portland cement concrete.

1.02 RELATED SECTIONS

A. Section 31 23 00, Trenching, Backfilling and Compacting

B. Section 32 16 13, Concrete Curbs and Gutters

1.03 RELATED DOCUMENTS

A. ASTM Standards
   1. A 82, Cold Drawn Steel Wire for Concrete Reinforcement.
   2. A 185, Steel Welded Wire Fabric, Plain for Concrete Reinforcement.
   3. A 615, Deformed and Plain Billet Steel Bars, for Concrete Reinforcement.
   4. C 94, Specification for Ready-mixed Concrete.
   5. C 114, Method for Chemical Analysis of Hydraulic Cement.

6. C 150. Portland Cement.
7. C 618, Fly Ash and Raw or Calcined Natural Pozzolan for use as Natural Admixture in Portland Cement.
8. C 1751, Preformed Expansion Joint Fillers for Concrete. Paving and Structural Construction (Non-extruded and Resilient Bituminous Types).

B. Caltrans Standard Specifications:
1. Section 51: Concrete Structures.
2. Section 73: Concrete Curbs and Sidewalks.
3. Section 90: Portland Cement Concrete.

1.04 DEFINITIONS

A. ASTM: American Society for Testing and Materials.

1.05 QUALITY ASSURANCE

A. Concrete shall be subject to quality assurance in accordance with Section 90 of the Standard Specifications.
1. Slump tests: Have available, at job site, equipment required to perform slump tests. Make one slump test for each cylinder sample, from same concrete batch. Allowable maximum slump shall be 4 inches for walls and 3 inches for slabs on grade and other work.

B. Certifications:
1. Provide Owner's Representative at the time of delivery with certificates of compliance signed by both Design-Build Entity and Supplier containing the following statements:
2. Materials contained comply with the requirements of the Contract Documents in all respects.
3. Proportions and mixing comply with the design mix approved by the Consulting Engineer. Design mix shall have been field tested in accordance with the herein requirements of the Caltrans Standard Specifications and produces the required compressive strength under like conditions.
4. Statement of type and amount of any admixtures.
5. Provide Owner's Representative, at time of delivery, with certified delivery ticket stating volume of concrete delivered and time of mixing, or time of load-out in case of transit mixers.

C. Conform to the applicable provisions of Section 51, 73 and 90 of the Caltrans Standard Specification and these Technical Specifications.
1. Conform construction of portland cement concrete surface improvements (including curbs, gutters, medians, valley gutters, walks) to the requirements of Section 73 of the Caltrans Standard Specifications unless otherwise required in these Technical Specifications or shown on the Plans.
2. Construct "V" ditches in accordance with Section 72-4 of the Standard Specifications; except that finishing shall be in accordance with Standard Specification Section 73 instead of 53, or as otherwise required in these Technical Specifications or shown on the Plans.
3. Conform other construction of portland cement concrete items to the requirements of Section 51 of the Caltrans Standard Specifications unless otherwise required in these Technical Specifications or shown on the Plans.

1.06 DESIGNATION

A. General: Whenever the 28-day compressive strength is designated herein or on the plans the concrete shall considered to be designated by compressive strength.

B. Unless specified otherwise herein or on the Plans, Portland Cement Concrete for this Project shall be Class "2" as specified in Section 90-1.01 of the Caltrans Standard Specifications.

PART 2 PRODUCTS

2.01 PORTLAND CEMENT

A. General: Type V or type II (modified) cement conforming to the requirements of ASTM C 150, with the following modifications:

1. Cement shall not contain more than 0.60% by weight of alkalies, calculated as the percentage of Na_2O plus 0.658 times the percentage of K_2O when determined by either 4 intensity flame photometry or by the atomic absorption method. The instrument and procedure used shall be qualified as to precision and accuracy in accordance with the requirements of ASTM C 114.
2. The autoclave expansion shall not exceed 0.50%.
3. Mortar containing the Portland Cement to be used and the sand, when tested in accordance with Test Method No. Calif. 527, shall not expand in water more than 0.010% and shall have an air content less than .048%.
4. Allowable tri-calcium Aluminate (C_3A) by weight shall not exceed 5%. Allowable tetracalcium alumino ferrite plus twice the tricalcium aluminate (C_4AF+2C_3A) by weight shall not exceed 25%. The sulfate expansion test (ASTM C 452) may be used in lieu of the above chemical requirements, provided the sulfate expansion does not exceed 0.040% at 14 days (max.).
5. Design-Build Entity may substitute pozzolan for Portland Cement in amounts up to 15% of the required mix unless high early strength concrete is specified. Pozzolan shall consist of Class F Fly Ash meeting the requirements of ASTM C 618.

B. Cement for Surface Improvements: Provide a coloring equivalent to ¼ pound of lampblack per cubic yard. Add to the concrete at the central mixing plant. This applies to grey concrete only.

2.02 AGGREGATE AND AGGREGATE GRADING

A. General: Conform to the requirements of Section 90-2.02, 2.02A and 2.02B of the Caltrans Standard Specifications.

B. Aggregate Size and Gradation: Conform to the requirements of section 90-3 of the Caltrans Standard Specifications for 25-mm (1-inch) maximum combined aggregate.

2.03 WATER

A. General: Conform to the requirements of section 90-2.03 of the Caltrans Standard Specifications, for mixing and curing portland cement concrete and for washing aggregates.

2.04 CLASSIFICATION OF PORTLAND CEMENT CONCRETE

A. Concrete for the following items shall be designated by the following classes per Section 90-1.01 of the Caltrans Standard Specifications:

1. Vehicular Pavement: 3500 psi min. compressive strength.

2. Curbs, Gutters, and Sidewalks: 3250 psi min. compressive strength.

3. Cast in place Concrete Pipe: The concrete shall consist of a minimum of 564 pounds (6-sacks) of Portland cement per cubic yard of concrete.

4. Thrust Blocks: The concrete shall have a minimum compressive strength of 3,000 psi.

5. Sign and Fence Footings: See Specification Section 03 00 00 Cast-In-Place Concrete.

6. Water, Storm, and Sanitary Structures: The concrete shall consist of a minimum of 564 pounds (6 sacks) of Portland cement per cubic yard of concrete.

2.05 EXPANSION JOINT MATERIAL

A. Material for expansion joints in portland cement concrete improvements shall be premolded expansion joint fillers conforming to the requirements of ASTM Designation D 1751. Expansion joint material shall be shaped to fit the cross section of the concrete prior to being placed. Suppliers certificates showing conformance with this specification shall be delivered with each shipment of materials delivered to the job site. Unless noted otherwise herein or on the Plans expansion joint thickness shall be as follows:
1. Curbs, Curb Ramps, Island Paving, Sidewalks, Driveways and Gutter Depressions: ¼-inch.
2. Concrete Slope Protection, Gutter Lining, Ditch Lining and Channel Lining: ½-inch.
3. Structures: As indicated.

2.06 REINFORCEMENT AND DOWELS

A. Bar reinforcement for concrete improvements shall be deformed steel bars of the size or sizes called for on the plans conforming to the requirements of ASTM Designation A 615 for Grade 60 bars. Size and shape for bar reinforcement shall conform to the details shown or called for on the Plans. Substitution of wire mesh reinforcement for reinforcing bars will not be allowed.

B. Slip dowels shall be smooth billet-steel bars 24” long, 12” O.C. and conforming to the requirements of ASTM Designation A 615 for Grade 60 bars. Ends of bars inserted in new work shall be covered with a cardboard tube sealed with cork; no grease or oil shall be used.

C. Speed-Dowel® sleeves may not be used.

D. Due to the highly expansive nature of the soils on the campus, do not use mesh for reinforcement for concrete improvements. Reinforcing of slabs shall be minimum #4 bars at 12” O.C. each way.

E. Tie wire for reinforcement shall be eighteen (18) gauge or heavier, black, annealed conforming to the requirements of ASTM Designation A 82.

F. Suppliers certificates showing conformance with this specification shall be delivered with each shipment of materials delivered to the job site.

2.07 ACCESSORY MATERIALS

A. Conform water stops and other items required to be embedded in of Portland Cement Concrete structures to the applicable requirements of Section 51 of the Caltrans Standard Specifications.

B. Curing Compounds:
   1. Regular Portland Cement Concrete: "Non-Pigmented Curing Compound - chlorinated Rubber Base-Clear" conforming to the requirements contained in Section 90-7.01B, of the Caltrans Standard Specifications.
   2. Color Conditioned Decorative Portland Cement Concrete: LITHOCHROME colorwax as manufactured by the L. M. Scofield Company or approved equal.

2.08 FORMS

A. Conform to the requirements of Section 51-1.05 of the Caltrans Standard Specifications.

2.09 PRECAST CONCRETE STRUCTURES

A. Conform to the following Sections of Caltrans Standard Specifications:
   1. 51-1.02, Minor Structures.
   2. 70-1.02C, Flared End Sections.
   3. 70-1.02H, Precast Concrete Structures.

PART 3 EXECUTION

3.01 STRUCTURAL EXCAVATION

A. Structural excavation may be either by hand, or by machine and shall be neat to the line and dimension shown or called for on the plans. Excavation shall be sufficient width to provide adequate space for working therein, and comply with CAL-OSHA requirements.

B. Where an excavation has been constructed below the design grade, refill the excavation to the bottom of the excavation grade with approved material and compact in place to 95% of the maximum dry density.

C. Remove surplus excavation material remaining upon completion of the work from the job site, or condition it to optimum moisture content and compact it as fill or backfill on the site, if the material is approved by the Geotechnical Consultant.

3.02 BRACING AND SHORING

A. Conform to California and Federal OSHA requirements.

B. Place and maintain such bracing and shoring as may be required to support the sides of the excavations for the proper protection of workmen; to facilitate the work; to prevent damage to the facility being constructed; and to prevent damage to adjacent structures or facilities. Remove all bracing and shoring upon completion of the work.

C. Be solely responsible for all bracing and shoring and, if requested by the Owner's Representative, submit details and calculations to the Owner's Representative. The Owner's Representative may forward the submittal to the Geotechnical Consultant, and/or the California Division of Industrial Safety for their review. The Design-Build Entity's submittal shall include the basic design, assumed soils conditions and estimation of forces to be resisted, together with plans and specifications of the materials and methods to be used, and shall be prepared by a civil engineer or structural engineer registered in California. No excavations related to the proposed facility shall precede a response to the submittal by the Owner's Representative.

D. Be solely responsible for installing and extracting the sheathing in a manner which will not disturb the position or operation of the facility being constructed or adjacent utilities and facilities.

3.03 PLACING CONCRETE FORMS

A. Form concrete improvements with a smooth and true upper edge. Side of the form with a smooth finish shall be placed next to concrete. Construct forms rigid enough to withstand the pressure of the fresh concrete to be placed without any distortion.

B. Thoroughly clean all forms prior to placement and coat forms with an approved form oil in sufficient quantity to prevent adherence of concrete prior to placing concrete.

C. Carefully set forms to the alignment and grade established and conform to the required dimensions. Rigidly hold forms in place by stakes set at satisfactory intervals. Provide sufficient clamps, spreaders and braces to insure the rigidity of the forms.

D. Provide forms for back and face of curbs, lip of gutters and edge of walks, valley gutters or other surface slabs that are equal to the full depth of the concrete as shown, noted or called for on the Plans. On curves and curb returns provide composite forms made from benders or thin planks of sufficient ply to ensure rigidity of the form.

E. All concrete flatwork shall have 12" x 12" thickened edges.

3.04 PLACING STEEL REINFORCEMENT

A. Bars shall be free of mortar, oil, dirt, excessive mill scale and scabby rust and other coatings of any character that would destroy or reduce the bond. All bending shall be done cold, to the shapes shown on the plans. The length of lapped splices shall be as follows:

1. Reinforcing bars No. 8, or smaller, shall be lapped at least 45 bar diameters of the smaller bar joined, and reinforced bars Nos. 9, 10, and 11 shall be lapped at least 60 bar diameters of the smaller bars joined, except when otherwise shown on the plans.
2. Splice locations shall be made as indicated on the plans.

B. Accurately place reinforcement as shown on the plans and hold firmly and securely in position by wiring at intersections and splices, and by providing precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads. Provide supports and ties of such strength and density to permit walking on reinforcing without undue displacement.

C. Place reinforcing to provide the following minimum concrete cover:
1. Surfaces exposed to water: 4-inches.
2. Surfaces poured against earth: 3-inches.
3. Formed surfaces exposed to earth or weather: 2-inches.
4. Slabs, walls, not exposed to weather or earth: 1-inch.

D. Minimum spacing, center of parallel bars shall be two and one half (2-1/2) times the diameter of the larger sized bar. Accurately tie reinforcing securely in place prior to pouring concrete. Placing of dowels or other reinforcing in the wet concrete is not permitted.

3.05 MIXING AND TRANSPORTING PORTLAND CEMENT CONCRETE

A. Transit mix concrete in accordance with the requirements of ASTM Designation C 94. Transit mix for not less than ten (10) minutes total, not less than three (3) minutes of which shall be on the site just prior to pouring. Mix continuous with no interruptions from the time the truck is filled until the time it is emptied. Place concrete within one hour of the time water is first added unless authorized otherwise by the Owner's Representative.

B. Do not hand mix concrete for use in concrete structures.

3.06 PLACING PORTLAND CEMENT CONCRETE

A. Thoroughly wet subgrade when concrete is placed directly on soil. Remove all standing water prior to placing concrete.

B. Do not place concrete until the subgrade and the forms have been approved.

C. Convey concrete from mixer to final location as rapidly as possible by methods that prevent separation of the ingredients. Deposit concrete as nearly as possible in final position to avoid re-handling.

D. Place and solidify concrete in forms without segregation by means of mechanical vibration or by other means as approved by the Owner's Representative. Continue vibration until the material is sufficiently consolidated and absent of all voids without causing segregation of material. The use of vibrators for extensive shifting of fresh concrete will not be permitted.

E. Concrete in certain locations may be pumped into place upon prior approval by the Owner's Representative. When this procedure requires redesign of the mix, such redesign shall be submitted for approval in the same manner as herein specified for approval of design mixes.

3.07 PLACING ACCESSORY MATERIALS

A. Place water stops and other items required to be embedded in of portland cement concrete structures at locations shown or required in accordance with Section 51 of the Caltrans Standard Specifications unless otherwise specifically noted or called for on the Plans.

B. Curing Compounds:
1. Regular Portland Cement Concrete: Apply "Non-Pigmented Curing Compound - chlorinated Rubber Base-Clear" in accordance with Section 90-7.01B, 7.01D and 7.03 of the Caltrans Standard Specifications.
2. Color Conditioned Decorative Portland Cement Concrete: Apply LITHOCHROME colorwax in accordance with the manufactures instructions.

3.08 EXPANSION JOINTS

A. Construct expansion joints incorporating premolded joint fillers at twenty (20) foot intervals in all concrete curbs, gutters, sidewalks, median/island paving, valley gutters, driveway approaches and at the ends of all returns. At each expansion joint install one-half inch by twelve inch (1/2" x 12") smooth slip dowels.

B. Orient slip dowels at right angles to the expansion joint and hold firmly in place during the construction process by means of appropriate chairs.

3.09 WEAKENED PLANE JOINTS

A. Construct weakened plane joints in concrete curbs, gutters, sidewalks, median/island paving and valley gutters between expansion joints at ten (10) foot intervals throughout, or as otherwise indicated. Depth of joint score depth to be one-fourth (25%) the thickness of the concrete.
1. Grooved Joints: Form weakened plane joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8-inch. Repeat grooving of weakened plane joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

3.010 FINISHING CONCRETE

A. Finish curb and gutter in conformance with the applicable requirements of Section 73-1.04 and 73-1.05A of the Caltrans Standard Specifications as modified herein.

B. Where monolithic curb, gutter and sidewalk is specified, separate concrete pours will not be allowed.

C. Provide a medium broom finish to all horizontal surfaces unless otherwise shown.

3.011 FORM REMOVAL

A. Remove forms without damage to the concrete. Remove all shores and braces below the ground surface, before backfilling.

B. Do not backfill against concrete until the concrete has developed sufficient strength to prevent damage.

C. Leave forms for cast-in-place walls in place at least 72 hours after pouring.

D. Leave edge forms in place at least 24 hours after pouring.

3.012 CONSTRUCTION

A. Form, place and finish concrete walkways, island paving, valley gutters and driveway approaches in conformance with the applicable requirements of Section 73-1.04 and 73-1.06 of the Caltrans Standard Specifications as modified herein.

B. Construct new concrete curb, curb and gutter and valley gutters against existing asphalt concrete by removing a minimum of 12-inches of the asphalt concrete to allow placement of curb or gutter forms. Patch pavement with a 6-inch deep lift of asphalt concrete after gutter form is removed.

3.013 CONNECTING TO EXISTING CONCRETE IMPROVEMENTS

A. New curb, gutter, or sidewalk is to connect to existing improvements to remain by saw cutting to existing sound concrete at the nearest score line, expansion joint or control joint. Drill and insert ½-inch diameter by 12-inch long dowels at 24-inches on center into existing improvements. Install pre-molded expansion joint filler at the matching joint.

B. A cold joint to the existing curb is not acceptable.

3.014 DECORATIVE SURFACING CONSTRUCTION

A. Decorative surfacing concrete walks, concrete median islands or other installations shall be formed and placed as a concrete slab conforming to the details shown or noted on the Plans.

3.015 FIELD QUALITY CONTROL

A. Finish subgrade for concrete improvements shall be subject to approval prior to placement of forms.

B. No concrete shall be placed prior to approval of forms.

C. Concrete improvements constructed shall not contain "bird baths" or pond water and shall be smooth and ridge free.

D. Conform the finish grade at top of curb, flow line of gutter, and the finish cross section of concrete

improvements to the design grades and cross sections.

E. Variation of concrete improvements from design grade and cross section as shown or called for on the plans shall not exceed the tolerances established in Sections 73-1.05 and/or 73-1.06 of the Caltrans Standard Specifications.

3.016 RESTORATION OF EXISTING IMPROVEMENTS

A. Replace in kind all pavement or other improvements removed or damaged due to the installation of concrete improvements.

B. Remove, landscaping or plantings damaged or disturbed due to the installation of concrete improvements. Replace in kind.

END OF SECTION

SECTION 32 12 16
ASPHALT PAVING

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Section 31 00 00: Earthwork; subgrade preparation and compaction.

1.02 SUBMITTALS

A. Product Data: Manufacturer's product data with application or installation instructions for proprietary materials.
   1. Indicate compliance with requirements.

B. Weighmaster Certificates: Furnish licensed weighmaster certificates with each load of asphalt delivered to Project.
   1. Yield of asphalt material shall be 24 lbs. per sq. ft. of paving area based on 2 inch thickness after rolling.
   2. 5% tolerance will be allowed between total calculated weight and actual weight incorporated in work.

C. Deliver certificates to Owner's representative, who will collect certificates and ensure that material represented by each certificate is actually incorporated in work.

1.03 QUALITY ASSURANCE

A. Standard: Provide aggregate base, asphalt, and installation complying with Standard Specifications for Public Works Construction, current edition.
   1. Hereafter referred to as Standard Specifications.

1.04 PROJECT CONDITIONS

A. Do not place asphalt when atmospheric temperature is below 40 F or during unsuitable weather.

B. Grade Control: Establish and maintain required lines and elevations.

PART 2 PRODUCTS

2.01 MATERIALS

A. Wood Headers, Stakes, Benders and Splices: "Construction Heart" grade redwood as graded by Redwood Inspection Service.
   1. Minimum 2 by thick lumber for headers and stakes and minimum 1 by thick boards for splices.
   2. Use galvanized nails for fastening.

B. Herbicide Treatment: Commercial chemical for weed control, registered by Environmental Protection Agency.
   1. Provide granular, liquid, or wettable powder form.
   2. Manufacturers: Subject to compliance with specified requirements, provide products of one of following:
      a. Bayer Environmental Science
      b. Dow AgroSciences
      c. E.I. Du Pont du Nemours & Co., Inc.
      d. FMC Professional Solutions
      e. Syngenta Global

C. Tack Coat: Standard Specifications, Section 302-5.4, Emulsified asphalt.

D. Base Course: Standard Specifications, Section 200-2.4, crushed miscellaneous base, rolled thickness as indicated.

E. Surface Course:
   1. Athletic Courts and Walks: Per Special Provision of Standard Specification Committee, January 1, 2006, Performance Grade APG 64-10, 3/8 inch maximum aggregate, rolled thickness as indicated.
   2. Vehicle Traffic: Per Special Provision of Standard Specification Committee, January 1, 2006, Performance Grade APG 64-10, 1/2 inch maximum aggregate, Medium grading, rolled thickness as indicated.

F. Seal Coat: Standard Specifications, Section 203-9.

G. Pavement Marking Paint: Alkyd-resin type, ready-mixed, complying with AASHTO M-248, Type N.
   1. Colors as indicated.

H. Concrete Wheel Stops: Precast, air-entrained concrete, smooth finish, 3,000 psi minimum compressive strength, with continuous steel reinforcing, approximately 6 inches high, 9 inches wide,.
   1. Provide minimum length of 48 inches, unless otherwise indicated.
   2. Provide chamfered corners and drainage slots on underside.
   3. Provide holes for anchoring to substrate.
   4. Dowels: Galvanized steel, diameter 3/4 inch, minimum length 15 inches.

PART 3 EXECUTION

3.01 SURFACE PREPARATION

A. Remove loose material from compacted subbase surface immediately before applying herbicide treatment.

B. Proof roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.

C. Notify Contractor of unsatisfactory conditions.
   1. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.

D. Herbicide Treatment: Apply chemical weed control agent in strict compliance with manufacturer's recommended dosages and application instructions.
   1. Apply to compacted, dry subbase.
   2. Take extreme precaution to confine weed killer to only those areas to be covered by asphalt paving
      a. Provide necessary protection to prevent injury or damage to life and property.

3.02 WOOD HEADERS

A. Install along edges of asphalt paving, except where concrete paving, walks, and curbs occur.
   1. Set top edge of header to conform to grade of asphalt paving.
   2. Benders of lesser thickness may be used to form returns.

B. Space stakes not to exceed 4 feet on centers, unless otherwise noted.
   1. Drive stakes to a depth of 1 inch below top of header and nail to headers. Splice joints between individual header boards with a 1 by thick board same height as header and not less than 24 inches long.

3.03 PLACING OF BASE COURSE

A. Spread specified base material to thickness providing compacted thickness shown on Drawings.
   1. Compact to 95%, unless indicated otherwise

B. Moisture Content: Use only amount of moisture needed to achieve specified compaction.

3.04 PLACING SURFACE COURSE

A. Place surface course within 48 hours of placing base course.

B. Prime Coat: Apply prime coat to base course at rate of 0.10 to 0.25 gal. per sq. yd. of surface. Lightly sand any prime coat not absorbed by base.

C. Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into asphalt paving.
   1. Distribute at rate of 0.05 to 0.15 gal. per sq. yd. of surface.
   2. Allow to dry until at proper condition to receive paving.

D. Place asphalt mixture on prepared surface, spread and strike-off.
   1. Spread mixture at minimum temperature of 250E F.
   2. Place inaccessible and small areas by hand.
   3. Place each course to required grade, cross-section, and compacted thickness.

E. Begin rolling when mixture will bear roller weight without excessive displacement.

1. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

F. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks.
   1. Continue rolling until roller marks are eliminated and course has attained maximum density.

G. Joints: Make joints between old and new pavements, or between successive days' work, to ensure continuous bond between adjoining work.
   1. Construct joints to have same texture, density and smoothness as other sections of asphalt course.
   2. Clean contact surfaces and apply tack coat.

3.05 SEAL COAT

A. Apply to asphalt paving where indicated, following Standard Specifications, Section 302-8.
   1. Dilute emulsion as directed with water not to exceed 20% of total volume.

B. Thoroughly clean foreign matter off pavement before application.
   1. Do not spread emulsion when atmospheric temperature is less than 60 F, or when weather conditions are unsuitable for drying.

C. Apply, just prior to "line" work, at rate of 0.10 gal. per sq. yd., at temperature between 100 F and 140 F.
   1. If tackiness prevails, lightly dust affected areas with rock dust or fine sand.

3.06 CONCRETE WHEEL STOPS

A. Provide in locations indicated on Drawings.
   1. Set units level and flush. Secure each unit with 2 steel stakes.

3.10 PAVEMENT MARKING

A. Allow seal coats to cure for 10 days before applying paint.

B. Sweep and clean surface to eliminate loose material and dust.

C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges.
   1. Apply at manufacturer=s recommended rates to provide minimum wet film thickness of 15 mils (0.4 mm).
   2. Painted Lines and Markings on Pavement: Minimum 4 inches wide and white in color, unless otherwise indicated. Painted Lines and Markings on Pavement for Disabled Areas: Minimum 4 inches wide and blue in color equal to Color No. 15090 per Federal Standard 595B.
   3. Mark parking spaces for disabled according to CBC.
   4. Provide Tactile warning lines (if any) in conformance with CBC.

3.11 PATCHING AND PROTECTION

A. Patching: Remove and replace paving areas mixed with foreign materials and defective areas.
   1. Cut-out such areas and fill with fresh, hot asphalt.
   2. Compact by rolling to maximum surface density and smoothness.

B. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
   1. Protect seal coats from damage by traffic until such time that mixture has cured sufficiently so that seal coat will not adhere to and be picked up by tires of vehicles.

C. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.12 FIELD QUALITY CONTROL

A. General: Test in-place asphalt courses for compliance with requirements for thickness, surface smoothness and density.
   1. Repair or remove and replace unacceptable paving as directed by Architect.

B. Thickness: In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness.
   1. Base Course: 1/2 inch.
   2. Surface Course: 1/4 inch.

D. Surface Smoothness: Test finished surface of each asphalt paving course for smoothness, using 10 foot straightedge applied parallel with, and at right angles to centerline of paved area.
   1. Surfaces will not be acceptable if exceeding following tolerances for smoothness.
      a. Base Course Surface: 1/4 inch.
      b. Wearing Course Surface: 3/16 inch.

E. Densities:
   1. Density of Asphalt Concrete after Rolling: 95% of density obtained with California Kneading Compactor per California Test 304.
   2. Density of Aggregate Base Course: 95% of maximum relative compaction in accordance with ASTM D 1557.

F. Flood Test: Prior to application of seal coat, perform flood test in presence of Architect.
   1. Method:
      a. Flood entire asphalt paved area with water by use of tank truck or hoses.
      b. If depression occurs, where water ponds to depth of more than 1/8 inch, fill or otherwise correct to provide proper drainage.
      c. Feather and smooth edges of fill so that joint between fill and original surface is invisible.

END OF SECTION

SECTION 32 16 13
CONCRETE CURBS AND GUTTERS

PART 1 GENERAL

1.01 SECTION INCLUDES

A. Portland Cement Concrete curbs and gutters.

1.02 RELATED SECTIONS

A. Section 31 23 00, Trenching, Backfilling and Compacting

B. Section 32 05 23, Cement and Concrete for Exterior Improvements

1.03 RELATED DOCUMENTS

A. American Concrete Institute (ACI):
   1. ACI 301 - Specifications for Structural Concrete for Buildings.
   2. ACI 308 - Standard Practice for Curing Concrete.

B. American society for Testing and Materials (ASTM):
   1. ASTM A 185 - Specification for Steel Welded Wire, Fabric, Plain, for Concrete Reinforcement.
   2. ASTM A 615 - Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
   3. ASTM D 1751 - Specification for Preformed Expansion Joint Fillers for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).

C. Caltrans Standard Specifications:
   1. Section 73: Concrete Curbs and Sidewalks.
   2. Section 90: Portland Cement Concrete.

1.04 DEFINITIONS

A. ASTM: American Society for Testing Materials

1.05 QUALITY ASSURANCE

A. Concrete shall be subject to quality assurance in accordance with Section 90 of the Standard Specifications.

B. Certifications:
   1. Provide Owner at the time of delivery with certificates of compliance signed by both Design-Build Entity and Supplier containing the following statements:
      a. Materials contained comply with the requirements of the Contract Documents in all respects.
      b. Proportions and mixing comply with the design mix approved by the Consulting Engineer. Design mix shall have been field tested in accordance with the herein

requirements of the Caltrans Standard Specifications and produces the required compressive strength under like conditions.

c. Statement of type and amount of any admixtures.

2. Provide Owner, at time of delivery, with certified delivery ticket stating volume of concrete delivered and time of mixing, or time of load-out in case of transit mixers.

C. Conform to the applicable provisions of Section 51, 73 and 90 of the Caltrans Standard Specification and these Technical Specifications.

1. Conform construction of portland cement concrete surface improvements (including curbs, gutters, medians, valley gutters, walks) to the requirements of Section 73 of the Caltrans Standard Specifications.
2. Construct "V" ditches in accordance with Section 72-4 of the Standard Specifications; except that finishing shall be in accordance with Standard Specification Section 73 instead of 53.

PART 2 PRODUCTS

2.01 GENERAL

A. Comply with requirements of Section 32 05 23, Cement and Concrete for Exterior Improvements.

2.02 PORTLAND CEMENT CONCRETE

A. Portland Cement Concrete for items in this section shall be Minor Concrete as specified in Section 90-1.01 of the Caltrans Standard Specifications.

2.03 CURBS AND GUTTERS FORMS

A. Use flexible spring-steel forms or laminated boards to form radius bends. Tolerance: Not to deviate more than 1/4 inch in 10 feet in grade and alignment.

2.04 EXPANSION JOINT MATERIAL

A. Material for expansion joints in portland cement concrete improvements shall be premolded expansion joint fillers conforming to the requirements of ASTM Designation D 1751. Expansion joint material shall be shaped to fit the cross section of the concrete prior to being placed. Suppliers certificates showing conformance with this specification shall be delivered with each shipment of materials delivered to the job site.

B. Expansion joint thickness shall be as follows:

1. Curbs, Curb Ramps, Island Paving, Driveways and Gutter Depressions: ¼-inch.

PART 3 EXECUTION

3.01 GENERAL

A. Comply with requirements of Section 32 05 23, Cement and Concrete for Exterior Improvements.

B. Form, place and finish concrete walkways, island paving, valley gutters and driveway approaches in conformance with the applicable requirements of Section 73-1.04 and 73-1.06 of the Caltrans Standard Specifications as modified herein.

C. Construct new concrete curb, curb and gutter and valley gutters against existing asphalt concrete by removing a minimum of 12-inches of the asphalt concrete to allow placement of curb or gutter forms. Patch pavement with a 6-inch deep lift of asphalt concrete after gutter form is removed.

3.02 SUBGRADE

A. Conform to Section 40-1.04 of Caltrans Standard Specifications.

3.03 PLACING CONCRETE FORMS

A. Form concrete improvements with a smooth and true upper edge. Side of the form with a smooth finish shall be placed next to concrete. Construct forms rigid enough to withstand the pressure of the fresh concrete to be placed without any distortion.

B. Thoroughly clean all forms prior to placement and coat forms with an approved form oil in sufficient quantity to prevent adherence of concrete prior to placing concrete.

C. Carefully set forms to the alignment and grade established and conform to the required dimensions. Rigidly hold forms in place by stakes set at satisfactory intervals. Provide sufficient clamps, spreaders and braces to insure the rigidity of the forms.

D. Provide forms for back and face of curbs, lip of gutters and edge of walks, valley gutters or other surface slabs that are equal to the full depth of the concrete. On curves and curb returns provide composite forms made from benders or thin planks of sufficient ply to ensure rigidity of the form.

3.04 PLACING STEEL REINFORCEMENT

A. Bars shall be free of mortar, oil, dirt, excessive mill scale and scabby rust and other coatings of any character that would destroy or reduce the bond.

B. Accurately place reinforcement and hold firmly and securely in position by wiring at intersections and splices, and by providing precast mortar blocks or ferrous metal chairs, spacers, metal hangers, supporting wires, and other approved devices of sufficient strength to resist crushing under applied loads. Provide supports and ties of such strength and density to permit walking on reinforcing without undue displacement.

C. Place reinforcing to provide the following minimum concrete cover:
   1. Surfaces exposed to water: 4-inches.
   2. Surfaces poured against earth: 3-inches.
   3. Formed surfaces exposed to earth or weather: 2-inches.
   4. Slabs, walls, not exposed to weather or earth: 1-inch.

D. Minimum spacing, center of parallel bars shall be two and one half (2-1/2) times the diameter of the larger sized bar. Accurately tie reinforcing securely in place prior to pouring concrete. Placing of dowels or other reinforcing in the wet concrete is not permitted.

3.05 PLACING PORTLAND CEMENT CONCRETE

A. Thoroughly wet subgrade when concrete is placed directly on soil. Remove all standing water prior to placing concrete.

B. Do not place concrete until the subgrade and the forms have been approved.

C. Convey concrete from mixer to final location as rapidly as possible by methods that prevent separation of the ingredients. Deposit concrete as nearly as possible in final position to avoid re-handling.

D. Place and solidify concrete in forms without segregation by means of mechanical vibration or by other means as approved by the Owner. Continue vibration until the material is sufficiently consolidated and absent of all voids without causing segregation of material. The use of vibrators for extensive shifting of fresh concrete will not be permitted.

E. Concrete in certain locations may be pumped into place upon prior approval by the Owner. When this procedure requires redesign of the mix, such redesign shall be submitted for approval in the same manner as herein specified for approval of design mixes.

3.06 EXPANSION JOINTS

A. Construct expansion joints incorporating premolded joint fillers at twenty (20) foot intervals in all concrete curbs, gutters, median/island paving, valley gutters, driveway approaches and at the ends of all returns. At each expansion joint install one-half inch by twenty four inch (1/2" x 24") smooth slip dowels.

3.07 WEAKENED PLANE JOINTS

A. Construct weakened plane joints in concrete curbs, gutters, median/island paving and valley gutters between expansion joints at ten (10) foot intervals throughout, or as otherwise indicated. Depth of joint score depth to be one-fourth (25%) the thickness of the concrete.

B. Grooved Joints: Form weakened plane joints after initial floating by grooving and finishing each edge of joint to a radius of 1/8-inch. Repeat grooving of weakened plane joints after applying surface finishes. Eliminate groover tool marks on concrete surfaces.

3.08 FINISHING CONCRETE

A. Finish curb and gutter in conformance with the applicable requirements of Section 73-1.04 and 73-1.05A of the Caltrans Standard Specifications as modified herein.

B. Where monolithic curb, gutter and sidewalk is specified, separate concrete pours will not be allowed.

C. Provide a medium broom finish to all horizontal surfaces unless otherwise shown.

3.09 FORM REMOVAL

A. Remove forms without damage to the concrete. Remove all shores and braces below the ground surface, before backfilling.

B. Do not backfill against concrete until the concrete has developed sufficient strength to prevent damage.

C. Leave edge forms in place at least 24 hours after pouring.

3.10 CONNECTING TO EXISTING CONCRETE IMPROVEMENTS

A. New curb or gutter is to connect to existing improvements to remain by saw cutting to existing sound concrete at the nearest score line, expansion joint or control joint. Drill and insert ½-inch diameter by 24-inch long dowels at 12-inches on center into existing improvements. Install pre-molded expansion joint filler at the matching joint.

B. A cold joint to the existing curb is not acceptable.

3.11 FIELD QUALITY CONTROL

A. Conform the finish grade at top of curb, flow line of gutter, and the finish cross section of concrete improvements to the design grades and cross sections.

B. Variation of concrete improvements from design grade and cross section shall not exceed the tolerances established in Sections 73-1.05 and/or 73-1.06 of the Caltrans Standard Specifications.

3.12 RESTORATION OF EXISTING IMPROVEMENTS

A. Replace in kind all pavement or other improvements removed or damaged due to the installation of concrete improvements.

B. Remove, landscaping or plantings damaged or disturbed due to the installation of concrete improvements. Replace in kind.

END OF SECTION

SECTION 32 17 26
TACTILE WARNING SURFACING

PART 1 GENERAL

1.01 SUMMARY

A. Section specifies furnishing and installing Cast In Place Detectable/Tactile Warning Surface Tiles (truncated domes) where indicated.

1.02 SUBMITTALS

A. Product Data: Manufacturers literature describing products, installation procedures and routine maintenance.

B. Samples for Verification Purposes: Minimum of three samples (as jobsite mock-ups), of full cast in place detectable/tactile warning surface tiles of kind proposed for use.

C. Shop Drawings: For products specified showing fabrication details, composite structural system, tile surface profile, sound on cane contact amplification feature, plans of tile placement including joints, and material to be used as well as outlining installation materials and procedure
   1. Tile pattern shall be designed and shown between existing expansion joints with tile rib dimension used for cut size of panels.

D. Material Test Reports: From qualified accredited independent testing laboratory indicating that materials proposed for use are in compliance with requirements and meet properties indicated.
   1. Test reports shall be conducted on cast in place detectable/tactile warning surface tiles as certified by qualified independent testing laboratory.

E. Maintenance Instructions: Copies of manufacturer=s specified maintenance practices for cast in place detectable/tactile warning surface tiles

1.03 QUALITY ASSURANCE

A. Provide cast in place detectable/tactile warning surface tiles and accessories as produced by single manufacturer with minimum of three years experience in manufacturing of cast in place detectable/tactile warning surface tiles.

B. Installer=s Qualifications: Engage experienced installer certified in writing by detectable/tactile warning surface tile manufacturer as qualified for installation, who has successfully completed tile installations similar in material, design, and extent to that indicated for Project.
   1. Manufacturers supervisor shall be present at initial pour.

C. Americans with Disabilities Act (ADA): Provide tactile warning surfaces which comply with detectable warnings on walking surfaces section of Americans with Disabilities Act (Title 49) CFR Transportation, Part 37.9 Standards for Accessible Transportation Facilities, Appendix A, Section 4.29.2 Detectable Warnings on Walking Surfaces.
   1. In addition, products must comply with California Title 24 requirements regarding pattern, color, and sound on cane contact.

D. California Code of Regulations (CCR): Provide only approved DSA/AC detectable warning products as provided in California Code of Regulations (CCR)., Title 24, Part 1, Articles 2, 3 and 4 and Part 2, Section 205 definition of Detectable Warning, in conformance with CBC Sections 11B-247 and 11B-705.
   1. Detectable warning surfaces:
      a. Detectable warning surfaces shall comply with CBC Section 11B-705.1.
      b. Detectable warning surfaces at transit boarding platform edges, bus stops, hazardous vehicular areas, reflecting pools, and track crossings shall be yellow and approximate to Federal Standard FS 33538 of SAE AMS-STD-595A. Detectable warning surfaces at other locations shall be either the aforementioned yellow or a color providing a 70 percent minimum visual contrast with that of adjacent walking surfaces. The material used to provide visual contrast shall be an integral part of the surface. CBC Section 11B-705.1.1.3.
      c. Detectable warning surfaces shall differ from adjoining surfaces in resiliency or sound-on-cane contact. Such constraint shall not be required for detectable warning surfaces at curb ramps, islands, or cut-through medians. CBC Section 11B-705.1.1.4.

E. Vitrified Polymer Composite (VPC) cast in place detectable/tactile warning surface tiles shall be epoxy polymer composition with ultra violet coating employing aluminum oxide particles in truncated domes
   1. Tile shall incorporate an in-line pattern of truncated domes measuring nominal 0.2 height, 0.9 base diameter, 0.45 top diameter, spaced center-to-center, and shall be in-line pattern with domes spaced 2.3” to 2.4” per CBC Section 11B-705.1.1.2.
   2. Water Absorption, ASTM D 570: Not to exceed 0.35%.
   3. Slip Resistance, ASTM C 1028: Combined wet/dry static co-efficient of friction not to be less than 0.80.
   4. Compressive Strength, ASTM D 695: Not to be less than 18,000 psi.
   5. Tensile Strength, ASTM D 638: Not to be less than 10,000 psi.
   6. Flexural Strength, ASTM C 293: Not to be less than 24,000 psi.
   7. Chemical Stain Resistance, ASTM D 543: To withstand without discoloration or staining C1% hydrochloric acid, urine, calcium chloride, stamp pad ink, gum and red aerosol paint.
   8. Abrasive Wear , ASTM D 2486 (BYKCGardner Tester with reciprocating linear motion of 37 ∀ cycles per minute over 10" travel):
      a. Abrasive Medium: 40 grit Norton Metallite sand paper, fixed and leveled to holder.
      b. Combined mass of sled, weight, and wood block: 3.2 pounds.
      c. Average wear depth shall not exceed 0.030 after 1000 abrasion cycles measured on top surface of dome representing average of three measurement locations

per sample.

9. Resistance to Wear of Unglazed Ceramic tile, Taber Abrasion, ASTM C 501: Not less than 500
10. Fire-Resistance: ASTM E 84: Flame spread less than 15.
11. Gardner Impact: To geometry "GE" of standard when tested by ASTM D 5420, to have mean failure energy expressed as function of specimen thickness of not less than 550 in. lbf/in.
    a. Failure is noted if hairline fracture is visible in specimen.
12. Accelerated Weathering, ASTM G 155: For 3000 hours shall exhibit following result Delta E, < 4.5: No deterioration, fading or chalking of surface of tile.
13. Accelerated Aging and Freeze Thaw Test, ASTM D 1037: Show no evidence of cracking, delamination, warpage, checking, blistering, color change, loosening of tiles, or other defects.

14. Salt and Spray Performance of Tile, ASTM B 117: Not to show deterioration or other defects after 200 hours of exposure.

15. Embedment Flange Spacing: Not greater than 3.1 inch center to center as indicated on cast in place product drawing.

1.04 DELIVERY, STORAGE AND HANDLING

A. Tiles shall be suitably packaged or crated to prevent damage in shipment or handling.
   1. Finished surfaces shall be protected by sturdy wrappings, and tile type shall be identified by part number.

B. Tiles shall be delivered to location at Project Site for storage prior to installation.

1.05 SITE CONDITIONS

A. Environmental Conditions and Protection: Maintain minimum temperature of 40 degrees F in spaces to receive tiles for at least 24 hours prior to installations, during installation, and for not less than 24 hours after installation.
   1. Store tile material in spaces where they will be installed for at least 24 hours before beginning installation.
   2. Subsequently, maintain minimum temperature of 40 degrees F in areas where Work is completed.

B. Use of water for Work, cleaning, or dust control, shall be contained and controlled and shall not be allowed to come into contact with public.
   1. Provide barricades or screens to protect public.

C. Disposal of liquids or other materials of possible contamination shall be made in accordance with federal state and local laws and ordinances.

D. Cleaning materials shall have code acceptable low VOC solvent content and low flammability if used on Site.

E. Contractor shall coordinate phasing and flagging personnel operations as specified in Division 1.

1.06 GUARANTEE

A. Cast in Place Detectable/Tactile Warning Surface Tiles shall be guaranteed in writing for period of five years from date of final.
   1. Guarantee includes defective work, breakage, deformation, fading and chalking of finishes, and loosening of tiles.

PART 2 PRODUCTS

2.01 MANUFACTURERS/PRODUCTS

A. Vitrified Polymer Composite (VPC) Cast in Place Detectable/Tactile Warning Surface Tiles specified are based on Armor-Tile manufactured by Engineered Plastics Inc.
   1. Existing engineered and field tested products which are subject to compliance with requirements, may be incorporated in Work and shall meet or exceed specified test criteria and characteristics.
   2. Tile Style No. ADA-C-2436, in-line domes; Nominal Size: 24” x 36” x 1-3/8”, unless indicated otherwise.

B. Color: As selected by Architect from manufacturer’s standards.
   1. Color shall be homogeneous throughout tile.

2.02 OTHER MATERIALS

A. Heavy-duty elastomeric polyurethane sealant as manufactured by Sika, Bostik or approved equal, per Section 07 92 00.
   1. Sealant: As supplied by manufacturer.

PART 3 EXECUTION

3.01 INSTALLATION

A. During concrete pouring and tile installation procedures, ensure adequate safety guidelines are in place and are in accordance with applicable industry and government standards.

B. Prior to placement of cast in place detectable/tactile warning surface tiles, review manufacturer=s shop drawings and layout drawing prepared by installation contractor to resolve issues related to pattern repeat, tile cuts, expansion joints, control joints, curves, end returns and surface interferences.
   1. Refer discrepancies to Architect.

C. Physical characteristics of concrete shall be consistent with Section 32 05 23 specifications while maintaining a slump range of 4B7 to permit solid placement of cast in place detectable/tactile warning surface tiles.
   1. Overly wet mix will cause tiles to float, therefore suitable weights such as concrete blocks or sandbags (25 lb) shall be placed on each tile.

D. Concrete pouring and finishing operations require typical mason's tools, however, 4' long level with electronic slope readout, 25 lb. weights, and large non-marring rubber mallet are specific to installation of cast in place detectable/tactile warning surface tiles.
   1. Vibrating mechanism may be employed.
      a. Fix vibrating unit to soft wood base at least 1 foot square

E. Concrete shall be poured and finished true and smooth to required dimensions and slope prior to tile placement.
   1. Immediately after pouring concrete, use electronic level to check that required slope is achieved
   2. Place tile square and true to curb edge in accordance with approved shop drawings.
   3. Tiles shall be tamped or vibrated into fresh concrete to ensure that field level of tile is flush to adjacent concrete surface.
      a. Do not attempt to accomplish embedment process by stepping on tiles as this may cause uneven setting which can result in air voids under tile surface
   3. Shop drawings indicate that tile field level (base of truncated dome) is flush to adjacent surfaces to permit proper water drainage and eliminate tripping hazards between adjacent finishes.
      a. Tolerance for elevation differences between tile and adjacent surface is 1/16".

F. Immediately after tile placement, tile elevation is to be checked to adjacent concrete.
   1. Tile elevation shall be set consistent with shop drawings to permit water drainage to curb as design dictates.
   2. Ensure field surface of tile is flush with surrounding concrete and back of curb so that no ponding of possible on tile at back side of curb

G. While concrete is workable, use 3/8 inch edging tool to create finished edge of concrete.
   1. Use steel trowel to finish concrete around tile perimeter, flush to field level of tile

H. During and after tile installation and concrete curing stage, do not allow walking, leaning or external forces placed on tile to rock tile, causing void between underside of tile and concrete.

I. Following tile placement, review installation tolerances to shop drawings and adjust tile before concrete sets.
   1. Suitable weights of 25 lb. shall be placed on each tile and additional weights at tile to tile assemblies as necessary to ensure solid contact of tile underside to concrete.

J. Following curing of concrete, remove protective plastic wrap from tile face by cutting plastic with sharp knife tight to concrete/tile interface.

1. If concrete bleeding occurs between tiles, soft brass wire brush will clean residue without damage to tile surface.

K. Individual tiles may be bolted together with 1/4 inch bolts or equivalent hardware to help ensure adjacent tiles are flush to each oyher during installation process.
   1. Place tape or sealant on underside of bolted edge to prevent concrete from rising up between tiles during installation
      a. Replace protective plastic wrap peeled back to facilitate bolting or cutting by taping to ensure tile surface remains free of concrete during installation process
   2. Replace sound-amplifying plates on underside of tile dislodged during handling or cutting and secure with construction adhesive
      a. Air gap created between plates and bottom of tile is important in preserving sound on canr audible properties of tiles.
   3. Applications of urethane sealant shall be level to adjacent surface and straight line formed to tile edge.
      a. Mask off tile faces with duct tape to ensure clean definition of sealant to adjacent surfaces.

3.02 CLEANING AND PROTECTING

A. Protect panels against damage during construction period to comply with tactile tile manufacturers specification.

B. Protect tiles against damage from rolling loads following installation by covering with plywood or hardwood.

C. Clean tactile tiles not more than four days prior to date scheduled for inspection intended to establish date of substantial completion in each area of project.
   1. Clean tactile tile by method specified by tile manufacturer.

D. Comply with manufacturer=s maintenance manual for cleaning and maintaining tile surface
   1. Perform recommended annual inspections for safety and tile integrity

END OF SECTION

SECTION 32 31 13
CHAIN LINK FENCE AND GATES

PART 1 GENERAL

1.01 RELATED SECTIONS

A. Section 03 30 00: Cast-in-Place Concrete; concrete for fence post footings.

B. Section 32 05 23: Cement and Concrete for Exterior Improvements.

C. Section 32 31 13: Chain Link Fence and Gates

1.02 SUBMITTALS

A. Comply with pertinent provisions of Section 01 33 00.

B. Product Data: Submit manufacturer's data, specifications, and installation instruction for metal fencing and gates.

1.03 QUALITY ASSURANCE

A. Comply with standards of Chain Link Fence Manufacturer's Institute.

B. Provide metal fences and gates as complete unit produced by single manufacturer including necessary erection accessories, fittings and fastenings.

PART 2 PRODUCTS

2.01 FABRIC

A. ASTM A 392, Class 1, galvanized after weaving, top and bottom selvages knuckled.
   1. Provide 11 gage wires in 2 inch mesh.

2.02 POSTS, RAILS AND ASSOCIATED ITEMS

A. Posts: ASTM F 1043, Material Design Group IA, external and internal coating Type A.
   1. Intermediate posts for fabric heights:
      a. 6 feet and less: 1.9 inch o.d., 2.72 lbs. per ft.
      b. Over 6 feet: 2.375 inch o.d., 3.65 lbs. per ft.
   2. End Pull and Corner Posts for fabric heights:
      a. 6 feet and less: 2.375 inch o.d., 3.65 lbs. per ft.
      b. Over 6 feet: 2.875 inch o.d., 5.70 lbs. per ft.
   3. Gate Posts (Nominal width of gate, single or one leaf of double):
      a. 13 feet and less: 4.00 inch o.d., 9.10 lbs. per ft.
      b. 13 feet to 18 feet: 6.625 inch o.d.,18.97 lbs. per ft.
      c. Over 18 feet: 8.625 inch o.d., 24.70 lbs. per ft.

B. Top and Brace Rails: FS RR-F-191/3, Type II, Class 1.
   1. Size: 1.660 inch O.D., 1.806 lb. per ft.

C. Bottom Tension Wire: 7 gage galvanized coiled spring tension wire.

D. Fabric Connections:
   1. Tension Bars: 3/16 by 3/4 inch galvanized mild steel flats.
   2. Steel Bands: 1/8 by 1 inch galvanized mild steel, except use 1/8 by 3/4 inch for gates.
   3. Bolts: 3/16 inch diameter minimum, cadmium plated.
   4. Fabric Ties: Galvanized No. 9 or No. 11 ga. wire at line posts, galvanized No. 14 wire for top and brace rails.

E. Post Caps:
   1. Provide steel, wrought iron, or malleable iron, designed as weathertight closure cap.
   2. Provide one cap for each post.
   3. Provide caps with openings to permit through passage of top rail.

2.03 GATES

A. General:
   1. Fabricate gate perimeter frames of tubular members.
   2. Provide additional horizontal and vertical members to assure proper operation of gate, and for attachment of fabric, hardware, and accessories.
   3. Space so frame members are not more than 8 feet apart.
   4. Fabricate gate frames from galvanized pipe, 1.90 inch o.d., 2.72 lb per ft.

B. Fabrication:
   1. Assemble gate frames by welding with special malleable or pressed steel fittings and rivets for rigid connections.
   2. Use same fabric as used for fence.
   3. Install fabric with stretcher bars at vertical edges as minimum.
   4. Attach hardware with rivets or by other means which will provide security against removal and breakage.
   5. Provide diagonal cross-bracing consisting of 3/8 inch diameter adjustable length truss rods on gates where required to provide frame rigidity without sag or twist.

C. Gate Hardware:
   1. Hinges:
      a. Pressed or forged steel, or malleable iron, to suit gate size; non-lift-off type, offset to permit 180 degree opening.
      b. Provide 1-1/2 pair of hinges for each leaf over 6 feet in nominal height.
   2. Latches:
      a. Capable of retaining gate in closed position and have provision for fire department lock box.
      b. Provide forked type or plunger-bar type to permit operation from either side of gate.
         1) Provide padlock eye as integral part of latch.
      c. Provide exit device of type indicated on Drawings where gate is part of path of

travel for required means of egress.

1) Comply with requirements of CBC, Section 1008.2

3. Keeper: Provide keeper for vehicle gates, which automatically engages gate leaf and holds it in open position until manually released.
4. Gates that are part of the accessible rout shall meet all the requirements of an accessible door in compliance with CBC Section 11B-404.
5. The levers of lever actuated latches or locks for accessible gates shall be curved with a return to within ½" of the gate surfaces to prevent catching on the clothing or persons. California Referenced Standards Code. T-24 Part 12, Section 12-10-202, Item (F).
6. Swing doors and gate surfaces within 10" of the finish floor or ground shall have a smooth surface on the push side extending the full width of the or gate. Parts creating horizontal or vertical joints in these surfaces shall be within 1/16" of the same plane as the other and be free of sharp or abrasive edges. Cavities created by added kick plates shall be capped. CBC Section 11B-404.2.10.

2.04 MISCELLANEOUS MATERIALS

A. Concrete: Equivalent to ASTM C 94, ready mix concrete with minimum 28 day compressive strength of 2500 p.s.i.

B. Nonshrink Nonmetallic Grout: Factory premixed, nonstaining, noncorrosive, nongaseous grout complying with ASTM C 1107.

1. Provide one of following or grout specifically recommended by manufacturer for types of applications indicated.
   a. Masterflow 713 Plus; Master Builders Div., BASF Building Systems
   b. Five Star Grout; Five Star Products, Inc.
   c. SikaGrout 212; Sika Corporation..

C. Wood Slats: Rough Cut construction grade redwood, pre-stained, standard color as selected by Architect.

2.05 GALVANIZING

A. On steel framework and appurtenances, provide galvanized finish with not less than following weight of zinc per square foot:

1. Pipe: 1.8 oz. complying with ASTM A 120.
2. Hardware and Accessories: Comply with Table I of ASTM A 153.
3. Fabric: 2.0 oz. complying with Class II of ASTM A 121.

B. Galvanizing Repair Paint: SSPC-Paint 20, with dry film containing minimum of 94 percent zinc dust by weight.

PART 3 EXECUTION

3.01 INSPECTION

A. Installer must examine conditions under which fence and gates are to be installed and notify

Contractor in writing of conditions detrimental to proper and timely completion of Work.

1. Do not proceed with Work until unsatisfactory conditions have been corrected in manner acceptable to installer.

3.02 INSTALLATION

A. General: Install fence to comply with ASTM F 567.
   1. Do not begin installation and erection before final grading is completed, unless otherwise permitted.

B. Posts:
   1. Install posts at maximum 10 feet on centers unless otherwise indicated.
   2. Set posts in concrete footings of 12 inch diameter for corner, angle and terminal posts, and 10 inch diameter for intermediate line posts
      a. 36 inch depth of concrete, 30 inch post embedment.
      b. Maintain footings 1 inch clear of property lines or as indicated.
      c. Unless otherwise indicated, extend concrete footings 2 inches above grade and trowel to crown to shed water.
   3. For posts indicated to be set in sleeves, fill space between post and sleeve solid with non-metallic, non-shrink grout, mixed and placed to comply with grout manufacturer's directions.
   4. Set posts so that top of eye or ornament is level with top of fabric, with twist and selvage above rail.

C. Fabric:
   1. Install fabric on security side of posts unless otherwise indicated.
   2. Set bottom of fabric to clear ground or paving by 1/2 inch.
      a. Fence heights given are to top of fabric.
   3. Secure fabric to posts with ties spaced at 16 inches maximum.
      a. Hook tie at both ends with 9 gage wire
      b. Wrap tie around fabric at both ends, not less than two turns with 11 gage wire.
      c. Hooked ties with links not permitted.
   4. Secure fabric to top rail with 14 gage ties not more than 18 inches on center, wrapped not less than two turns.
   5. Secure tie ends with not less than two full twists
      a. Turn ends so as not to be a hazard.

D. Rails:
   1. Top Rail: Provide top rail for fencing.
   2. Brace Rails: Provide horizontal brace rails adjacent to terminal, angle, gate and corner posts, for fencing 6 feet high or higher.
      a. Secure brace rails to posts with rail end fittings and rail end bands.
   3. Center Rail: Provide center rail at mid-height for fencing over 10 feet high.
      a. Secure to posts with rail end fittings and rail end bands.

E. Tension Wire and Tension Bars: Provide bottom tension wire throughout.
   1. Secure tension wire to fabric with 14 gage wire at 18 inches on center, double

wrapped.

2. Secure fabric at end, corner, angle and gate posts with tension bars extending full height of fence, attached to posts with bands spaced at 14 inches maximum.

F. Installing Gates:

1. Install gates plumb, level, and secure for full opening without interference.
2. Install ground-set items in concrete for anchorage in accordance with fence manufacturer's recommendations as approved by Architect.
3. Lubricate and adjust hardware for smooth operation.

3.03 REPAIR

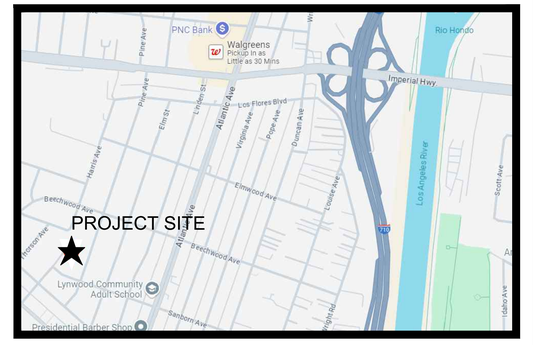
A. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION

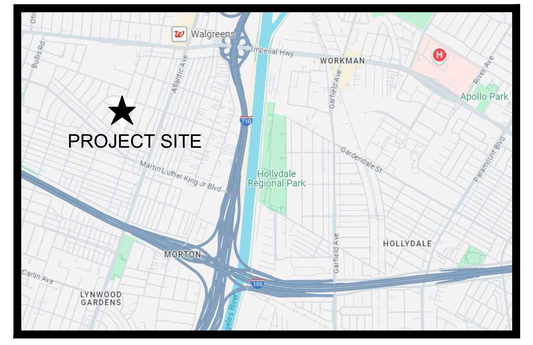
WASHINGTON ELEMENTARY SCHOOL
PARKING LOT EXTENSION

4225 SANBORN AVE. LYNWOOD, CA 90262

LYNWOOD UNIFIED SCHOOL DISTRICT



VICINITY MAP



REGIONAL MAP

north

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Architecture
Planning
Interiors

IDENTIFICATION STAMP
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DATE: 05/15/2025

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WASHINGTON ELEMENTARY SCHOOL
PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00

file name:

drawn by: checked by:

date: 10/09/24

Rev:	date:	description:

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ABBREVIATIONS

&	AND	(E)	EXISTING	K	KIP (1000 LB)	R.	RISER
∠	ANGLE	EA.	EACH	KIT.	KITCHEN	RAD.	RADIUS
@	AT	E.J.	EXPANSION JOINT	KO	KNOCKOUT	R.D.	ROOF DRAIN
℄	CENTERLINE	ELEC.	ELECTRICAL	KVA	KILOVOLT AMPERE	RDWD.	REDWOOD
⌀	DIAMETER OR ROUND	ELEV.	ELEVATION			REF.	REFERENCE
#	NUMBER	EMER.	EMERGENCY	LAB.	LABORATORY	REFR.	REFRIGERATOR
		ENCL.	ENCLOSURE	LAM.	LAMINATED	REG.	REGISTER
AB	ANCHOR BOLT	ENG.	ENGINEER	LAV.	LAVATORY	REINF.	REINFORCING
AC	ASPHALTIC CONCRETE	ENGY	ENERGY	LB.	POUND	REQD.	REQUIRED
ACP	ACOUSTICAL PANEL	ENTR	ENTRANCE	LDG	LANDING	RESIL.	RESILIENT
ACT	ACOUSTICAL TILE	EP	EPOXY ENAMEL	LL	LIVE LOAD	RET	RETURN
ACOUS	ACOUSTICAL	EQ.	EQUAL	LT	LIGHT	REV.	REVERSE
AD	AREA DRAIN	EQUIP.	EQUIPMENT	LTF	LINOLEUM TILE FLOORING	RFG	ROOFING
ADH	ADHESIVE	EST.	ESTIMATE	LTG	LIGHTING	RM.	ROOM
ADJ	ADJACENT	E.W.C.	ELECTRIC WATER COOLER	LVL	LEVEL	R.O.	ROUGH OPENING
AFF	ABOVE FINISH FLOOR	EWH	ELECTRIC WATER HEATER	LVR	LOUVER	R.T.F.	RUBBER TILE FLOORING
AFP	ACCORDIAN FOLDING PARTITION	EXH	EXHAUST				
AGGR	AGGREGATE	EXIST.	EXISTING	MAINT	MAINTENANCE	S.B.	SPLASH BLOCK
ALT	ALTERNATE	EXP.	EXPANSION	MAN	MANUAL	S.C.	SOLID CORE
ALUM	ALUMINUM	EXPSD.	EXPOSED	MAS	MASONRY	SCHED.	SCHEDULE
AMP	AMPERE	EXT.	EXTERIOR	MATL.	MATERIAL	SCN	SOLID CORE NATURAL FINISH
ANOD	ANODIZED			MAX.	MAXIMUM	SCP	SOLID CORE PAINT FINISH
APPROX	APPROXIMATELY	F	FACTORY FINISH	MCC	MOTOR CONTROL CENTER	SCPL	SOLID CORE P.LAM FINISH
ARCH	ARCHITECT	F.A.	FIRE ALARM	MECH.	MECHANICAL	S.D.	STORM DRAIN
ASB	ASBESTOS	FC	FOOTCANDLE	MED	MEDIUM	SECT.	SECTION
ASSY	ASSEMBLY	F.D.	FLOOR DRAIN	MEZZ	MEZZANINE	SF	SQUARE FOOT
		FDC	FIRE DEPARTMENT CONNECTION	MFR.	MANUFACTURER	SHT.	SHEET
BAT	BATTERY	FDN	FOUNDATION	MH	MANHOLE	SIM.	SIMILAR
BBD	BULLETIN BOARD	F.E.	FIRE EXTINGUISHER	MIN.	MINIMUM	SLR	SEALER
BD	BOARD	F.E.C.	FIRE EXTINGUISHER CABINET	MIR	MIRROR	SPEC.	SPECIFICATIONS
BLDG	BUILDING	F.F.	FINISH FLOOR	MISC.	MISCELLANEOUS	SPLY	SUPPLY
BLKG	BLOCKING	F.G.	FINISHED GRADE	MKR	MARKER	SQ.	SQUARE
BLO	BLOWER	F.H.	FIRE HYDRANT	MTL.	METAL	S.SK.	SERVICE SINK
BLR	BOILER	FIN.	FINISH	MTD.	MOUNTED	SST.	STAINLESS STEEL
BLW	BELOW	F.L.	FLOW LINE	MUL.	MULLION	ST	STREET
BM	BEAM	FLASH.	FLASHING	MVBL	MOVABLE	STAG	STAGGERED
BO	BOTTOM OF	FLR.	FLOOR			STC	SOUND TRANSMISSION CLASS
BRKR	BREAKER	FLUOR.	FLUORESCENT	(N)	NEW	STD.	STANDARD
BTU	BRITISH THERMAL UNIT	F.O.	FACE OF	NAT.	NATURAL	STL.	STEEL
BUR	BUILT UP ROOFING	F.O.C.	FACE OF CONCRETE	NEG	NEGATIVE	STN	STAIN FINISH
		F.O.F.	FACE OF FINISH	N.I.C.	NOT IN CONTRACT	STOR	STORAGE
CAB	CABINET	F.O.M.	FACE OF MASONRY	NO.	NUMBER	STRUCT.	STRUCTURAL
CARP	CARPET	F.O.S.	FACE OF STUD	NOM.	NOMINAL	SURF	SURFACE
CAT	CATALOG	FPP	FOLDING PANEL PARTITION	N.T.S.	NOT TO SCALE	SUSP.	SUSPENDED
CB	CATCH BASIN	FPW	FOLDING PANEL WOOD DOOR			SV	SHEET VINYL
CEM	CEMENT	F.R.	FIRE RETARDANT	O.A.	OVERALL	SWBD	SWITCHBOARD
CF	CURB FACE	F.R.A.	FIRE RATED ASSEMBLY	O.C.	ON CENTER	SWGR	SWITCHGEAR
CFM	CUBIC FEET PER MINUTE	F.R.P.	FIBERGLASS REINFORCED PANEL	O.D.	OUTSIDE DIAMETER	SWR	SEWER
CHBD	CHALKBOARD	F.S.	FLOOR SINK	O.F.	OVERFLOW DRAIN	SYM.	SYMBOL
CHEM	CHEMICAL	FT.	FOOT OR FEET	OFCI	OWNER FURNISHED-CONTRACTOR INSTALLED	SYS	SYSTEM
CHWR	CHILLED WATER RETURN	FTG.	FOOTING				
CHWS	CHILLED WATER SUPPLY	FURR.	FURRING	OFF	OFFICE	T.	TREAD
CI	CAST IRON	FXTR	FIXTURE	OFOI	OWNER FURNISHED-OWNER INSTALLED	T. & B.	TOP AND BOTTOM
CIR	CIRCLE					T. & G.	TONGUE AND GROOVE
CJ	CONTROL JOINT	G.	GAS	OPNG.	OPENING	T.C.	TOP OF CURB
CL	CENTERLINE	GA.	GAGE	OPP.	OPPOSITE	TD	TRENCH DRAIN
CLG	CEILING	GALV.	GALVANIZED	OVHD	OVERHEAD	TECH	TECHNICAL
CLO	CLOSET	GB	GRAB BAR			TEL.	TELEPHONE
CLRM	CLASSROOM	G.I.	GALVANIZED IRON	PART.	PARTITION	TEMP.	TEMPERATURE
CMT	CERAMIC MOSAIC TILE	GL.	GLASS	PB	PULL BOX	T.G.	TOP OF GRATE
CMU	CONCRETE MASONRY UNIT	GLU LAM.	GLUE LAMINATED	PBD	PARTICLEBOARD	THK	THICK
CND	CONDUIT	GND.	GROUND	PC	PORTLAND CEMENT	THRES.	THRESHOLD
CO	CLEANOUT	GPM	GALLONS PER MINUTE	PD	PLANTER DRAIN	THRU	THROUGH
COL	COLUMN	GR.	GRADE	PERF	PERFORATED	TKBD	TACKBOARD
COMM	COMMUNICATION	GYP.	GYPSUM	PERP	PERPENDICULAR	T.O.	TOP OF
COMP	COMPOSITION			PE	PAINT EGGSHELL	T.O.P.	TOP OF PARAPET
CONC	CONCRETE	H.B.	HOSE BIBB	PF	PAINT FLAT	TOT	TOTAL
CONF	CONFERENCE	HCN	HOLLOW CORE NATURAL FINISH	PG	PAINT GLOSS	T.P.	TOP OF PAVING
CONN	CONNECTION	HCP	HOLLOW CORE PAINT FINISH	P.H.	PANIC HARDWARE	TRNSF.	TRANSFORMER
CONT	CONTINUOUS	HDBD.	HARDBOARD	PIV	POST INDICATOR VALVE	TW	TOP OF WALL
CONTR	CONTRACTOR	HDR	HEADER	P.L.	PROPERTY LINE	TYP.	TYPICAL
COORD	COORDINATE	HDW.	HARDWARE	PL.	PLATE		
CORR	CORRIDOR	HDWD.	HARDWOOD	P.LAM.	PLASTIC LAMINATE	UGND	UNDERGROUND
COV	COVER	HGT.	HEIGHT	PLAS.	PLASTER	UNFIN.	UNFINISHED
CP	CONTROL PANEL	H.M.	HOLLOW METAL	PLAT.	PLATFORM	U.N.O.	UNLESS NOTED OTHERWISE
CR	CONDENSATE RETURN	HORIZ.	HORIZONTAL	PLBG	PLUMBING	U.O.S.	UNDERSIDE OF STRUCTURE
CSWK	CASEWORK	HP	HORSEPOWER	PLF	POUNDS PER LINEAR FOOT	UR.	URINAL
CT	CERAMIC TILE	HR.	HOUR	PLYWD.	PLYWOOD	UTIL	UTILITY
CTSK	COUNTERSUNK	HTG.	HEATING	PNL	PANEL		
CTV	CABLE TELEVISION	HTWR	HOT WATER RETURN	POS	POSITIVE	V	VOLT
CW	COLD WATER	HTWS	HOT WATER SUPPLY	PR.	PAIR	VAC	VACUUM
		HVAC	HEATING, VENTILATING, AIR CONDITIONING	PREFAB	PREFABRICATED	VAV	VARIABLE AIR VOLUME
DBL	DOUBLE			PREFIN	PREFINISHED	V.C.T.	VINYL COMPOSITION TILE
DEMO	DEMOLITION	HVY	HEAVY	PRELIM	PRELIMINARY	VERT.	VERTICAL
DEPT	DEPARTMENT	HW	HOT WATER	PROJ	PROJECT	VEST.	VESTIBULE
DET	DETAIL			PSF	POUNDS PER SQUARE FOOT	VFWC	VINYL FABRIC WALL COVERING
DF	DRINKING FOUNTAIN	I.D.	INSIDE DIAMETER	PSG	PAINT SEMI-GLOSS		
DG	DECOMPOSED GRANITE	I.E.	INVERT ELEVATION	PSI	POUNDS PER SQUARE INCH	W	WATT
DIA	DIAMETER	INSUL.	INSULATION	PVC	POLYVINYL CHLORIDE	W/	WITH
DIM	DIMENSION	INT.	INTERIOR			W.C.	WATER CLOSET
DISP.	DISPENSER	INV.	INVERT	Q.T.	QUARRY TILE	WD.	WOOD
DIST.	DISTANCE	IW	IRRIGATION WATER	QTY	QUANTITY	WDW.	WINDOW
DIV.	DIVISION					WHSE	WAREHOUSE
D.L.	DEAD LOAD	JAN.	JANITOR			WL	WIND LOAD
DN.	DOWN	JCT.	JUNCTION			WLD	WELDED
DS.	DOWN SPOUT	JT.	JOINT			WP	WORKING POINT
DWG.	DRAWING					WPG	WATERPROOFING
						WR	WATER RESISTANT
						WSCT.	WAINSCOT
						WT	WEIGHT
						W.W.F.	WELDED WIRE FABRIC
						XFMR	TRANSFORMER

APPLICABLE CODES

LIST OF APPLICABLE CODES

2022 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24 CCR
2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 CCR
2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 CCR
2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 CCR
2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 CCR
2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 CCR
2022 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 CCR
2022 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 CCR
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 CCR
2022 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
2019 A17.1 / CSA B44: CCR, TITLE 8, DIVISION 1, CHAPTER 4, SUBCHAPTER 6 ELEVATOR SAFETY ORDERS SAFETY CODE FOR ELEVATORS AND ESCALATORS
2010 ADA STANDARDS FOR ACCESSIBLE DESIGN

PARTIAL LIST OF APPLICABLE STANDARDS

NFPA 13	STANDARD FOR THE INSTALLATION OF SPRINKLER SYSTEMS (CA AMENDED)	2022 EDITION
NFPA 14	STANDARD FOR THE INSTALLATION OF STANDPIPE AND HOSE SYSTEMS	2019 EDITION
NFPA 24	STANDARD FOR THE INSTALLATION OF PRIVATE FIRE SERVICE MAINS AND THEIR APPURTENANCES	2019 EDITION
NFPA 72	NATIONAL FIRE ALARM CODE AND SIGNALING CODE (CA AMENDED)	2022 EDITION
NFPA 80	STANDARD FOR FIRE DOORS AND OTHER OPENING PROTECTIVES	2019 EDITION
NFPA 2001	STANDARD FOR CLEAN AGENT FIRE EXTINGUISHING SYSTEMS	2018 EDITION
UL 300	STANDARD FOR FIRE TESTING OF FIRE EXTINGUISHER SYSTEMS FOR PROTECTION OF COMMERCIAL COOKING EQUIPMENT	2005 (R2010)
UL 464	AUDIBLE SIGNALING DEVICES FOR FIRE ALARM AND SIGNALING SYSTEMS, INCLUDING ACCESSORIES	2003 EDITION
UL 521	STANDARD FOR HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS	1999 EDITION
UL 1971	STANDARD FOR SIGNALING DEVICES FOR THE HEARING IMPAIRED	2002 (R2010)
NFPA 92	STANDARD FOR SMOKE CONTROL SYSTEMS	2012 EDITION
NFPA 253	CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS	2019 EDITION

FOR A LIST OF APPLICABLE STANDARDS, INCLUDING CALIFORNIA AMENDMENTS TO THE NFPA STANDARDS, REFER TO CBC CHAPTER 35 AND CFC CHAPTER 80.

SHEET INDEX

GENERAL (2 SHEETS)
T-1 COVER SHEET
T-2 SHEET INDEX

* CIVIL (9 SHEETS)
C-1.0 GENERAL NOTES, LEGENDS, & ABBREVIATIONS
C-1.1 TOPOGRAPHICAL SURVEY
CD-1.0 SITE DEMOLITION PLAN
C-2.0 SITE CONTROL PLAN
C-2.1 SITE COORDINATES PLAN
C-3.0 SITE GRADING PLAN
C-5.0 MISCELLANEOUS DETAILS
C-6.0 EROSION CONTROL PLAN
C-6.1 EROSION CONTROL DETAILS

* LANDSCAPE (1 SHEET)
L-1 LANDSCAPE PLANTING PLAN

ARCHITECTURAL (4 SHEETS)
AS-1 OVERALL CAMPUS SITE PLAN
AS-2 ENLARGED SITE REMODEL PLAN
AS-3 ENLARGED SITE PLANS
2.01 SITE DETAILS

* ELECTRICAL (4 SHEETS)
E-0.1 SYMBOL LIST, FIXTURE SCHEDULE, NOTES, AND DETAILS
E-0.2 OUTDOOR TITLE 24
ES-1 SITE ELECTRICAL PLAN
ES-2 ENLARGED SITE ELECTRICAL PLAN

(TOTAL NO. OF SHEETS: 20)

STATEMENT OF GENERAL CONFORMANCE

(Application No. 03-124998 **File No.** 19-66 **)**

☒ The drawings or sheets listed on the cover or index sheet [marked by asterisk (*)]
☐ This drawing, page of specifications/calculations

have been prepared by other design professionals or consultants who are licensed and/or authorized to prepare such drawings in this state. It has been examined by me for:

1) design intent and appears to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications prepared by me, and

2) coordination with my plans and specifications and is acceptable for incorporation into the construction of this project.

This Statement of General Conformance "shall not be construed as relieving me of my rights, duties, and responsibilities under Sections 17302 and 81138 of the Education Code and Sections 4-336, 4-341 and 4-344" of Title 24, Part 1. (Title 24, Part 1, Section 4-317 (b))

I find that: ☒ All drawings or sheets listed on the cover or index sheet ☐ This drawing or page

☒ is/are in general conformance with the project design, and ☒ has/have been coordinated with the project plans and specifications.	☐ is/are in general conformance with the project design intent, and ☐ has/have been coordinated with the project plans and specifications.
7/16/2024	
Signature / Date	Signature / Date
Architect or Engineer designated to be in general responsible charge	Architect or Engineer delegated responsibility for this portion of the work
WILLIS R. FISHER	
Print Name	Print Name
C 31010 / 8/31/2025	
License Number / Expiration Date	License Number / Expiration Date

SUMMARY OF WORK

THE PROJECT CONSISTS OF REMOVING EXISTING LANDSCAPING AND CONCRETE CURB TO ACCOMMODATE FOR A NEW PARKING LOT WITH 16 ADDITIONAL STALLS, NEW CONCRETE WALKWAY, AND FENCING. ADDITIONALLY, THE EXISTING PLAYGROUND SURFACE AND EQUIPMENT WILL BE REMOVED AND REPLACED WITH A NEW POUR-IN-PLACE RUBBER SURFACE AND EQUIPMENT.

PROJECT DIRECTORY

OWNER
BEVERLY HILLS UNIFIED SCHOOL DISTRICT
255 SOUTH LASKY DRIVE
BEVERLEY HILLS, CA 90212
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tBP/ARCHITECTURE
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CIVIL ENGINEER
VCA ENGINEERS, INC.
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ALHAMBRA, CA 91801
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REFERENCE SYMBOLS

FULL BUILDING SECTION
A / A-4 — LETTER ABOVE - SECTION; NUMBER BELOW - SHEET NUMBER
A / A-4 — SECTION

PARTIAL BUILDING SECTION / WALL SECTION
B / A-4 — LETTER ABOVE - SECTION; NUMBER BELOW - SHEET NUMBER

EXTERIOR ELEVATION
1 / A-3 — NUMBER ABOVE - ELEVATION NUMBER; NUMBER BELOW - SHEET NUMBER

DETAIL
2 / 3.01 — NUMBER ABOVE - DETAIL NUMBER; NUMBER BELOW - SHEET NUMBER

MATERIAL SYMBOLS

EARTH | PLYWOOD | RIGID INSULATION
SAND & GROUT | FINISH WOOD | ACOUSTICAL CEILING PANEL/ TILE
CONCRETE | LATH & PLASTER
MASONRY | GYPSUM BOARD
STEEL | BATT INSULATION

GENERAL NOTES

ALL WORK TO CONFORM TO 2022 EDITION TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)

CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY ADDENDA OR CONSTRUCTION CHANGE DOCUMENTS APPROVED BY THE DIVISIONS OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, CCR.

A 'DSA CERTIFIED' PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, CALIFORNIA BUILDING STANDARDS ADMINISTRATIVE CODE (PART 1, TITLE 24 CCR).

A 'DSA CERTIFIED' INSPECTOR WITH CLASS (3) CERTIFICATION IS REQUIRED FOR THIS PROJECT

A DSA ACCEPTED TESTING LABORATORY DIRECTLY EMPLOYED BY THE SCHOOL BOARD SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.

DRINKING WATER WELL SHALL COMPLY WITH ALL LOCAL HEALTH DEPARTMENT REQUIREMENTS.

GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.

COPY OF TITLE 24 PART 1 THROUGH 5 AND 9 SHALL BE KEPT ON CONSTRUCTION SITE.

THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24, CCR. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CCR, A CONSTRUCTION CHANGE DOCUMENT (CCD), OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE WORK. (SECTION 4-3179C0, PART 1, TITLE 24, CCR)

WORK SHALL COMPLY WITH THE PROVISIONS OF CHAPTER 33 OF CBC & CFC, 2022 EDITION 'FIRE SAFETY DURING CONSTRUCTION AND DEMOLITION'.

ALL SADDLES, CLAMPS AND FITTINGS SHALL CONFORM TO THE GUIDELINES AS SPECIFIED IN APPENDICES "A, B, & C" RESPECTIVELY IN ASCE 19-16, "STRUCTURAL APPLICATIONS OF STEEL CABLES FOR BUILDINGS."

WHENEVER DSA FINDS ANY CONSTRUCTION WORK IS BEING PREFORMED IN A MANNER CONTRARY TO THE PROVISIONS OF CALIFORNIA BUILDING CODE AND THAT WOULD COMPROMISE THE STRUCTURAL INTEGRITY OF THE BUILDING, THE DEPARTMENT OF GENERAL SERVICES, STATE OF CALIFORNIA, IS AUTHORIZED TO ISSUE A STOP WORK ORDER PER SECTION 4-334.1 CALIFORNIA ADMINISTRATIVE CODE (PART 1, TITLE 24, CCR).

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

A# 03-124998
DIVISION OF THE STATE ARCHITECT
355 S. GRAND AVE, SUITE 2100
LOS ANGELES, CA 90071
ph: 213.897.3995 fx: 213.897.3159/0726

agency

tBP architecture planning interiors

LICENSED ARCHITECT WILLIS R. FISHER NO. C 31010 REGISTERED PROFESSIONAL ENGINEER STATE OF CALIFORNIA

tBP/Architecture
4611 Teller Avenue
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architect

consultant

WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

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drawing title:

SHEET INDEX

drawing no.:

T-2

drawing of

GENERAL NOTES:

1. ALL WORK PERFORMED IN THIS CONTRACT SHALL CONFORM TO:
   - A. PROJECT SPECIFICATIONS.
   - B. THE LATEST EDITION AND SUPPLEMENTS OF THE STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (SSPWC) AND STANDARD PLANS FOR PUBLIC WORK CONSTRUCTION (SPPWC).
   - C. 2022 CALIFORNIA BUILDING CODE AND CITY OF LYNWOOD STANDARDS.
   - D. LYNWOOD UNIFIED SCHOOL DISTRICT STANDARDS, SPECIFICATIONS AND REQUIREMENTS.
2. ALL WORK SHALL COMPLY WITH THE REQUIREMENTS OF THE WORK SPECIFIED ON THE DRAWINGS AND WITHIN THE VARIOUS NOTES SHOWN HEREIN.
3. THE EXISTING CONDITIONS SHOWN DIAGRAMMATICALLY ON THE PLANS ORIGINATED FROM AS BUILT DRAWINGS AND FIELD SURVEY. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VISIT THE JOB SITE AND VERIFY THE EXACT EXISTING CONDITIONS UNLESS CONCEALED BEFORE SUBMITTING HIS BID. ANY DISCREPANCY SHALL BE REPORTED IMMEDIATELY TO THE OWNER USING THE PROPER REQUEST FOR INFORMATION FORMS PRIOR TO SUBMITTING HIS BID FOR PROPER ACTION.

UNDERGROUND SERVICE ALERT AND UTILITY SURVEY

4. BEFORE COMMENCING ANY EXCAVATION, THE CONTRACTOR SHALL OBTAIN AN UNDERGROUND SERVICE ALERT INQUIRY I.D. NUMBER BY CALLING 1-800-422-4133. TWO (2) WORKING DAYS SHALL BE ALLOWED AFTER THE I.D. NUMBER IS OBTAINED AND BEFORE THE EXCAVATION WORK IS STARTED THAT UTILITY OWNERS CAN BE NOTIFIED.
5. THE CONTRACTOR SHALL PERFORM A MINIMUM LEVEL B UTILITY SURVEY SUPPLEMENTED BY A LEVEL A UTILITY SURVEY TO CONFIRM THE PRESENCE OF EXISTING UNDERGROUND UTILITIES. LEVEL A AND B UTILITY SURVEY SHALL CONFORM TO THE AMERICAN SOCIETY OF CIVIL ENGINEERS (ASCE) CI / ASCE 38-02 MANUAL.

PROTECTION AND RESTORATION OF EXISTING IMPROVEMENTS AND PERSONNEL

6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF PUBLIC AND PRIVATE PROPERTY ADJACENT TO THE WORK THAT ARE NOT PART OF THE DEMOLITION WORK IF ANY. CONTRACTOR TO RESTORE DAMAGED AREAS TO MATCH EXISTING AT NO ADDITIONAL COST TO THE OWNER.
7. THE CONTRACTOR SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS INCLUDING SAFETY OF ALL PERSONS AND PROPERTY, DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT.

GENERAL DEMOLITION AND NEW SITE WORK

8. THE CONTRACTOR SHALL PROTECT ALL EXISTING STRUCTURES IN THE AREA OF WORK WHICH ARE NOT INCLUDED IN THIS CONSTRUCTION. ANY DAMAGE RESULTING FROM THIS WORK SHALL BE REPAIRED AND/OR REPLACED AT NO ADDITIONAL COST TO THE OWNER.
9. CONTRACTOR SHALL FIELD VERIFY EXISTING STRUCTURES AND SUBSTRUCTURES WHICH ARE INDICATED TO BE REMOVED IN THIS CONSTRUCTION DOCUMENTS SHALL BE TOTALLY REMOVED AND DISPOSED OF OFFSITE, UNLESS OTHERWISE INDICATED. EXISTING FACILITIES WHICH ARE DISCOVERED DURING CONSTRUCTION (INCLUDING WALLS, FOOTINGS AND FOUNDATIONS) SHALL BE REPORTED TO AND COORDINATED WITH THE OWNER AS TO THEIR REMOVAL. CONTRACTOR WILL NOTIFY THE OWNER IN WRITING PRIOR TO COMMENCING THE WORK.
10. ALL SITE PREPARATION AS INDICATED SHALL BE MADE UNDER THE CONTINUOUS INSPECTION OF THE INSPECTOR OF RECORD (IOR) AND OWNER AUTHORIZED REPRESENTATIVE (OAR). SECURE THE REQUIRED PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY FOR THE CONSTRUCTION OF TRENCHES, SHORING OR EXCAVATIONS WHICH ARE 5 FEET OR DEEPER OR WORK THAT MAY JEOPARDIZE THE WORKERS. SHORING CALCULATIONS SHALL BE PROVIDED AS REQUIRED FOR APPROVAL AND PERMITTING.
11. THE CONTRACTOR SHALL CONTROL CONSTRUCTION NOISE AND SHALL KEEP THE CONSTRUCTION AREA SUFFICIENTLY DAMPENED TO CONTROL DUST CAUSED BY WORK ACTIVITIES AS REQUIRED BY THE OWNER AND JURISDICTIONAL AGENCY.
12. ALL WORK IN THE PUBLIC RIGHT OF WAY REQUIRE APPROVAL BY THE JURISDICTIONAL AGENCY DEPARTMENT OF PUBLIC WORKS / TRAFFIC AND TRANSPORTATION DEPARTMENTS BEFORE CONSTRUCTION BEGINS. OWNER SHALL SECURE AND PAY FOR ANY PERMIT INCLUDING UTILITY CONNECTIONS REQUIRED PRIOR TO CONSTRUCTION.
13. CONTRACTOR SHALL INSTALL TEMPORARY FENCING AROUND THE PERIMETER OF THE CONSTRUCTION SITE AND STAGING AREA. CONTRACTOR TO REFER TO SPECIFICATION 015000 "CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS" FOR ALL TEMPORARY FACILITIES.
14. CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS, INCLUDING NPDES, FROM THE APPROPRIATE JURISDICTIONAL AGENCIES FOR DISCHARGE OF GROUND WATER THAT MAY BE NECESSARY TO ACCOMPLISH EXCAVATIONS SHOWN ON THESE PLANS.
15. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.

SURVEYS AND TESTING

16. CONSTRUCTION STAKING AND ADJUSTMENTS FOR SITE AND UTILITY IMPROVEMENTS SHOWN ON THESE PLANS SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR PAID FOR BY THE CONTRACTOR AND INCLUDED IN THE CONTRACT.
17. ANY ADDITIONAL SURVEYS OR TESTING AS A RESULT OF CONTRACTOR ERROR OR MISINFORMATION WILL BE CHARGED TO THE CONTRACTOR.
18. SITE BOUNDARIES, EASEMENTS, DRAINAGE DEVICES, RESTRICTED USE AREAS SHALL BE LOCATED USING CONSTRUCTION STAKING. PRIOR TO GRADING, ALL PROPERTY LINES, EASEMENTS, GRAVITY PIPING INVERTS (STORM DRAIN AND SEWERS) AT THEIR OUTFALLS, AND RESTRICTED USE AREAS SHALL BE STAKED BY A LICENSED SURVEYOR.

GENERAL GRADING

19. CONSTRUCT STRAIGHT GRADES BETWEEN ELEVATIONS SHOWN ON PLAN UNLESS INTERRUPTED BY A GRADE CHANGE LINE. ANY DEVIATION FROM THE GRADING PLAN MUST HAVE PRIOR APPROVAL FROM THE ENGINEER.
20. GRADE LAWN, TURF, AND PLANTING AREA 1/2" MAX AT ACCESSIBLE PATH OF TRAVEL AND 2" MAX AT OTHER AREAS BELOW DESIGN GRADES INDICATED.
21. ADJUST TO GRADE EXISTING MANHOLE RIMS, VALVE BOXES AND ELECTRICAL VAULT LIDS TO DESIGN GRADES WITHIN THE IMPROVEMENT AREA.
22. ALL EXPORT OF MATERIAL FROM THE SITE MUST GO TO A PERMITTED SITE APPROVED BY THE JURISDICTIONAL AGENCY REPRESENTATIVE OR A LEGAL DUMPSITE. RECEIPTS FOR ACCEPTANCE OF EXCESS MATERIAL BY A DUMPSITE ARE REQUIRED AND MUST BE PROVIDED TO THE INSPECTOR OF RECORD UPON REQUEST.
23. APPROVED GRADING PLANS MUST BE IN THE POSSESSION OF A RESPONSIBLE PERSON AND AVAILABLE AT THE SITE AT ALL TIMES.
24. THE CONTRACTOR IS RESPONSIBLE FOR MAINTAINING ADEQUATE DRAINAGE OF THE SITE DURING INTERIM CONDITIONS UP TO COMPLETION OF CONSTRUCTION.
25. THE PROPOSED GRADE IS THE FINAL GRADE AND NOT THE ROUGH GRADE. THE CONTRACTOR SHALL SUBTRACT THE THICKNESS OF THE PAVED SECTION AND/OR LANDSCAPE TOPSOIL SECTION TO ARRIVE AT THE ROUGH GRADE ELEVATION.
26. THE CONTRACTOR SHALL OBTAIN AN O.S.H.A. PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE CONSTRUCTION OF TRENCHES OR EXCAVATIONS WHICH ARE FIVE FEET OR DEEPER.

GENERAL UTILITY WORK

27. MAINTAIN A RECORD OF LOCATION OF UTILITY MARKERS ON THE AS-BUILT PLAN AND REINSTALL THEM AFTER PAVING. REPLACE BENT OR UNUSABLE MARKERS FOR ALL UTILITY LINES DISCOVERED WITHIN THE WORK AREA. INSTALL BRASS UTILITY MARKERS INDICATING DIRECTIONS OF LINES AT ALL CHANGES IN DIRECTIONS AFTER PAVING. INFORM THE CONTRACTOR'S SURVEYOR TO LOCATE AND RECORD ACTUAL LOCATIONS.
28. IF EXISTING UTILITIES ARE EXPOSED OR DETERMINED TO EXIST DURING GRADING, CONTRACTOR SHALL PROVIDE A FLAGGED STAKE THAT INDICATES THEIR LOCATION, TYPE OF UTILITY, SIZE, PIPE MATERIAL AND DEPTH. STAKES SHALL BE INSTALLED NO LESS THAN 50' ON CENTER ON STRAIGHT LINES AND AT BENDS. NOTIFY OWNER IMMEDIATELY REGARDING THESE UNFORESEEN UTILITIES.
29. UNCLOG, CLEAN AND FLUSH THE WORK AREA DRAINAGE SYSTEM AFTER PAVING AND IMMEDIATELY BEFORE A RAIN FORECAST.
30. CONTRACTOR SHALL INSTALL TEMPORARY FENCING AROUND THE PERIMETER OF THE CONSTRUCTION SITE AND STAGING AREA. FENCING SHALL BE MINIMUM 6' TALL AND SHALL HAVE A DUST/VISION BARRIER ALONG THE FULL LENGTH. THE DUST/VISION BARRIER SHALL EXTEND THE LENGTH OF THE CONSTRUCTION SITE. THE FENCING SHALL BE ANCHORED TO THE SURFACE AND SHALL BE ABLE TO WITHSTAND A 200-POUND HORIZONTAL POINT LOAD IN ANY DIRECTION. WORK AREA AND STAGING AREA SHALL BE SECURE AT ALL TIMES.
31. REMOVE YARD BOXES WITHIN THE GRADING LIMITS AND INSTALL NEW ONES TO MATCH DESIGN GRADES.
32. ALL SUBDRAIN OUTLETS ARE TO BE SURVEYED FOR LINE AND ELEVATION. SUBDRAIN INFORMATION MUST BE SHOWN ON AN "AS BUILT" GRADING PLAN.

GENERAL NOTES (cont):

CLOSE-OUT

33. UPON COMPLETION OF PROJECT, CONTRACTOR SHALL REMOVE EXISTING CONSTRUCTION FENCING, APPURTENANCES AND OFFICE TRAILERS FROM THE SITE. PAVEMENT SHALL BE PATCHED AND REPAIRED TO MATCH ADJACENT PAVEMENT AND APPROVED BY THE INSPECTOR OF RECORD, CONSTRUCTION PROJECT MANAGER OR DISTRICT REPRESENTATIVE AS APPLICABLE.
34. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO PROVIDE THE OWNER WITH A COMPLETE SET OF REPRODUCIBLE "AS-BUILT" DRAWINGS OF ALL WORK PERFORMED UNDER THIS CONTRACT, AS SHOWN WITHIN THESE CONSTRUCTION DRAWINGS. ALL FIELD CHANGES SHALL BE SHOWN IN DETAIL ON THE "AS-BUILT" DRAWINGS AND SHALL INCORPORATE AS A MINIMUM, NEW ELEVATIONS, GRADES AND ALIGNMENT OF UNDERGROUND FACILITIES WITH DIMENSIONAL TIES TO BUILDINGS OR OTHER VISIBLE IMPROVEMENTS.

LEGENDS:

REMOVAL LEGEND:

REMOVE EXISTING AC PAVEMENT AND BASE MATERIAL, FULL DEPTH.

REMOVE EXISTING CONCRETE PAVEMENT AND BASE MATERIAL, FULL DEPTH.

REMOVE EXISTING RUBBER PLAYGROUND TILES.

CLEAR, GRUB AND REMOVE EXISTING TURF/PLANTER/SHRUBS/EXPOSED SUBGRADE AREA. REMOVE EXISTING SHRUBS AND ROOTS IN THEIR ENTIRETY.

LIMIT OF REMOVAL

CHAIN LINK FENCE

WROUGHT IRON FENCE

FLOW LINE

SITE CONTROL LEGEND:

AC PAVEMENT

CONCRETE PAVEMENT

RUBBER PLAY SURFACE

TRUNCATED DOME

PLANTER AREA

LIMIT OF WORK

CENTER LINE

CHAIN LINK FENCE

EXISTING GRADE ELEVATION (1462.66)

FINISHED GRADE ELEVATION 1463.50

FLOW LINE

GRADE BREAK

TREE

WROUGHT IRON FENCE

SHEET INDEX:

SHEET NO.	SHEET TITLE
C-1.0	GENERAL NOTES, LEGENDS, AND ABBREVIATIONS
C-1.1	TOPOGRAPHICAL SURVEY
CD-1.0	SITE DEMOLITION PLAN
C-2.0	SITE CONTROL PLAN
C-2.1	SITE COORDINATES PLAN
C-3.0	SITE GRADING PLAN
C-5.0	MISCELLANEOUS DETAILS - SITE
C-6.0	EROSION CONTROL PLAN
C-6.1	EROSION CONTROL DETAILS

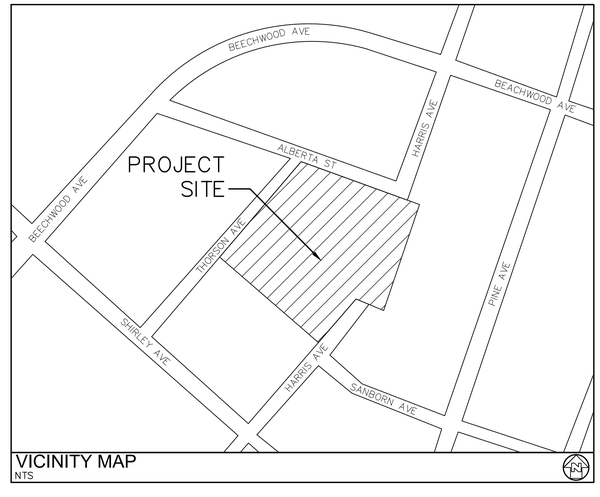
ABBREVIATIONS:

ARCH	ARCHITECTURAL
AC	ASPHALT CONCRETE
BLDG	BUILDING
BR	BOTTOM OF RAMP
BS	BLUE STRIPE
BX	BOTTOM OF CURB AT X
CAB	CRUSHED AGGREGATE BASE
CAR	CARPET
CONC/CC	CONCRETE
CF	CURB FACE
℄ OR CL	CENTERLINE
C/L	CHAIN LINK
CLF	CHAIN LINK FENCE
CLR	CLEAR
COL	COLUMN
CONT.	CONTINUOUS
CRS	CARSTOP
DIA	DIAMETER
DF	DRINKING FOUNTAIN
DI	DRAIN INLET
DWY	DRIVEWAY
E	EXISTING
EC	EDGE OF CONCRETE
EG	EDGE OF GUTTER
EP	EDGE OF PAVEMENT
EL, ELEV	ELEVATION
EPB	ELECTRIC PULL BOX
EW	EACH WAY
FA PB	FIRE ALARM PULL BOX
FF	FINISH FLOOR
FG	FINISH GRADE
FL	FLOW LINE
FS	FINISH SURFACE
FSW	FRONT OF SIDEWALK
FT	FEET
GB	GRADE BREAK
GM	GAS METER
GPB	GAS METER PULL BOX
GR	GUARD RAIL
GRD	GROUND
GSO	GAS SHUT OFF
HCS	HANDICAP SIGN

ABBREVIATIONS (cont):

IPV	IRRIGATION CONTROL PULL BOX
MIN	MINIMUM
MAX	MAXIMUM
N	NEW
NTS	NOT TO SCALE
O.C.	ON CENTER
OH	OVERHEAD
PA	PLANTER AREA
PCC	PORTLAND CEMENT CONCRETE
PL	PROPERTY LINE
PVMT	PAVEMENT
R	RADIUS
RT	RUBBER TILES
SIG PB	SIGNAL PULL BOX
SPB	SEWER PULL BOX
SV	SEWER VALVE
SW	SIDEWALK
TC	TOP OF CURB
TDP	TRUNCATED DOME PAD
TH	THRESHOLD
TR	TOP OF RAMP
TX	TOP OF CURB AT X
TYP	TYPICAL
WI	WROUGHT IRON FENCE
WM	WATER METER
WV	WATER VALVE

DIG ALERT
DIAL TOLL FREE
1-800-227-2600
AT LEAST TWO DAYS BEFORE YOU DIG
UNDERGROUND SERVICE ALERT OF SOUTHERN CALIFORNIA



VICINITY MAP
NTS

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
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SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

A# 03-124998
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REGISTERED PROFESSIONAL ENGINEER ROBERT C. TAYLOR No. C36079 Exp. 6/30/26 CIVIL STATE OF CALIFORNIA

consultant

WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

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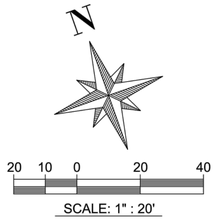
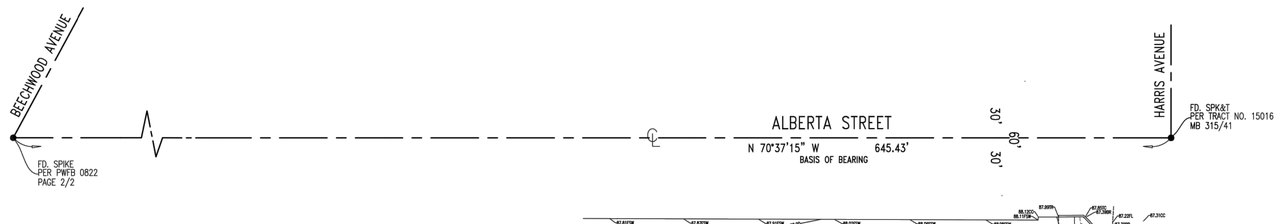
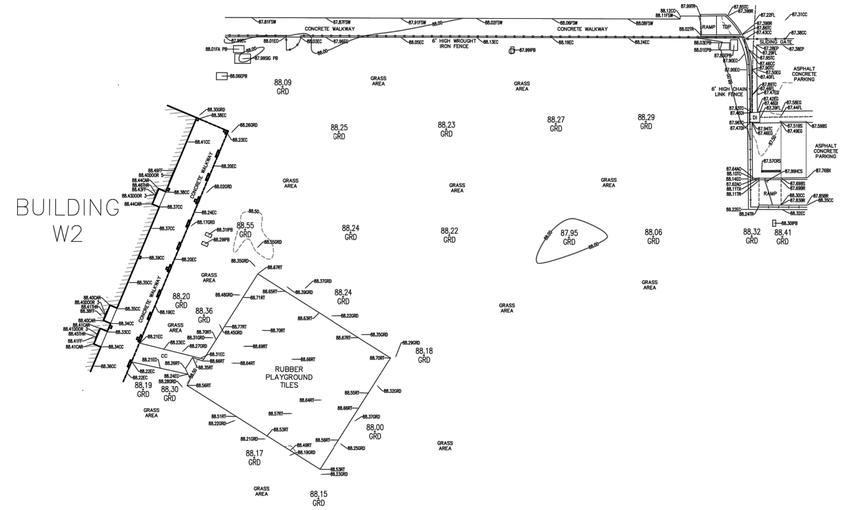
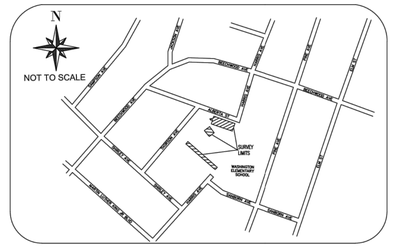
drawing title:
GENERAL NOTES, LEGENDS & ABBREVIATIONS

drawing no.:
C-1.0
drawing 1 of 9









LEGEND:

CENTER LINE _____

CHAIN LINK FENCE _____ x x x x

CONTOUR LINE _____ 1567 / 1566

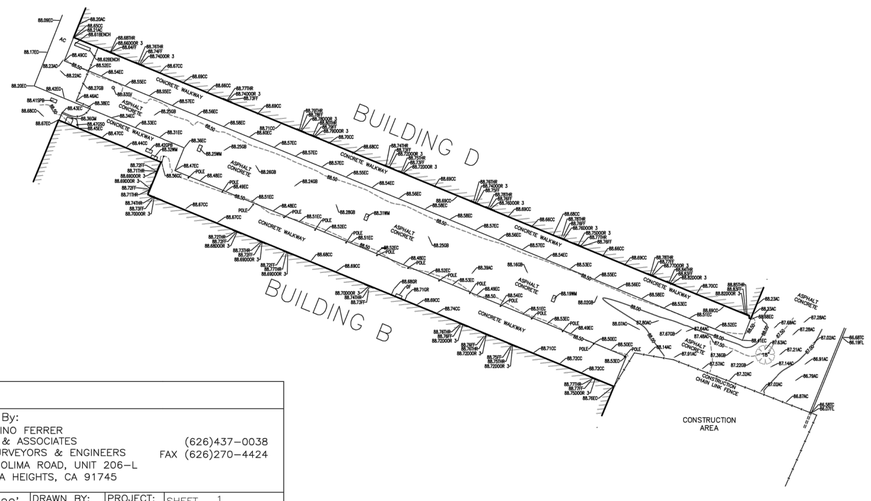
PILLAR/BUILDING _____

(#) - TREE
- DIA IN INCHES

℄ - CENTER LINE

ABBREVIATIONS:

AC - ASPHALT CONCRETE
BS - BLUE STRIPE
BR - BOTTOM OF RAMP
BX - BOTTOM OF CURB AT X
CAR - CARPET
C/CC - CONCRETE
CRS - CARSTOP
DF - DRINKING FOUNTAIN
DI - DRAIN INLET
EC - EDGE OF CONCRETE
EG - EDGE OF GUTTER
EP - EDGE OF PAVEMENT
EPB - ELECTRIC PULL BOX
FA PB - FIRE ALARM PULL BOX
FF - FINISH FLOOR
FL - FLOW LINE
FSW - FRONT OF SIDEWALK
GB - GRADE BREAK
GM - GAS METER
GPB- GAS METER PULL BOX
GR - GUARD RAIL
GRD - GROUND
GSO - GAS SHUT OFF
HCS - HANDICAP SIGN
IPV - IRRIGATION CONTROL
PULL BOX
RT - RUBBER TILES
SIG PB - SIGNAL PULL BOX
SPB - SEWER PULL BOX
SV - SEWER VALVE
TC - TOP CURB
TDP - TRUNCATED DOME PAD
THR - THRESHOLD
TR- TOP OF RAMP
TX - TOP OF CURB AT X
WM - WATER METER



SURVEYOR'S NOTES:

1. THIS MAP REPRESENTS A TOPOGRAPHIC SURVEY OF VISIBLE FIELD CONDITIONS AT THE TIME OF THIS SURVEY. NO EASEMENTS, COVENANTS, CONDITIONS, OR RESTRICTIONS HAVE BEEN DETERMINED EXCEPT THOSE SHOWN.
2. THE HORIZONTAL BASIS FOR THIS SURVEY IS N 70°37'15" W ON ALBERTA STREET PER TRACT NO. 15016 MB 315/41 IN THE CITY OF LYNWOOD, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA.
3. THE VERTICAL BASIS FOR THIS SURVEY IS DESCRIBED AS L&SPK IN S CB NR BCR @ SW COR ATLANTIC AVE & BEECHWOOD AVE. ELEVATION = 88.77'
4. REFER TO AUTOCAD DWG FILE FOR ADDITIONAL SURVEY POINTS AND DATA FEATURES NOT SHOWN HERE.

SURVEYOR'S STATEMENT:

I hereby state that I am a Professional Land Surveyor of the State of California, that this map, consisting of 1 sheet represents a survey made by me or under my supervision.

DATE: 11/18/2024

LICENSED LAND SURVEYOR — JOHN T. RUFF — NO. 6844 — Exp. 9-30-26 — STATE OF CALIFORNIA

JOHN T. RUFF L.S. 6844

DATE: 11/18/2024

TOPOGRAPHIC SURVEY

OWNER'S NAME:
WASHINGTON ELEMENTARY SCHOOL

JOB ADDRESS:
4225 SANBORN AVENUE,
LYNWOOD, CA 90262

APN: 6190-012-901
6193-017-901

Prepared By:
FLORENTINO FERRER
FERRER & ASSOCIATES (626)437-0038
LAND SURVEYORS & ENGINEERS FAX (626)270-4424
16388 COLIMA ROAD, UNIT 206-L
HACIENDA HEIGHTS, CA 91745

SCALE: 1"=20'	DRAWN BY: D.F.	PROJECT: SR24-098	SHEET 1 OF 1 SHEET(S)
DATE: 11/18/24			

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

A# 03-124998
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355 S. GRAND AVE, SUITE 2100
LOS ANGELES, CA 90071
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REGISTERED PROFESSIONAL ENGINEER — JOSEPH C. MONTOYA — No. C 36079 — Exp. 6/30/26 — CIVIL — STATE OF CALIFORNIA

consultant

WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

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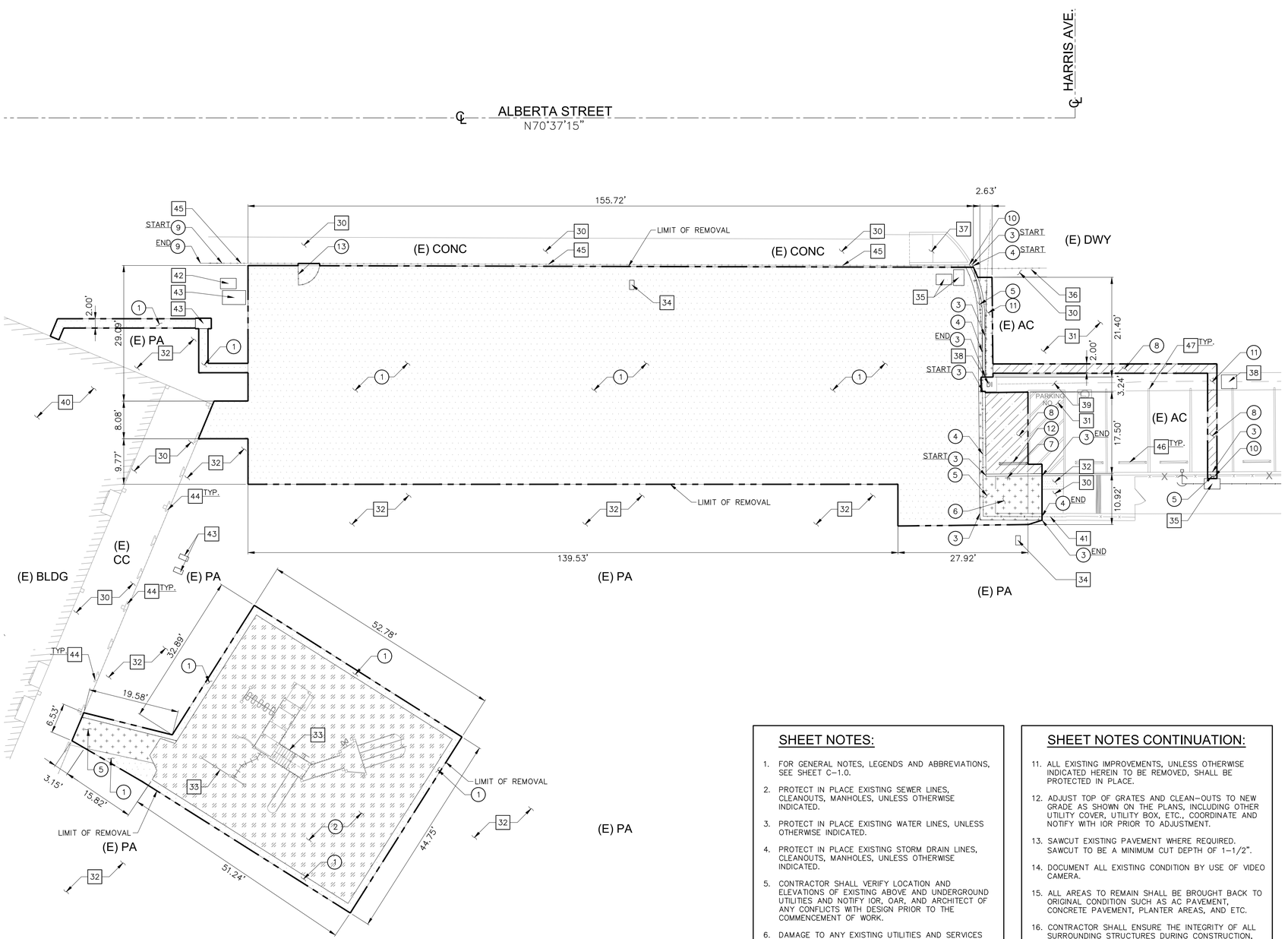
drawing title:
TOPOGRAPHICAL SURVEY

drawing no.:
C-1.1

drawing 2 of 9



REMOVAL NOTES:

1. CLEAR, GRUB AND REMOVE EXISTING TURF/PLANTER/EXPOSED SUBGRADE AREA. REMOVE EXISTING SHRUBS AND ROOTS.
2. REMOVE EXISTING RUBBER PLAYGROUND TILES AND CONCRETE SUB BASE FULL DEPTH.
3. REMOVE EXISTING CONCRETE CURB IN ITS ENTIRETY.
4. REMOVE EXISTING CHAINLINK FENCE, AND FOOTING IN ITS ENTIRETY.
5. REMOVE EXISTING CONCRETE PAVEMENT AND BASE COURSE, FULL DEPTH.
6. REMOVE EXISTING CONCRETE RAMP AND FOOTINGS IN ITS ENTIRETY.
7. EXISTING SIGN TO BE TEMPORARILY REMOVED, REINSTALL AFTER CONCRETE PAVEMENT CONSTRUCTION. COORDINATE WITH DISTRICT FOR TEMPORARY STORAGE.
8. REMOVE EXISTING ASPHALT PAVEMENT AND BASE COURSE, FULL DEPTH.
9. REMOVE EXISTING WROUGHT IRON FENCE.
10. REMOVE AND REINSTALL FENCE AFTER CONSTRUCTION.
11. REMOVE PORTION OF EXISTING CONCRETE V-GUTTER FULL DEPTH.
12. REMOVE EXISTING CONCRETE WHEEL STOP. COORDINATE WITH DISTRICT FOR TEMPORARY STORAGE.
13. REMOVE AND RELOCATE EXISTING GATE.

PROTECT-IN-PLACE NOTES:

30. PROTECT IN PLACE EXISTING CONCRETE PAVEMENT.
31. PROTECT IN PLACE EXISTING ASPHALT PAVEMENT.
32. PROTECT IN PLACE EXISTING TURF/PLANTER/EXPOSED SUBGRADE AREA. ETC. COORDINATE WITH LANDSCAPE DRAWINGS.
33. PROTECT IN PLACE EXISTING PLAY STRUCTURES AND FOOTING IN ITS ENTIRETY.
34. PROTECT IN PLACE EXISTING IRRIGATION PULL BOX. ADJUST TO NEW DESIGN GRADES AS REQUIRED.
35. PROTECT IN PLACE EXISTING SOUTHERN CALIFORNIA ELECTRIC PULL BOX. COORDINATE WITH ELECTRICAL DRAWINGS TO ADJUST TO NEW DESIGN GRADES AS REQUIRED.
36. PROTECT IN PLACE EXISTING SLIDING GATE.
37. PROTECT IN PLACE EXISTING CURB RAMP.
38. PROTECT IN PLACE EXISTING CATCH BASIN/DRAIN INLET.
39. PROTECT IN PLACE EXISTING CONCRETE V-GUTTER.
40. PROTECT IN PLACE EXISTING BUILDING.
41. PROTECT IN PLACE EXISTING CHAIN LINK FENCE.
42. PROTECT IN PLACE EXISTING FIRE ALARM PULL BOX.
43. PROTECT IN PLACE EXISTING PULL BOX.
44. PROTECT IN PLACE EXISTING COLUMNS.
45. PROTECT IN PLACE EXISTING FENCE AND MOWSTRIP.
46. PROTECT IN PLACE EXISTING CONCRETE WHEEL STOP.
47. PROTECT IN PLACE EXISTING PARKING STRIPING.

SHEET NOTES:

1. FOR GENERAL NOTES, LEGENDS AND ABBREVIATIONS, SEE SHEET C-1.0.
2. PROTECT IN PLACE EXISTING SEWER LINES, CLEANOUTS, MANHOLES, UNLESS OTHERWISE INDICATED.
3. PROTECT IN PLACE EXISTING WATER LINES, UNLESS OTHERWISE INDICATED.
4. PROTECT IN PLACE EXISTING STORM DRAIN LINES, CLEANOUTS, MANHOLES, UNLESS OTHERWISE INDICATED.
5. CONTRACTOR SHALL VERIFY LOCATION AND ELEVATIONS OF EXISTING ABOVE AND UNDERGROUND UTILITIES AND NOTIFY IOR, OAR, AND ARCHITECT OF ANY CONFLICTS WITH DESIGN PRIOR TO THE COMMENCEMENT OF WORK.
6. DAMAGE TO ANY EXISTING UTILITIES AND SERVICES TO REMAIN SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. IF CAUSED BY THE CONTRACTOR, CONTRACTOR SHALL REPAIR AND/OR REPLACE IN KIND.
7. CONTRACTOR TO PROTECT IN PLACE ALL ELECTRICAL DEVICES/EQUIPMENT/LIGHT POLES WITH FIXTURES & BASES WITH ASSOCIATED CONDUIT & WIRING, UNLESS OTHERWISE INDICATED.
8. EROSION CONTROL MEASURES SHALL BE IMPLEMENTED TO PREVENT DEBRIS AND UNSUITABLE MATERIALS FROM ENTERING STORM DRAINS, SANITARY SEWERS, AND STREETS.
9. PROTECT IN PLACE EXISTING FENCES & GATES WITHIN OR ADJACENT TO PROJECT LIMIT AND ADJUST TO NEW GRADING UNLESS OTHERWISE NOTED.
10. SEE ARCHITECTURAL DRAWINGS FOR OTHER SITE INFORMATION NOT SHOWN ON THIS DRAWING.

SHEET NOTES CONTINUATION:

11. ALL EXISTING IMPROVEMENTS, UNLESS OTHERWISE INDICATED HEREIN TO BE REMOVED, SHALL BE PROTECTED IN PLACE.
12. ADJUST TOP OF GRATES AND CLEAN-OUTS TO NEW GRADE AS SHOWN ON THE PLANS, INCLUDING OTHER UTILITY COVER, UTILITY BOX, ETC., COORDINATE AND NOTIFY WITH IOR PRIOR TO ADJUSTMENT.
13. SAWCUT EXISTING PAVEMENT WHERE REQUIRED. SAWCUT TO BE A MINIMUM CUT DEPTH OF 1-1/2".
14. DOCUMENT ALL EXISTING CONDITION BY USE OF VIDEO CAMERA.
15. ALL AREAS TO REMAIN SHALL BE BROUGHT BACK TO ORIGINAL CONDITION SUCH AS AC PAVEMENT, CONCRETE PAVEMENT, PLANTER AREAS, AND ETC.
16. CONTRACTOR SHALL ENSURE THE INTEGRITY OF ALL SURROUNDING STRUCTURES DURING CONSTRUCTION, THIS IS TO INCLUDE BUT NOT LIMITED TO (E) SITE WALLS, (E) BUILDING, (E) UTILITY VAULT, (E) UTILITY MANHOLE, (E) DUCTBANK, (E) POST, (E) STRUCTURES AND (E) UTILITY LINES.
17. CONTRACTOR TO VERIFY IN FIELD THE JOINING ELEVATION AND THE CURRENT SITE CONDITION WITH THE DESIGN GRADES. CONTRACTOR SHALL REPORT ANY DISCREPANCIES TO THE AOR AND IOR PRIOR TO THE COMMENCEMENT OF WORK.

REMOVAL LEGEND:

- REMOVE EXISTING AC PAVEMENT AND BASE MATERIAL, FULL DEPTH.
- REMOVE EXISTING CONCRETE PAVEMENT AND BASE MATERIAL, FULL DEPTH.
- CLEAR, GRUB AND REMOVE EXISTING TURF/PLANTER/SHRUBS/EXPOSED SUBGRADE AREA. REMOVE EXISTING SHRUBS AND ROOTS IN THEIR ENTIRETY.
- REMOVE EXISTING RUBBER PLAYGROUND TILES
- LIMIT OF REMOVAL

SITE DEMOLITION PLAN

10 5 0 10 20

SCALE: 1"=10

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consultant

WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

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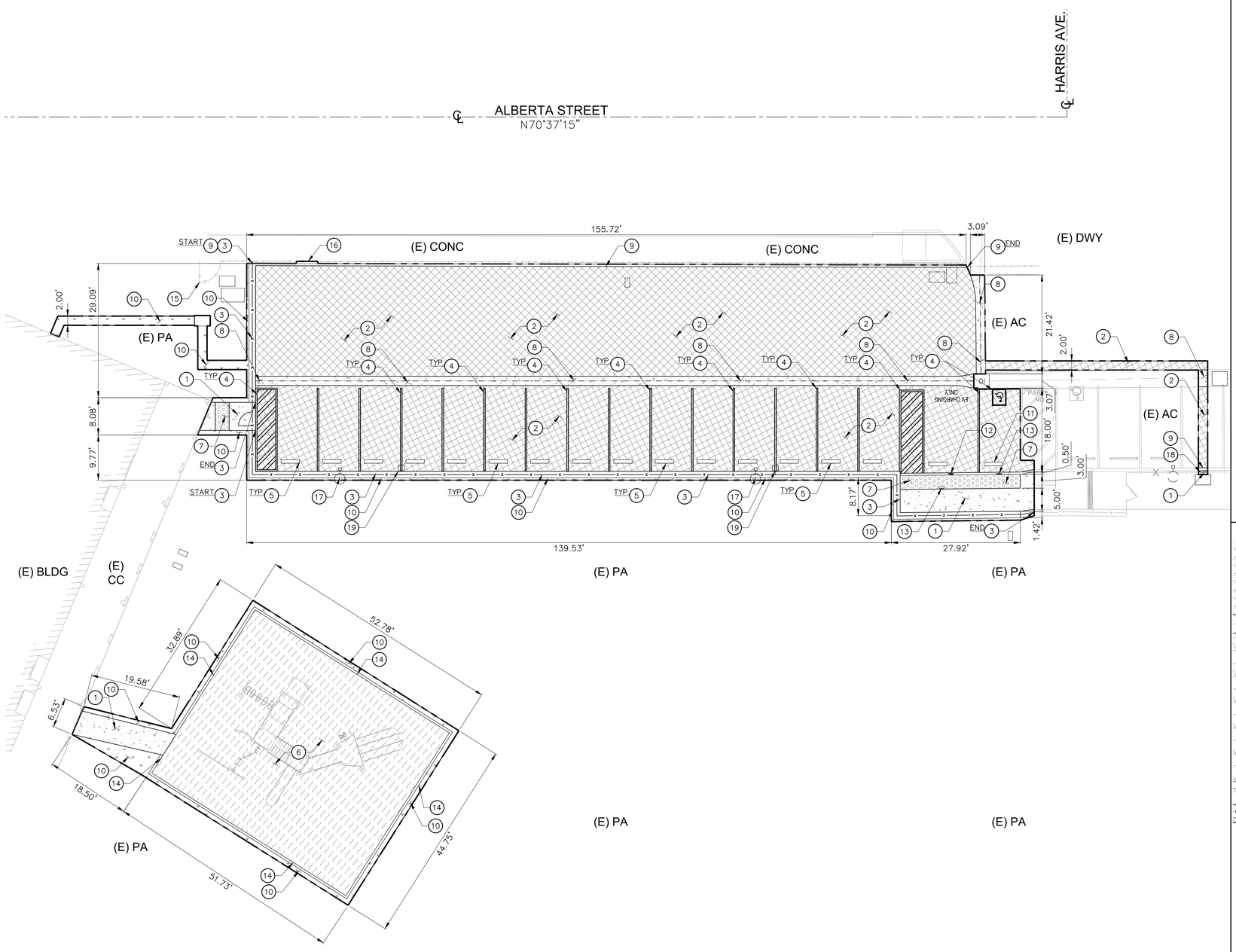
drawing title:

SITE DEMOLITION PLAN

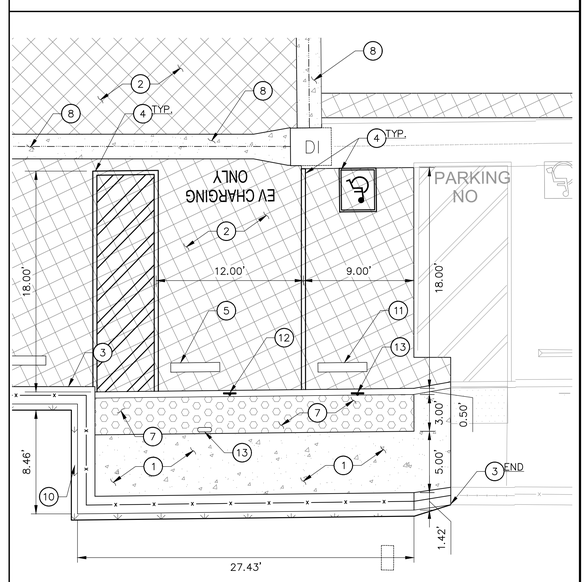
drawing no.:

CD-1.0

drawing 3 of 9



1 ENLARGED SITE CONTROL PLAN
SCALE: 1"=10'



2 ENLARGED SITE CONTROL PLAN
SCALE: 1"=5'

CONSTRUCTION NOTES:

1. CONSTRUCT CONCRETE PAVEMENT AND BASE TO MATCH EXISTING PAVEMENT AND BASE THICKNESS PER DETAIL 2 ON SHEET C-5.0.
2. CONSTRUCT ASPHALT PAVEMENT AND BASE TO MATCH EXISTING PAVEMENT AND BASE PER DETAIL 1 ON SHEET C-5.0.
3. CONSTRUCT NEW CONCRETE CURB WITH CHAINLINK FENCE PER DETAIL 4 ON SHEET C-5.0.
4. NEW STRIPING PER ARCHITECTURAL DRAWINGS.
5. CONCRETE WHEEL STOPS PER ARCHITECTURAL DRAWINGS.
6. NEW POUR IN PLACE RUBBER PLAY SURFACE PER ARCHITECTURAL DRAWINGS.
7. NEW TRUNCATED DOME PER ARCHITECTURAL DRAWINGS.
8. CONSTRUCT 2' WIDE CONCRETE V-GUTTER PER DETAIL 6 SHEET C-5.0.
9. CONSTRUCT NEW CONCRETE CURB PER DETAIL 3 ON SHEET C-5.0.
10. REPAIR GRASS AREA AS REQUIRED.
11. REINSTALL CONCRETE WHEEL STOPS PER ARCHITECTURAL DRAWINGS.
12. NEW SIGN PER ARCHITECTURAL DRAWINGS.
13. REINSTALL SIGN PER ARCHITECTURAL DRAWINGS.
14. CONSTRUCT MOWSTRIP PER ARCHITECTURAL DRAWINGS DETAIL 12/2.01.
15. RELOCATE EXISTING WROUGHT IRON GATE.
16. WROUGHT IRON FENCE PER ARCHITECTURAL DRAWINGS.
17. NEW LIGHT POLES PER ARCHITECTURAL DRAWINGS.
18. REINSTALL CHAINLINK FENCE PER ARCHITECTURAL DRAWING.
19. INSTALL EV CHARGER AS PER ELECTRICAL DRAWING.

LEGEND:

- AC PAVEMENT
- CONCRETE PAVEMENT
- RUBBER PLAY SURFACE
- TRUNCATED DOME
- PLANTER AREA
- LIMIT OF WORK

SHEET NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET C-1.0.
2. REFER TO ARCHITECTURAL DRAWINGS FOR OTHER SITE DIMENSIONS AND IMPROVEMENTS NOT SHOWN ON THIS DRAWING.

SITE CONTROL PLAN
10 5 0 10 20
SCALE: 1"=10

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WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

IBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

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SITE CONTROL PLAN

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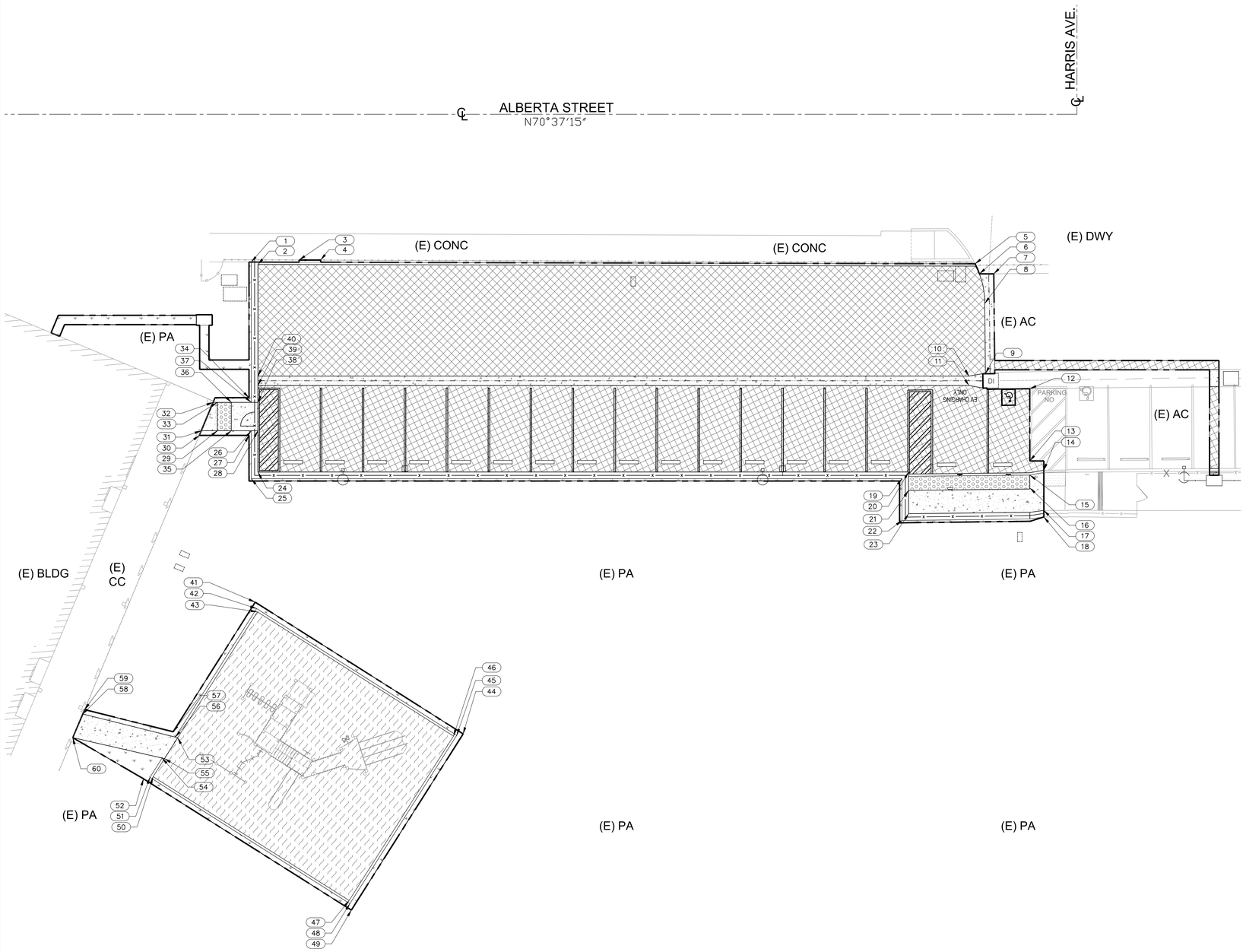
C-2.0
drawing 4 of 9



Point Coordinate Table		
Point #	Northing	Easting
1	4,387.65	4,875.61
2	4,386.71	4,876.78
3	4,384.67	4,885.43
4	4,383.12	4,889.79
5	4,335.80	5,021.91
6	4,333.45	5,022.07
7	4,332.43	5,024.97
8	4,327.08	5,021.04
9	4,312.84	5,016.18
10	4,313.52	5,012.65
11	4,311.64	5,011.98
12	4,306.63	5,024.08
13	4,292.03	5,018.95
14	4,289.15	5,021.12
15	4,289.18	5,017.95
16	4,286.56	5,017.03
17	4,281.04	5,018.27
18	4,279.70	5,017.80
19	4,297.54	4,991.82
20	4,298.41	4,993.63
21	4,294.70	4,992.33
22	4,289.09	4,988.85
23	4,289.98	4,990.67
24	4,344.71	4,862.01
25	4,343.84	4,860.20
26	4,353.53	4,863.61
27	4,352.76	4,862.81
28	4,353.06	4,864.95
29	4,355.95	4,856.73
30	4,356.29	4,852.75
31	4,357.10	4,853.47
32	4,361.99	4,857.89
33	4,361.69	4,858.75
34	4,360.38	4,865.48
35	4,355.90	4,859.89
36	4,360.69	4,861.58
37	4,354.24	4,864.61
38	4,358.80	4,866.96
39	4,362.22	4,868.17
40	4,364.11	4,868.83
41	4,318.58	4,852.20
42	4,317.18	4,852.04
43	4,316.47	4,851.96
44	4,277.14	4,884.89
45	4,277.31	4,883.49
46	4,277.39	4,882.78
47	4,251.56	4,849.98
48	4,250.86	4,849.90
49	4,249.46	4,849.73
50	4,290.56	4,819.14
51	4,290.64	4,818.43
52	4,290.81	4,817.03
53	4,296.69	4,826.87
54	4,293.68	4,822.27
55	4,293.40	4,822.72
56	4,296.98	4,826.43
57	4,298.21	4,826.38
58	4,308.24	4,809.36
59	4,308.99	4,810.04
60	4,304.16	4,805.65

SHEET NOTES:

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SITE COORDINATES PLAN

10 5 0 10 20

SCALE: 1"=10

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REGISTERED PROFESSIONAL ENGINEER ROBERTO C. [illegible] No. C 36079 Exp. 6/30/26 CIVIL STATE OF CALIFORNIA

consultant

WASHINGTON ELEMENTARY
PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

IBP project number : 21216.00

file name:

drawn by: checked by:

date: 10/09/24

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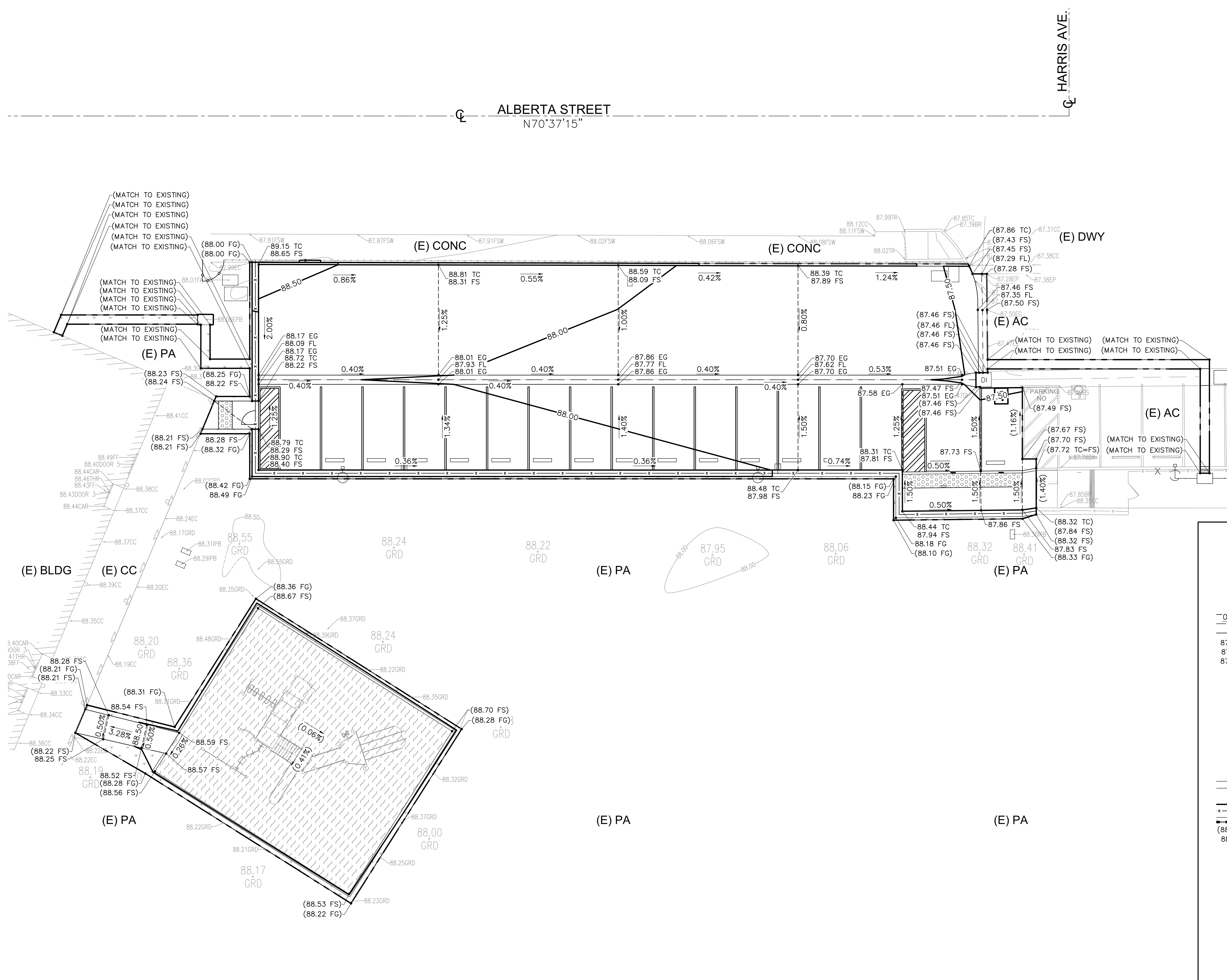
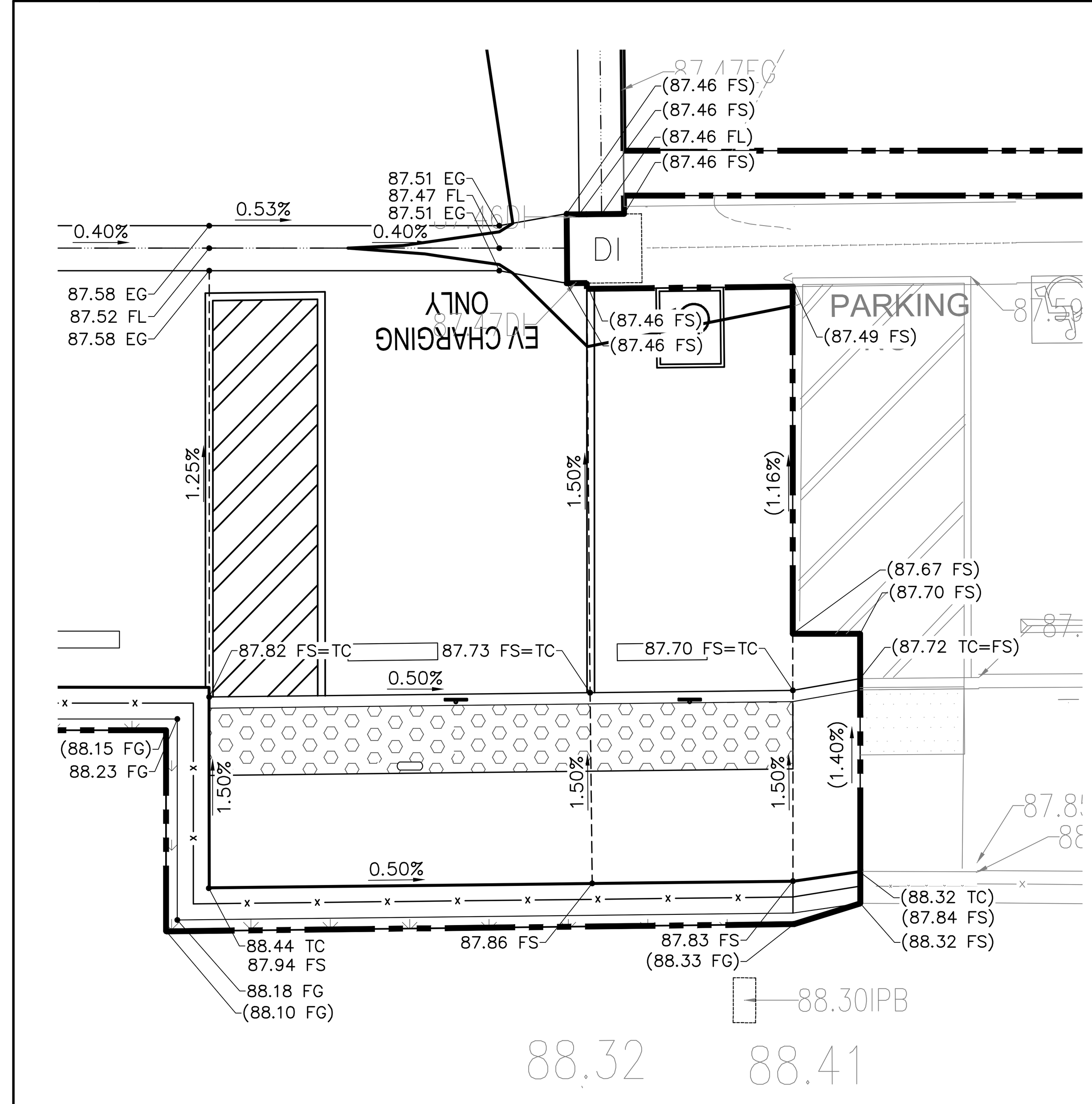
SITE COORDINATES PLAN

drawing no.:
C-2.1

drawing 5 of 9



1 ENLARGED SITE GRADING PLAN
SCALE: 1"=10'



2 ENLARGED SITE GRADING PLAN
SCALE: 1"=5'

ESTIMATED EARTHWORK QUANTITY

ESTIMATED CUT =	68 CY
ESTIMATED FILL =	16 CY
ESTIMATED EXPORT =	52 CY

NOTES:

1. THE ESTIMATED QUANTITIES PROVIDED ABOVE ARE FOR REFERENCE ONLY TO BE USED FOR JURISDICTIONAL PLAN CHECKING AND PERMITTING PURPOSES ONLY.
2. ESTIMATED EARTHWORK ABOVE IS BASED ON DESIGN FINISH GRADES TO EXISTING GRADES IN SURVEY. THE ESTIMATED EARTHWORK DOES NOT CONSIDER THE THICKNESS OF EACH PAVEMENT MATERIAL, FOUNDATION AND SLAB ON GRADE VOLUMES, THE REMOVAL OF ANY UNSUITABLE MATERIAL, AND THE REMOVAL OF EXISTING BASEMENTS, PITS, VAULTS, TOP SOIL OR VEGETATION.
3. THE ESTIMATED EARTHWORK QUANTITIES DO NOT INCLUDE SHRINKAGE FACTORS DUE TO COMPACTION OR ANY OVER EXCAVATION QUANTITIES.
4. THE CONTRACTOR SHALL CALCULATE HIS OWN EARTHWORK QUANTITIES NECESSARY FOR HIS BID AND WORK. THE ENGINEER IS NOT RESPONSIBLE AND LIABLE FOR THE CONTRACTOR'S EARTHWORK CALCULATIONS.
5. ESTIMATED EARTHWORK QUANTITIES ABOVE ASSUME THAT ALL ON-SITE MATERIALS ARE SUITABLE FOR BACKFILLING. HOWEVER, ACTUAL EXISTING ON-SITE MATERIALS AND IMPORTED MATERIALS MUST FIRST BE APPROVED BY THE GEOTECHNICAL ENGINEER PRIOR TO INSTALLATION, REMOVAL, OR REPLACEMENT.
6. THE ESTIMATED QUANTITIES WERE CALCULATED AND LIMITED ON ON-SITE AREA ONLY.
7. CONTRACTOR SHALL REFER TO GEOTECHNICAL REPORT ALL OTHER REQUIREMENTS THAT MAY BE REQUIRED IN ORDER TO CALCULATE THE CUT AND FILL QUANTITIES.

SHEET NOTES:

1. FOR GENERAL NOTES, LEGEND AND ABBREVIATIONS, SEE SHEET C-1.0.
2. SEE ARCHITECTURAL AND LANDSCAPE DRAWINGS FOR OTHER SITE RELATED DIMENSIONS NOT SHOWN ON THIS DRAWING.
3. FOR PAVEMENT MARKINGS AND STRIPING, RAMP WITH HANDRAILS, PLANTER AREA, TRASH ENCLOSURE AND TRANSFORMER ENCLOSURE, SEE ARCHITECTURAL DRAWINGS. FOR LANDSCAPING AND IRRIGATION FEATURES, CONCRETE PAVEMENT PATTERN, TEXTURE AND COLOR INTEGRATION, SEE LANDSCAPE DRAWINGS. FOR GAS, SEWER, ROOF DRAINS, FIRE & DOMESTIC WATER LINES POINTS OF CONNECTION AT BUILDING, SEE MECHANICAL AND PLUMBING DRAWINGS OF THE BUILDING. FOR TRANSFORMER ENCLOSURE AND CONCRETE PAD, SEE ELECTRICAL DRAWINGS.
4. FOR CATCH BASIN LOCATIONS AND GRATE ELEVATIONS AND INVERTS SEE UTILITY PLAN. IF TOP OF GRATE ELEVATIONS ARE DIFFERENT FROM GRADING CATCH BASIN ELEVATIONS SHOWN ON THIS SHEET, NOTIFY CPM AND ENGINEER.

SITE GRADING PLAN
10 5 0 10 20
SCALE: 1"=10

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

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consultant

WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262
owner

tBP project number :	21216.00
file name:	
drawn by:	checked by:
date:	10/09/24
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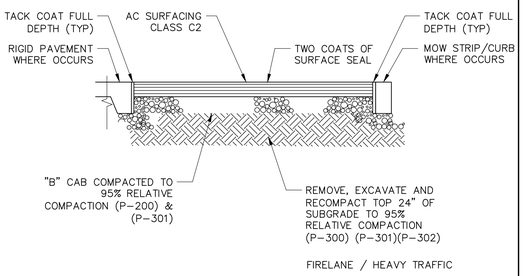
SITE GRADING PLAN

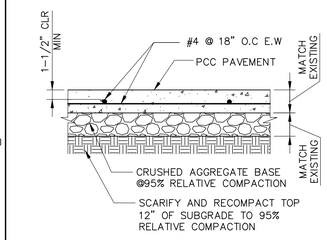
drawing no.:
C-3.0

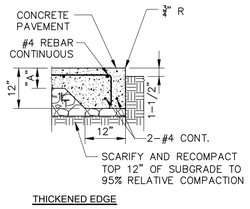
LOCATION	A C		BASE COURSE		
	THICKNESS "A"	CLASS	THICKNESS "B"	TYPE	GRADE
TRACK LOCATION/ PARKING/LIGHT TRAFFIC	MATCH EXISTING	C2	MATCH EXISTING	CAB	FINE



FIRELANE / HEAVY TRAFFIC

1 ASPHALT PAVEMENT DETAIL
NOT TO SCALE





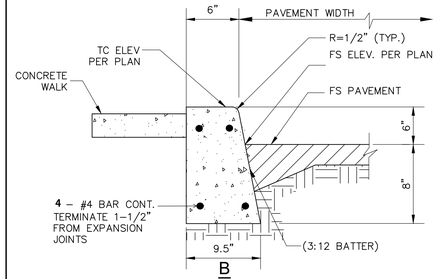
THICKENED EDGE

NOTES:

1. REBARS, fy=60,000 psi ASTM A615.
2. CONCRETE, fc'=2500 PSI @ 28 DAYS, FOR NON TRAFFIC.
3. FOR FINISH SURFACES, COLOR INTEGRATION, EXPANSION JOINTS AND OTHER PAVEMENT SURFACE FEATURES, SEE ARCHITECTURAL DRAWINGS.
4. FOR CONSTRUCTION JOINTS, EXPANSION JOINTS, PAVEMENT TRANSITIONS, AND FINISH SURFACE REQUIREMENTS, REFER TO DETAIL 5 & 6 ON THIS SHEET.

WORK EXEMPT PER DSA 103-22:
1. CONCRETE BATCH PLANT INSPECTIONS
2. REINFORCING BARS TESTING

2 CONCRETE PAVEMENT DETAIL
NOT TO SCALE



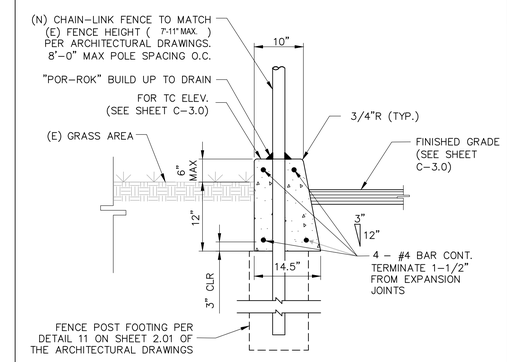
B

WORK EXEMPT PER DSA 103-22:
1. CONCRETE BATCH PLANT INSPECTIONS
2. REINFORCING BARS TESTING

NOTES:

1. PROVIDE 1/4" EXPANSION JOINT WITH PREFORMED JOINT FILLER AT ALL ANGLE POINTS AND THE BEGINNING AND END OF ALL CURVES.
2. PROVIDE CONTRACTION JOINTS CONSISTING OF ONE INCHDEEP CUT SCORES AT 20' O.C. MAX.
3. WHERE A WALK IS ADJACENT TO THE CURB, THE JOINTSSHALL LINE WITH JOINTS IN THE WALK.
4. A = 6" UNLESS OTHERWISE NOTED. NO REBAR REQUIRED FOR 6" CURB.

3 CONCRETE CURB DETAIL
NOT TO SCALE

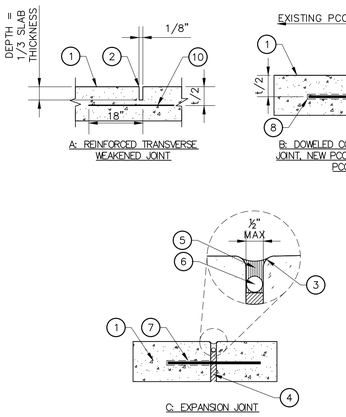


WORK EXEMPT PER DSA 103-22:
1. CONCRETE BATCH PLANT INSPECTIONS
2. REINFORCING BARS TESTING

NOTES:

1. PROVIDE EXPANSION JOINTS AT 30'-0" O.C. MAX.
2. TERMINATE REBARS 1/2" FROM EXPANSION JOINT.

4 CURB WITH FENCE
NOT TO SCALE



LEGEND:

1. PAVING FINISH SURFACE.
2. SAWED OR REMOLDED STRIP.
3. 1/4" R. @ EDGES. TYP.
4. PREMOLDED E.J. FILLER.
5. JOINT SEALANT. COLOR TO BE SELECTED BY ARCHITECT. SUBMIT COLOR SAMPLES PRIOR TO INSTALLATION.
6. BACKER ROD.
7. 18" #4 REBAR W/ 'SPEED DOWEL' @ 36" OC, CENTER.
8. DRILL AND EPOXY DOWEL BARS.
9. #4 SMOOTH DOWELS X 18" LONG EQUALLY SPACES ALONG JOINT.
10. #4 X 30" PLAN TIE BAR AT 30" MAX O.C.

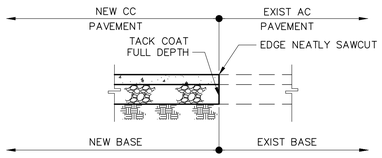
NOTES:

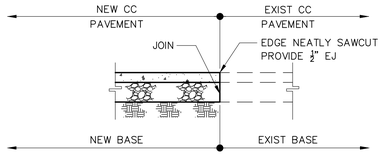
A. CONTROL JOINTS 20' OC MAX.

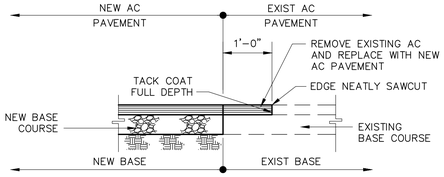
B. CONTRACTOR TO SUBMIT SHOP DRAWINGS OF CONTROL JOINT AND EXPANSION JOINT LAYOUT.

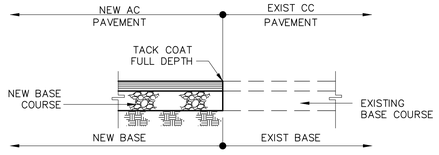
WORK EXEMPT PER DSA 103-22:
1. CONCRETE BATCH PLANT INSPECTIONS
2. REINFORCING BARS TESTING

5 JOINT DETAIL
NOT TO SCALE



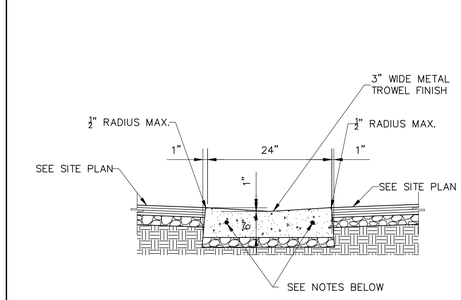






WORK EXEMPT PER DSA 103-22:
1. CONCRETE BATCH PLANT INSPECTIONS
2. REINFORCING BARS TESTING

6 PAVEMENT JOINT DETAIL
NOT TO SCALE



NOTES:

1. USE 2-#4 BARS CONTINUOUS FOR 24" GUTTER.

WORK EXEMPT PER DSA 103-22:
1. CONCRETE BATCH PLANT INSPECTIONS
2. REINFORCING BARS TESTING

7 CONCRETE V-GUTTER DETAIL
NOT TO SCALE

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WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

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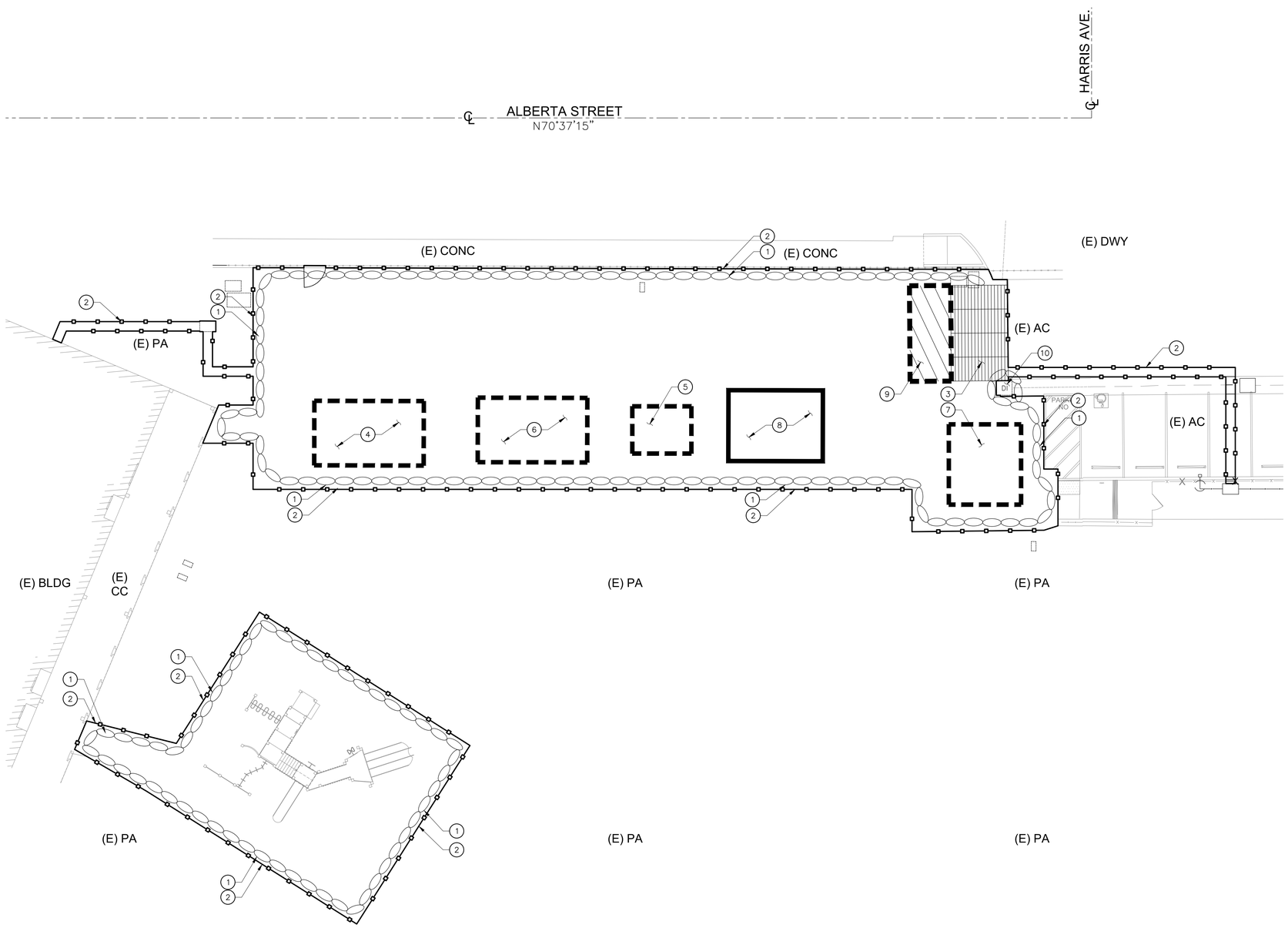
MISCELLANEOUS DETAILS-SITE

drawing no.:
C-5.0

drawing 7 of 9



CONSTRUCTION NOTES:

1. INSTALL GRAVEL BAGS UNTIL THE COMPLETION OF THE SITE CONSTRUCTION. REFER TO DETAIL 2 ON SHEET C–6.1.
2. SILT FENCE PER DETAIL 5 ON SHEET C–6.1.
3. STABILIZED CONSTRUCTION ENTRANCE/EXIT PER DETAIL 4 ON SHEET C–6.1.
4. PROPOSED AREA FOR EQUIPMENT STAGING. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH THE CONTRACTOR PROJECT MANAGER.
5. PROPOSED AREA FOR FUELING/OILING. CONTRACTOR TO VERIFY ACTUAL AREA NEEDED AND COORDINATE WITH THE CPM. REFER TO DETAIL 9 ON SHEET C–6.1.
6. PROPOSED AREA FOR LOADING. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH THE CONTRACTOR PROJECT MANAGER.
7. PROPOSED AREA FOR TEMPORARY TOILETS. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH THE CONTRACTOR PROJECT MANAGER.
8. PROPOSED AREA FOR VEHICLE AND EQUIPMENT CLEANING. CONTRACTOR TO VERIFY EXACT LOCATION AND COORDINATE WITH THE CONTRACTOR PROJECT MANAGER.
9. TIRE WASH PER DETAIL 6 ON SHEET C–6.1.
10. CATCH BASIN INLET PROTECTION PER DETAIL 12 ON SHEET C–6.1.

SHEET NOTES:

1. LOCATION FOR ANY DESIGNATED STOCKPILES SHALL BE COORDINATED AND DETERMINED BY THE CONTRACTOR ON–SITE. CONTRACTOR SHALL APPLY ALL APPLICABLE BMP'S TO PROTECT THE STOCKPILE AS OUTLINED IN DETAIL 11 ON SHEET C–6.1.
2. INSTALL 2" OF TEMPORARY CAB GRAVEL ON ALL ON–SITE CONSTRUCTION ROADWAYS TO STABILIZED AND CONTROL EROSION.
3. CONTRACTOR SHALL FROM TIME TO TIME MONITOR THE CONSTRUCTION SITE TO CLEAN AND SWEEP MATERIALS TRACKED OFF SITE.
4. ALL BMP'S, SILT FENCES, ETC., SHALL BE MONITORED AND MAINTAINED BY THE NTP1 CONTRACTOR FOR THE ENTIRE DURATION OF THE CONTRACT.
5. CONTRACTOR SHALL MONITOR WASTEWATER DISCHARGE (INCLUDING STORM RUNOFF) TO ENSURE IT MEETS STANDARDS SET BY APPROPRIATE LAWS, CODES, REGULATIONS, ORDINANCES AND PERMITS. PROVIDE A SETTLING BASIN AND OIL SEPARATOR PRIOR TO ITS DISCHARGE TO CITY OR COUNTRY SEWERS. PROVIDE A WATER SAMPLING STATION DOWNSTREAM OF BASIN FOR MONITORING OF WASTE WATER. DISPOSE OF WASTEWATER IN CLOSED CONDUITS SO AS NOT TO DAMAGE PUBLIC OR PRIVATE PROPERTY NOR CREATE A NUISANCE OR HEALTH HAZARD.
6. CONTRACTOR SHALL NOT DISCHARGE POLLUTANTS DOWNSTREAM OF THE SETTLING BASIN/OIL SEPARATOR. THESE POLLUTANTS INCLUDE LUBRICANTS, FUELS, CHEMICALS, AND BITUMENS. CONTROL USE OF LUBRICATING OILS, HYDRAULIC FLUIDS, GREASES, AND OTHER SUCH PRODUCTS. PROMPTLY CLEAN UP AND PROPERLY DISPOSE OF MATERIALS CONTAMINATED BY SPILLAGE OR LEAKAGE OF PRODUCTS.
7. THE CONTRACTOR SHALL MODIFY AS REQUIRED THE CURRENT APPROVED SWPPP/EROSION CONTROL PLANS FOR EACH PHASE OF THE PROJECT OR AS CONSTRUCTION ACTIVITIES PROGRESS THROUGH THE DURATION OF THE CONTRACT. THESE MODIFICATIONS SHALL BE REPORTED AND COORDINATED WITH BOTH THE QSD AND THE QSP. ANY MODIFICATIONS TO THE OVERALL DURATION OF CONSTRUCTION SCHEDULE FROM THAT AS SHOWN ON THE CURRENT SWPPP, SHALL ALSO BE REPORTED TO THE QSD. THE QSD SHALL THAN BE REQUIRED TO FILE AN EXTENSION OF CONSTRUCTION OR COI, (CHANGE OF INFORMATION), WITH THE STATE WATER RESOURCE CONTROL BOARD. ALL BMP'S SHALL BE MAINTAINED YEAR ROUND TO THE SATISFACTION OF THE QSD AND QSP.
8. CONTRACTOR SHALL PROTECT ALL EXISTING DRAIN INLETS WITHIN A 500–FT RADIUS FROM THE CENTER OF THE SITE TO PREVENT NON–STORMWATER RUNOFF FROM ENTERING THE STORM DRAIN SYSTEM.
9. FOR EROSION CONTROL GENERAL NOTES, AND MISCELLANEOUS REQUIREMENTS, SEE SHEET C–6.1.

EROSION CONTROL PLAN

10 5 0 10 20

SCALE: 1"=10

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WASHINGTON ELEMENTARY PARKING LOT EXTENSION

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EROSION CONTROL PLAN

drawing no.:
C-6.0

drawing 8 of 9

GENERAL NOTES:

1. IN CASE OF EMERGENCY, CALL: CONTRACTOR NAME _____. PHONE NUMBER: _____.
2. A STAND–BY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON (NOVEMBER 1 TO APRIL 15). NECESSARY MATERIALS SHALL BE AVAILABLE ON–SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF EMERGENCY DEVICES WHEN RAIN IS IMMINENT.
3. EROSION CONTROL DEVICES SHOWN ON THIS PLAN MAY BE REMOVED WHEN APPROVED BY THE BUILDING OFFICIAL IF THE GRADING OPERATION HAS PROGRESSED TO THE POINT WHERE THEY ARE NO LONGER REQUIRED.
4. GRADED AREAS ADJACENT TO FILL SLOPES LOCATED AT THE SITE PERIMETER MUST DRAIN AWAY FROM THE TOP OF SLOPE AT THE CONCLUSION OF EACH WORKING DAY. ALL LOOSE SOILS AND DEBRIS THAT MAY CREATE A POTENTIAL HAZARD TO OFF–SITE PROPERTY SHALL BE STABILIZED OR REMOVED FROM THE SITE ON A DAILY BASIS.
5. ALL SILT AND DEBRIS SHALL BE REMOVED FROM ALL DEVICES WITHIN 24 HOURS AFTER EACH RAINSTORM AND BE DISPOSED OF PROPERLY.
6. A GUARD SHALL BE POSTED ON SITE WHEREVER THE DEPTH OF WATER IN ANY DEVICE EXCEEDS TWO FEET. THE DEVICE SHALL BE DRAINED OR PUMPED DRY WITHIN 24 HOURS AFTER EACH RAINSTORM. PUMPING AND DRAINING OF ALL BASINS AND DRAINAGE DEVICES MUST COMPLY WITH THE APPROPRIATE BMP FOR DEWATERING OPERATIONS.
7. THE PLACEMENT OF ADDITIONAL DEVICES TO REDUCE EROSION DAMAGE AND CONTAIN POLLUTANTS WITHIN THE SITE IS LEFT TO THE DISCRETION OF THE QSP. ADDITIONAL DEVICES AS NEEDED SHALL BE INSTALLED TO RETAIN SEDIMENTS AND OTHER POLLUTANTS ON SITE.
8. DESILTING BASINS MAY NOT BE REMOVED OR MADE INOPERABLE BETWEEN NOVEMBER 1 AND APRIL 15 OF THE FOLLOWING YEAR WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL.
9. STORM WATER POLLUTION AND EROSION CONTROL DEVICES ARE TO BE MODIFIED, AS NEEDED, AS THE PROJECT PROGRESSES, THE DESIGN AND PLACEMENT OF THESE DEVICES IS THE RESPONSIBILITY OF THE FIELD ENGINEER. PLANS REPRESENTING CHANGES MUST BE SUBMITTED FOR APPROVAL IF REQUESTED BY THE BUILDING OFFICIAL.
10. EVERY EFFORT MUST BE MADE TO ELIMINATE THE DISCHARGE OF NONSTORM WATER FROM THE PROJECT SITE AT ALL TIMES.
11. ERODED SEDIMENTS AND OTHER POLLUTANTS MUST BE RETAINED ON–SITE AND MAY NOT BE TRANSPORTED FROM THE SITE VIA SHEET FLOW, SWALES, AREA DRAINS, NATURAL DRAINAGE COURSES, OR WIND.
12. STOCKPILES OF EARTH AND OTHER CONSTRUCTION–RELATED MATERIALS MUST BE PROTECTED FROM BEING TRANSPORTED FROM THE SITE BY THE FORCES OF WIND OR WATER.
13. FUELS, OILS, SOLVENTS, AND OTHER TOXIC MATERIALS MUST BE STORED IN ACCORDANCE WITH THEIR LISTINGS AND ARE NOT TO CONTAMINATE THE SOILS AND SURFACE WATERS. ALL APPROVED STORAGE CONTAINERS ARE TO BE PROTECTED FROM THE WEATHER. SPILLS MUST BE CLEANED UP IMMEDIATELY AND DISPOSED OF IN A PROPER MANNER. SPILLS MAY NOT BE WASHED INTO THE DRAINAGE SYSTEM.
14. EXCESS OR WASTE CONCRETE MAY NOT BE WASTED INTO THE PUBLIC WAY OR ANY OTHER DRAINAGE SYSTEM. PROVISIONS SHALL BE MADE TO RETAIN CONCRETE WASTES ON–SITE UNTIL THEY CAN BE DISPOSED OF AS SOLID WASTE.
15. DEVELOPERS/CONTRACTORS ARE RESPONSIBLE TO INSPECT ALL EROSION CONTROL DEVICES AND BMP's ARE INSTALLED AND FUNCTIONING PROPERLY IF THERE IS A 40% CHANCE OF 0.25 INCHES OR GREATER OF PREDICTED PRECIPITATION, AND AFTER ACTUAL PRECIPITATION. A CONSTRUCTION SITE INSPECTION CHECKLIST AND INSPECTION LOG SHALL BE MAINTAINED AT THE PROJECT SITE AT ALL TIMES AND AVAILABLE FOR REVIEW BY THE BUILDING OFFICIAL (COPIES OF SELF–INSPECTION CHECKLIST AND INSPECTION LOGS ARE AVAILABLE UPON REQUEST). AT HIS/HER EXPENSE THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE A QUALIFIED SWPPP PRACTITIONER FOR THE DURATION OF THE PROJECT.
16. TRASH AND CONSTRUCTION–RELATED SOLID WASTES MUST BE DEPOSITED INTO A COVERED RECEPTACLE TO PREVENT CONTAMINATION OF RAINWATER AND DISPERSAL BY WIND.
17. SEDIMENTS AND OTHER MATERIALS MAY NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS MUST BE STABILIZED SO AS TO INHIBIT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC WAY. ACCIDENTAL DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS.
18. ANY SLOPES WITH DISTURBED SOILS OR DENUDED OF VEGETATION MUST BE STABILIZED SO AS TO INHIBIT EROSION BY WIND AND WATER.
19. AS THE ENGINEER OF RECORD, I HAVE SELECTED APPROPRIATE BMPs TO EFFECTIVELY MINIMIZE THE NEGATIVE IMPACTS OF THIS PROJECT'S CONSTRUCTION ACTIVITIES ON STORM WATER QUALITY. THE PROJECT OWNER AND CONTRACTOR ARE AWARE THAT THE SELECTED BMPs MUST BE INSTALLED, MONITORED, AND MAINTAINED TO ENSURE THEIR EFFECTIVENESS. THE BMPs NOT SELECTED FOR IMPLEMENTATION ARE REDUNDANT OR DEEMED NOT APPLICABLE TO THE PROPOSED CONSTRUCTION QUALITY."
20. THE FOLLOWING BMPs AS OUTLINED IN, BUT NOT LIMITED TO, THE "CALIFORNIA STORMWATER BEST MANAGEMENT PRACTICES HANDBOOK" – JANUARY 2003, OR THE LATEST REVISED EDITION, MAY APPLY DURING THE CONSTRUCTION OF THIS PROJECT (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY THE PROJECT ENGINEER OR THE BUILDING OFFICIAL).

_____
BUILDING OFFICIAL SIGNATURE

EROSION CONTROL

EC1 – SCHEDULING
EC2 – PRESERVATION OF EXISTING VEGETATION
EC3 – HYDRAULIC MULCH
EC4 – HYDROSEEDING
EC5 – SOIL BINDERS
EC6 – STRAW MULCH
EC7 – GEOTEXTILES AND MATS
EC8 – WOOD MULCHING
EC9 – EARTH DIKES AND DRAINAGE SWALES
EC10 – VELOCITY DISSIPATION DEVICES
EC11 – SLOPE DRAINS
EC12 – STREAMBANK STABILIZATION
EC13 – RESERVED
EC14 – COMPOST BLANKETS
EC15 – SOIL PREPARATION/ROUGHENING
EC16 – NON–VEGETATED STABILIZATION

TEMPORARY SEDIMENT CONTROL

SE1 – SILT FENCE
SE2 – SEDIMENT BASIN
SE3 – SEDIMENT TRAP
SE4 – CHECK DAM
SE5 – FIBER ROLLS
SE6 – GRAVEL BAG BERM
SE7 – STREET SWEEPING AND VACUUMING
SE8 – GRAVEL BAG BARRIER
SE9 – STRAW BALE BARRIER
SE10 – STORM DRAIN INLET PROTECTION
SE11 – ACTIVE TREATMENT SYSTEMS
SE12 – TEMPORARY SILT DIKE
SE13 – COMPOST SOCKS & BERMS
SE14 – BIOFILTERS BAGS

WIND EROSION CONTROL

WE1 – WIND EROSION CONTROL

EQUIPMENT TRACKING CONTROL

TC1 – STABILIZED CONSTRUCTION ENTRANCE EXIT
TC2 – STABILIZED CONSTRUCTION ROADWAY
TC3 – ENTRANCE/OUTLET TIRE WASH

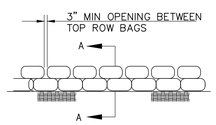
NON–STORMWATER MANAGEMENT

NS1 – WATER CONSERVATION PRACTICES
NS2 – DEWATERING OPERATIONS
NS3 – PAVING AND GRINDING OPERATIONS
NS4 – TEMPORARY STREAM CROSSING
NS5 – CLEARWATER DIVERSION
NS6 – ILLICIT CONNECTION/DISCHARGE
NS7 – POTABLE WATER/IRRIGATION
NS8 – VEHICLE AND EQUIPMENT CLEANING
NS9 – VEHICLE AND EQUIPMENT FUELING
NS10 – VEHICLE AND EQUIPMENT MAINTENANCE
NS11 – PILE DRIVING OPERATIONS
NS12 – CONCRETE CURING
NS13 – CONCRETE FINISHING
NS14 – MATERIAL AND EQUIPMENT USE
NS15 – DEMOLITION ADJACENT TO WATER
NS16 – TEMPORARY BATCH PLANTS

WASTE MANAGEMENT & MATERIAL POLLUTION CONTROL

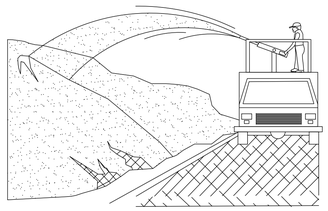
WM1 – MATERIAL DELIVERY AND STORAGE
WM2 – MATERIAL USE
WM3 – STOCKPILE MANAGEMENT
WM4 – SPILL PREVENTION AND CONTROL
WM5 – SOLID WASTE MANAGEMENT
WM6 – HAZARDOUS WASTE MANAGEMENT
WM7 – CONTAMINATION SOIL MANAGEMENT
WM8 – CONCRETE WASTE MANAGEMENT
WM9 – SANITARY/SEPTIC WASTE MANAGEMENT
WM10 – LIQUID WASTE MANAGEMENT

1 GENERAL NOTES



SECTION A-A

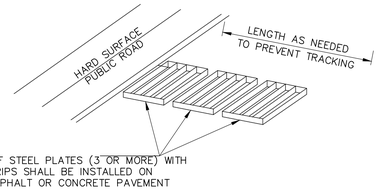
2 GRAVEL BAG DETAIL



NOTES:

1. SOIL/SLOPE STABILIZATION PRACTICES SHALL BE DESIGNED TO PRESERVE EXISTING VEGETATION WHERE FEASIBLE AND TO REVEGETATE OPEN AREAS AS SOON AS FEASIBLE AFTER GRADING. THESE CONTROL PRACTICES SHALL INCLUDE TEMPORARY SEEDING, PERMANENT SEEDING, MULCHING, SOD STABILIZATION, VEGETATIVE BUFFER STRIPS, PROTECTION OF TREES, OR OTHER SOIL STABILIZATION PRACTICES.
2. SOIL STABILIZATION SHALL BE IMPLEMENTED ON ALL INACTIVE DISTURBED AREAS FROM NOVEMBER 1 THRU APRIL 15 AND ON ALL DISTURBED AREAS DURING A RAIN EVENT OR POTENTIAL RAIN.
3. STABILIZATION PRACTICES SHALL CONTROL/PREVENT EROSION FROM THE FORCES OF WIND AND WATER.
4. STABILIZATION PRACTICES SHALL BE IMPLEMENTED IN CONJUNCTION WITH SEDIMENT TRAPPING/FILTERING PRACTICES AND PRACTICES TO REDUCE THE TRACKING OF SEDIMENT ONTO PAVED ROADS.
5. WHEN USING STRAW MULCHING, THE MINIMUM APPLICATION SHALL BE 2 TONS/ACRE. MULCH MUST BE ANCHORED IMMEDIATELY TO MINIMIZE LOSS BY WIND OR WATER.
6. WHEN USING HYDROSEEDING/MULCHING, THE MINIMUM APPLICATION OF WOOD FIBER SHALL BE 1,500 LBS/ACRE,THAT DOES NOT CONTAIN MORE THAN 50 PERCENT NEWSPRINT.
7. FOR SEEDING RECOMMENDATIONS, USDA, NATURAL RESOURCES CONSERVATION SERVICE.

3 EROSION CONTROL



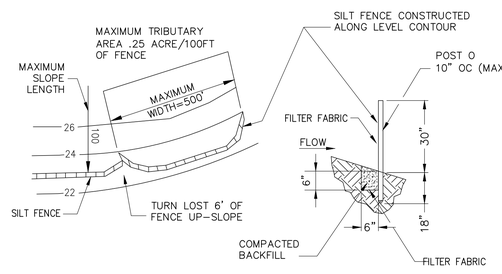
NOTES:

1. SEDIMENTS AND OTHER MATERIALS SHALL NOT BE TRACKED FROM THE SITE BY VEHICLE TRAFFIC. THE CONSTRUCTION ENTRANCE ROADWAYS SHALL BE STABILIZED SO AS TO PREVENT SEDIMENTS FROM BEING DEPOSITED INTO THE PUBLIC ROADS. DEPOSITIONS MUST BE SWEPT UP IMMEDIATELY AND MAY NOT BE WASHED DOWN BY RAIN OR OTHER MEANS INTO THE STORM DRAIN SYSTEM.
2. STABILIZED CONSTRUCTION ENTRANCE SHALL BE:
   A. LOCATED AT ANY POINT WHERE TRAFFIC WILL BE ENTERING OR LEAVING A CONSTRUCTION SITE RD OR FROM A PUBLIC RIGHT OF WAY, STREET, ALLEY, AND SIDEWALK OR PARKING AREA.
   B. A SERIES OF STEEL PLATES WITH "RUMBLE STRIPS", AND/OR MIN 4" COARSE AGGREGATE WITH LENGTH, WIDTH & THICKNESS AS NEEDED TO ADEQUATELY PREVENT ANY TRACKING ONTO PAVED SURFACES.
3. ADDING A WASH RACK WITH A SEDIMENT TRAP LARGE ENOUGH TO COLLECT ALL WASH WATER CAN GREATLY IMPROVE EFFICIENCY.
4. ALL VEHICLES ACCESSING THE CONSTRUCTION SITE SHALL UTILIZE THE STABILIZED CONSTRUCTION ENTRANCE SITES.

STREET MAINTENANCE

1. REMOVE ALL SEDIMENT DEPOSITED ON PAVED ROADWAYS IMMEDIATELY.
2. SWEEP PAVED AREAS THAT RECEIVE CONSTRUCTION TRAFFIC WHENEVER SEDIMENT BECOMES VISIBLE.
3. PAVEMENT WASHING WITH WATER IS PROHIBITED IF IT RESULTS IN A DISCHARGE TO THE STORM DRAIN SYSTEM.

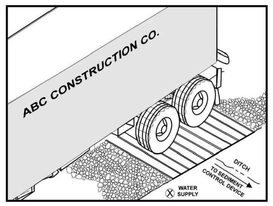
4 STABILIZED CONSTRUCTION ENTRANCE / EXIT



NOTES:

1. CONSTRUCT THE SILT FENCE ALONG A LEVEL CONTOUR.
2. SILT FENCES SHALL REMAIN IN PLACE UNTIL THE DISTURBED AREA IS PERMANENTLY STABILIZED.
3. PROVIDE SUFFICIENT ROOM FOR RUNOFF TO POND BEHIND THE FENCE AND ALLOW SEDIMENT REMOVAL EQUIPMENT TO PASS BETWEEN THE SILT FENCE AND TOE OF SLOPE OR OTHER OBSTRUCTIONS. ABOUT 1200 SQ. FT. OF PONDING AREA SHALL BE PROVIDED FOR EVERY ACRE DRAINING TO THE FENCE.
4. TURN THE ENDS OF THE FILTER FENCE UPHILL TO PREVENT STORMWATER FROM FLOWING AROUND THE FENCE.
5. LEAVE AN UNDISTURBED OR STABILIZED AREA IMMEDIATELY DOWNSLOPE FROM THE FENCE.
6. DO NOT PLACE IN LIVE STREAM OR INTERMITTENTLY FLOWING CHANNELS.
7. WHEN STANDARD FILTER FABRIC IS USED, A WIRE MESH SUPPORT FENCE SHALL BE FASTENED SECURELY TO THE UPSLOPE SIDE OF THE POSTS USING HEAVY–DUTY WIRE STAPLES AT LEAST 1 INCH LONG. TIE WIRES OR HOG RINGS.

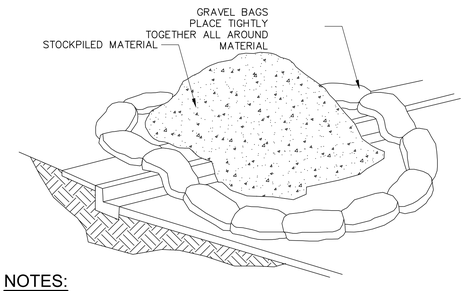
5 SILT FENCE



NOTES:

1. THE TIRE WASH REQUIRES A SUPPLY OF WASH WATER.
2. A TURNOUT OR DOUBLEWIDE EXIT IS REQUIRED TO AVOID HAVING ENTERING VEHICLES DRIVE THROUGH THE WASH AREA.
3. DO NOT USE WHERE WET TIRE TRUCKS LEAVING THE SITE LEAVE THE ROAD DANGEROUSLY SLICK.
4. INCORPORATE WITH A STABILIZED CONSTRUCTION ENTRANCE/EXIT.
5. CONSTRUCT ON LEVEL GROUND WHEN POSSIBLE, ON A PAD OF COARSE AGGREGATE GREATER THAN 3 IN. BUT SMALLER THAN 6 IN. A GEOTEXTILE FABRIC SHOULD BE PLACED BELOW THE AGGREGATE.
6. WASH RACK SHOULD BE DESIGNED AND CONSTRUCTED/MANUFACTURED FOR ANTICIPATED TRAFFIC LOADS.

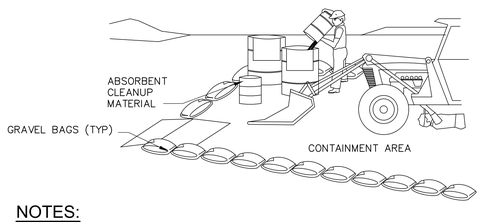
6 ENTRANCE/OUTLET TIRE WASH



NOTES:

1. DIRT AND OTHER CONSTRUCTION RELATED MATERIALS PLACED IN THE STREET OR ON OTHER IMPERVIOUS SURFACES MUST BE CONTAINED WITH SANDBAGS OR OTHER MEASURES TO PREVENT TRANSPORT TO THE STORMDRAIN SYSTEM.
2. ANY CONSTRUCTION MATERIAL STORED OR STOCKPILED ON–SITE SHALL BE PROTECTED FROM BEING TRANSPORTED BY THE FORCE OF WIND OR WATER.

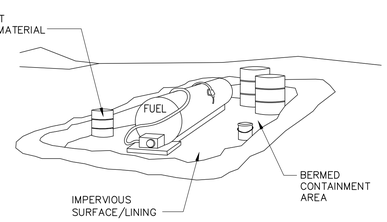
7 MATERIAL STORAGE
NOT TO SCALE



NOTES:

1. LEAKING VEHICLES AND EQUIPMENT SHALL NOT BE ALLOWED ON–SITE. EQUIPMENT AND VEHICLES SHALL BE INSPECTED FREQUENTLY FOR LEAKS AND SHALL BE REPAIRED IMMEDIATELY. CLEAN UP SPILLS AND LEAKS PROMPTLY WITH ABSORBENT; DO NOT FLUSH WITH WATER.
2. VEHICLES AND EQUIPMENT SHALL BE MAINTAINED AND REPAIRED ON–SITE ONLY IN DESIGNATED AREAS. PREVENT RUN–ON AND RUN–OFF FROM DESIGNATED AREAS. CONTAINMENT DEVICES SHALL BE PROVIDED AND AREAS SHALL BE COVERED IF NECESSARY.
3. DESIGNATE ON–SITE VEHICLE AND EQUIPMENT MAINTENANCE AREAS, WAY FROM STORM DRAIN INLETS AND WATERCOURSES.
4. ALWAYS USE SECONDARY CONTAINMENT, SUCH AS A DRAIN PAN OR DROP CLOTH, TO CATCH SPILLS AND LEAKS WHEN REMOVING OR CHANGING FLUIDS.
5. LEGALLY DISPOSE OF USED OILS, FLUIDS, AND LUBRICANTS.
6. PROVIDE SPILL CONTAINMENT DIKES OR SECONDARY CONTAINMENT AROUND STORED OIL, FUEL, AND CHEMICAL DRUMS.
7. MAINTAIN ON ADEQUATE SUPPLY OF ABSORBENT SPILL CLEANUP MATERIALS IN DESIGNATED AREA.

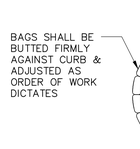
8 EQUIPMENT REPAIR/MAINTENANCE



NOTE:

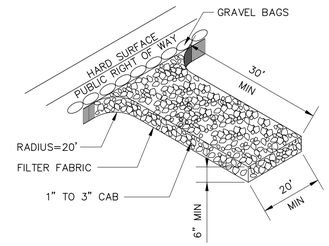
1. FUELING SHALL BE PERFORMED IN A DESIGNATED AREA, AWAY FROM COURSES. ABSORBENT CLEANUP MATERIAL SHALL BE ON SITE AND USED IMMEDIATELY IN THE EVENT OF A SPILL.

9 VEHICLE / EQUIPMENT FUELING

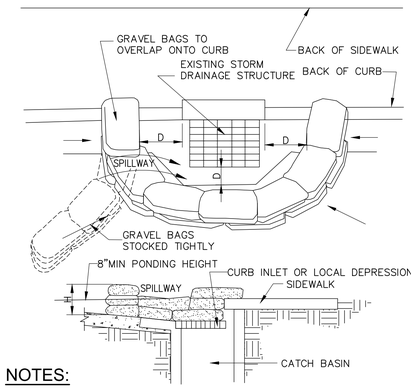


SECTION A-A

10 GRAVEL BAG CHECKDAM
SCALE: NOT TO SCALE



11 STABILIZED CONSTRUCTION ENTRANCE/EXIT
OPTIONAL BMP



NOTES:

1. INLET PROTECTION IS REQUIRED ALONG WITH OTHER POLLUTION PREVENTION MEASURES SUCH AS: EROSION CONTROL, SOIL STABILIZATION, AND MEASURES TO PREVENT TRACKING ONTO PAVED SURFACES.
2. MODIFY INLET PROTECTION AS NEEDED TO AVOID CREATING TRAFFIC HAZARDS.
3. INCLUDE INLET PROTECTION MEASURES AT HILLSIDE V–DITCHES AND MISCELLANEOUS DRAINAGE SWALES.
4. INLET PROTECTION SHALL BE PROTECTED AND ACCUMULATED SEDIMENTS REMOVED. SEDIMENT SHALL BE DISPOSED OF PROPERTY AND IN A MANNER THAT ASSURES THAT THE SEDIMENT DOES NOT ENTER THE
5. STORM DRAIN SYSTEM.
6. DAMAGED BAGS SHALL BE REPLACED IMMEDIATELY.

ADDITIONAL SANDBAG SEDIMENT TRAPS SHALL BE PLACED AT INTERVALS AS INDICATED ON SITE PLANT.

12 CATCH BASIN/INLET PROTECTION
NOT TO SCALE

OWNER STATEMENT OF UNDERSTANDING:

AS THE PROJECT OWNER OR AUTHORIZED AGENT OF THE OWNER, I HAVE READ AND UNDERSTAND THE REQUIREMENTS TO CONTROL STORM WATER POLLUTION FROM SEDIMENTS, EROSION, AND CONSTRUCTION MATERIALS, AND I CERTIFY THAT I WILL COMPLY WITH THESE REQUIREMENTS. I, OR MY REPRESENTATIVE, CONTRACTOR, DEVELOPER, OR ENGINEER, WILL MAKE CERTAIN THAT ALL BMP SHOWN ON THIS PLAN WILL BE FULLY IMPLEMENTED, AND ALL EROSION CONTROL DEVICES WILL BE KEPT CLEAN AND FUNCTIONING. PERIODIC INSPECTIONS OF THE BMPs WILL BE CONDUCTED AND A CURRENT LOG, SPECIFYING THE EXACT NATURE OF THE INSPECTION AND ANY REMEDIAL MEASURES, WILL BE KEPT AT THE CONSTRUCTION SITE AT ALL TIMES AND WILL BE AVAILABLE FOR THE REVIEW BY THE BUILDING OFFICIAL.

AS THE PROJECT OWNER OR AUTHORIZED AGENT OF THE OWNER, "I CERTIFY THAT THIS DOCUMENT AND ALL ATTACHMENTS WERE PREPARED UNDER MY DIRECTION OR SUPERVISION IN ACCORDANCE WITH A SYSTEM DESIGNED TO ASSURE THAT QUALIFIED PERSONNEL PROPERLY GATHER AND EVALUATE THE INFORMATION SUBMITTED. BASED ON MY INQUIRY OF THE PERSON OR PERSONS WHO MANAGE THE SYSTEM OR THOSE PERSONS DIRECTLY RESPONSIBLE FOR GATHERING THE INFORMATION, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE INFORMATION SUBMITTED IS TRUE, ACCURATE, AND COMPLETE. I AM AWARE THAT SUBMITTING FALSE AND/OR INACCURATE INFORMATION, FAILING TO UPDATE THE LOCAL SWPPP TO REFLECT CURRENT CONDITIONS, OR FAILING TO PROPERLY AND/OR ADEQUATELY IMPLEMENT THE LOCAL SWPPP MAY RESULT IN REVOCATION OF GRADING AND/OR OTHER PERMITS OR OTHER SANCTIONS PROVIDED BY THE LAW."

_____ _____
OWNER OR AUTHORIZED REPRESENTATIVE (PERMITEE) DATE

13 STATEMENT OF UNDERSTANDING

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

A# 03-124998
DIVISION OF THE STATE ARCHITECT
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architect

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CIVIL ★ STRUCTURAL
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Monterey Park, CA 91754
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consultant

WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev: date: description:

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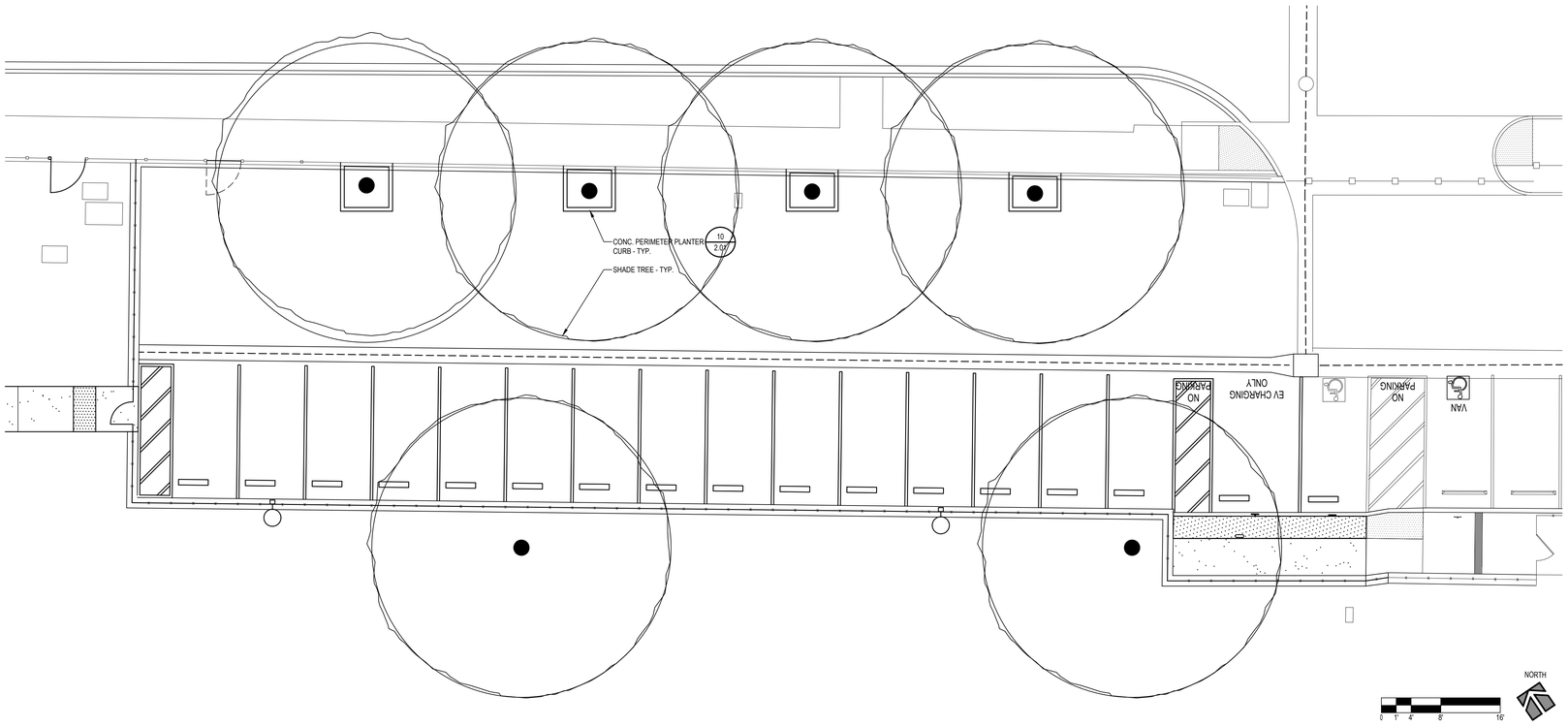
EROSION CONTROL DETAILS

drawing no.:

C-6.1

drawing 9 of 9



LANDSCAPE PLANTING PLAN

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

9

LEGEND

PLANTING LEGEND

SYMBOL	QUANTITY	SIZE	BOTANICAL NAME / COMMON NAME	WUCOLS RATING
	7	15 GAL.	TIPUANA TIPU / TIPUTREE	M

NOTE:
PROVIDE DEDICATED IRRIGATION VALVE FOR TREES W/ ONE BUBBLER PER TREE

PARKING LOT SHADE CALCULATION

TOTAL NEW PARKING AREA PROVIDED:	7,385 SQ. FT.
50% SHADE REQUIRED:	3,693 SQ. FT.
SHADE PROVIDED:	3,726 SQ. FT.

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WASHINGTON ELEMENTARY
PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name: L-1_Landscape Plan.dwg
drawn by: WF checked by:
date: 10/09/24

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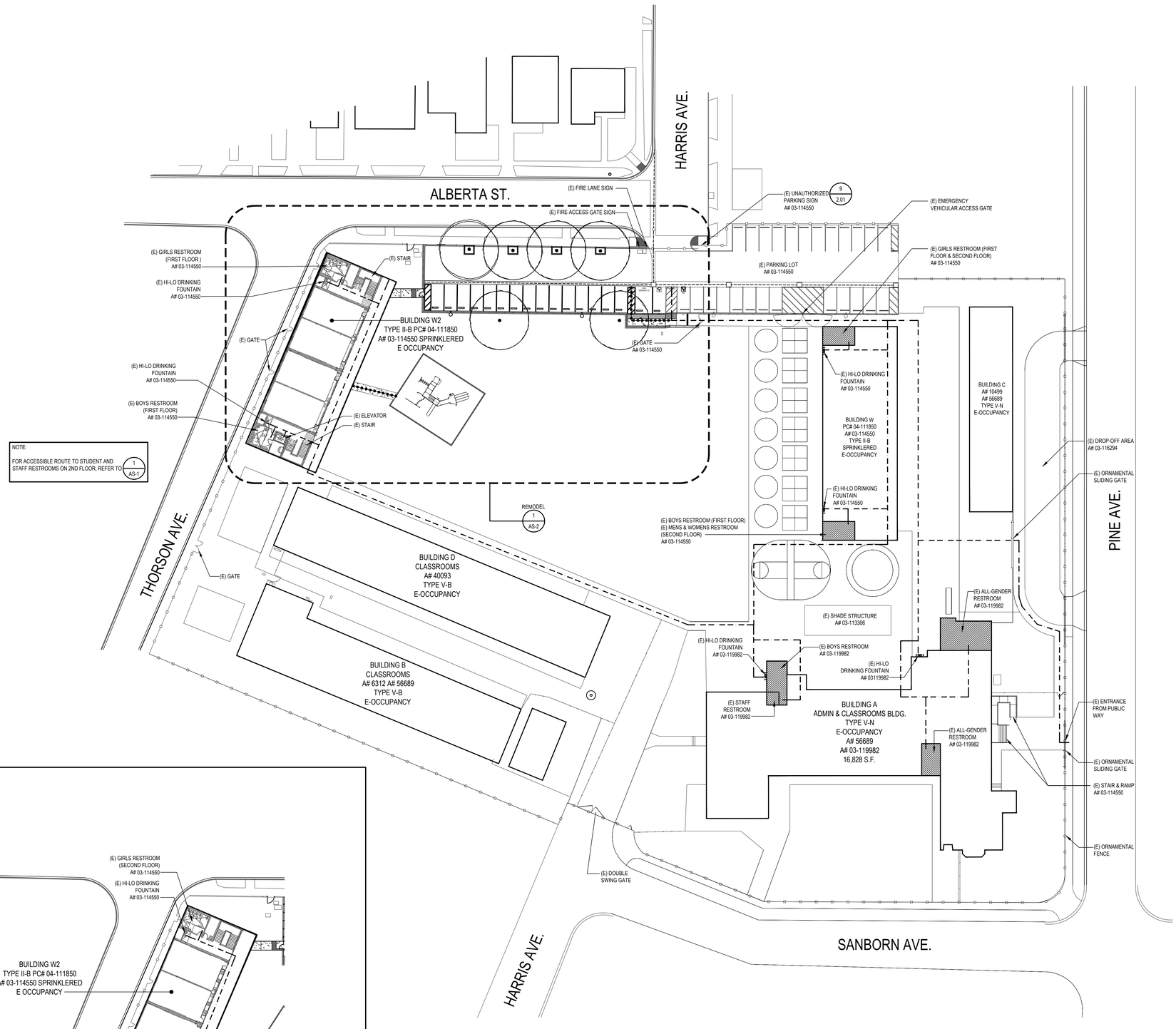
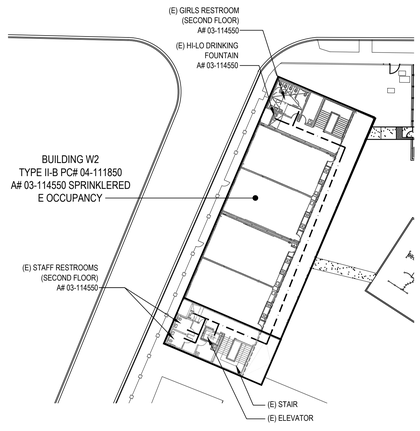
LANDSCAPE
PLANTING PLAN

drawing no.:
L-1
drawing of





ACCESSIBLE ROUTE @ 2ND FLOOR — SCALE: 1" = 30'-0" — 1

OVERALL CAMPUS SITE PLAN — SCALE: 1"= 30' – 0"

NORTH 0 7.5' 15' 30' 60'

LEGEND

DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE STATEMENT: THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS IS COMPLIANT WITH THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE ACCESSIBILITY PROVISIONS FOR THE PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT 1) HAVE BEEN IDENTIFIED AND 2) THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE SO INDICATED IN THESE CONSTRUCTION DOCUMENTS. ARCHITECT HAS VERIFIED P.O.T. IS BARRIER FREE.

DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CODE COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THEY SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

PATH OF TRAVEL, TECHNICAL REQUIREMENTS FOR ACCESSIBLE ROUTE "ACCESSIBLE PATH OF TRAVEL AS INDICATED ON PLAN IS A BARRIER-FREE ACCESS ROUTE WITHOUT ABRUPT LEVEL CHANGES EXCEEDING 1/2" IF BEVELED AT 1:2 MAXIMUM SLOPE OR VERTICAL LEVEL CHANGES NOT EXCEEDING 1/4" MAXIMUM AND AT LEAST 48" IN WIDTH. SURFACE IS STABLE, FIRM, AND SLIP-RESISTANT. CROSS-SLOPE SHALL NOT BE STEEPER THAN 1:48 AND SLOPE IN THE DIRECTION OF TRAVEL SHALL NOT BE STEEPER THAN 1:20. ACCESSIBLE PATH OF TRAVEL SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM AND FREE OF OBJECTS PROTRUDING MORE THAN 4" FROM THE WALL AVOVE 27" AND LESS THAN 80" AVOVE THE FLOOR. ARCHITECT SHALL VERIFY THAT THERE ARE NO BARRIERS IN THE PATH OF TRAVEL."

(E) PATH OF TRAVEL A# 03-114550

PATH OF TRAVEL

(X) (E) ACCESSIBLE RESTROOMS PER APPLICATION NO. 03-119982 & 03-114550

(B) BOYS RESTROOM (M) MEN'S RESTROOM (D) DRINKING FOUNTAIN
(G) GIRLS RESTROOM (W) WOMEN'S RESTROOM

GENERAL NOTES

1. LOCATIONS OF ALL UTILITIES SHOWN ARE APPROXIMATE. CONTRACTOR SHALL EXERCISE EXTREME CAUTION IN EXCAVATING AND TRENCHING TO AVOID INTERCEPTING EXISTING PIPING OR CONDUITS. THE ARCHITECT IS NOT RESPONSIBLE FOR THE LOCATION OF UNDERGROUND UTILITIES OR STRUCTURES WHETHER OR NOT SHOWN OR DETAILED AND INSTALLED BY OTHER CONTRACTS. THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD SUCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWING DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.

2. VERIFY ALL EXISTING AND FINISH GRADES, DIMENSIONS AND SITE CONDITIONS BEFORE COMMENCING WORK AND REPORT ANY DISCREPANCIES TO THE ARCHITECT.

PARKING TABULATION

(E) PARKING LOT (A# 04-116714)

EXISTING STANDARD PARKING SPACES	24
EXISTING STANDARD ACCESSIBLE SPACES	2
EXISTING VAN ACCESSIBLE SPACE	1
TOTAL EXISTING PARKING SPACES	26
ADDED STANDARD PARKING SPACES	15
ADDED STANDARD ACCESSIBLE SPACES	0
ADDED EV CHARGING STATION SPACES	1
TOTAL ADDED PARKING SPACES	16
TOTAL PARKING SPACES	42

(2) ACCESSIBLE PARKING SPACES PROVIDED AS REQUIRED PER CBC 11B-208.2.

CERTIFICATION STATUS

APPLICATION NO.	CERTIFICATION STATUS	DATE
03-114550	#1-CERTIFICATION & CLOSE OF FILE	10/14/2014
03-116294	#1-CERTIFICATION & CLOSE OF FILE	12/19/2016
03-119982	#1-CERTIFICATION & CLOSE OF FILE	3/18/2022

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architect

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WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

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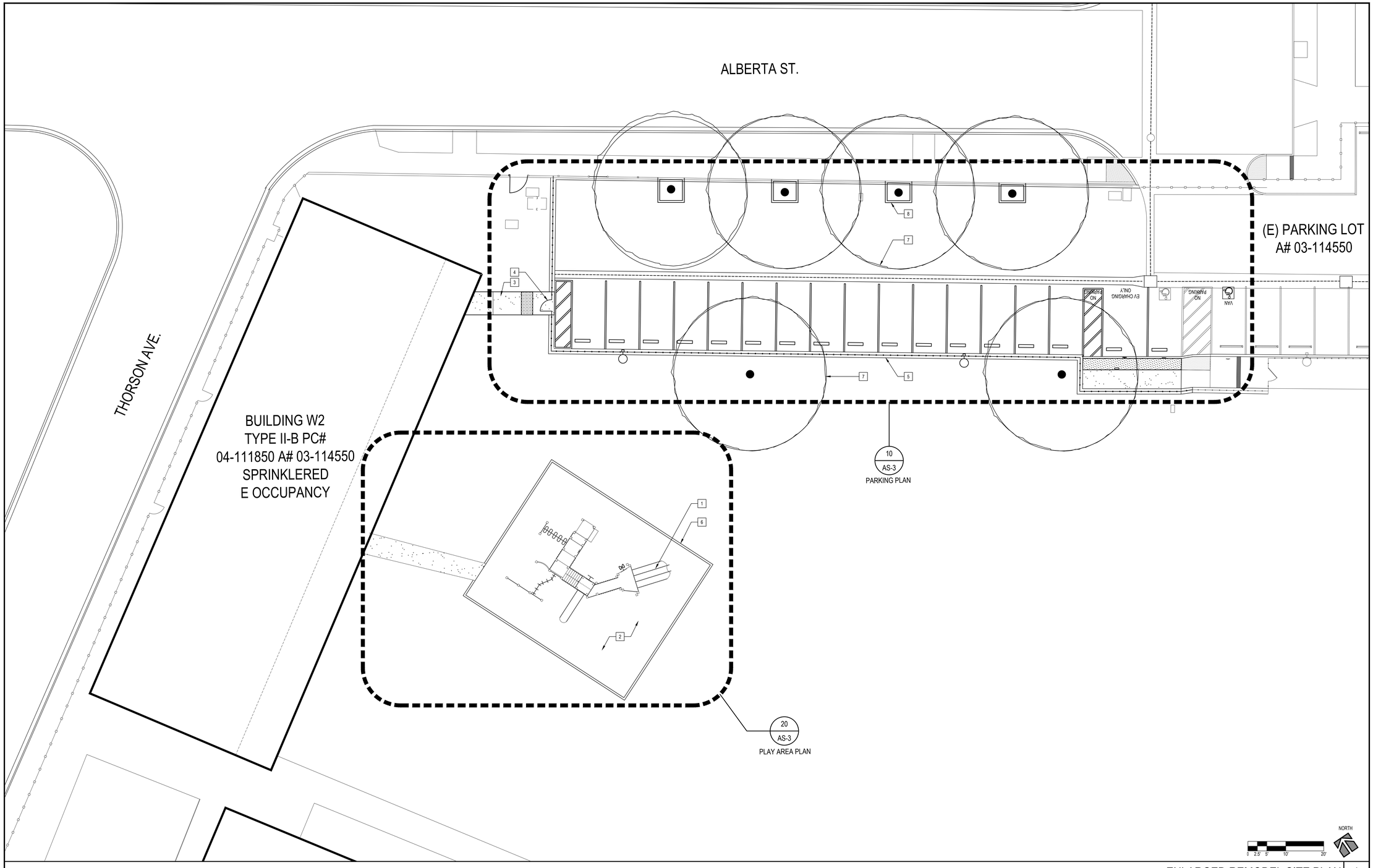
drawing no.:
AS-1
drawing of



ENLARGED REMODEL SITE PLAN

SCALE: 1" = 10'-0"

1

SITE REMODEL KEYNOTES

1	(E) PLAY EQUIPMENT - PROTECT IN PLACE
2	POURED IN PLACE RUBBER PLAY SURFACE
3	CONCRETE PAVED WALKWAY
4	CHAIN LINK GATE
5	CHAIN LINK FENCE
6	6" CONCRETE CURB AROUND PLAY SURFACE - FLUSH WITH GRADE
7	SHADE TREE - SEE L-1 LANDSCAPE PLANTING PLAN (TYP.)
8	6" CONCRETE CURB AROUND PLANTER (TYP.)

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

A# 03-124998
DIVISION OF THE STATE ARCHITECT
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LOS ANGELES, CA 90071
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tBP architecture planning interiors

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architect

consultant

WASHINGTON ELEMENTARY PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00

file name:

drawn by: checked by:

date: 10/09/24

Rev:	date:	description:

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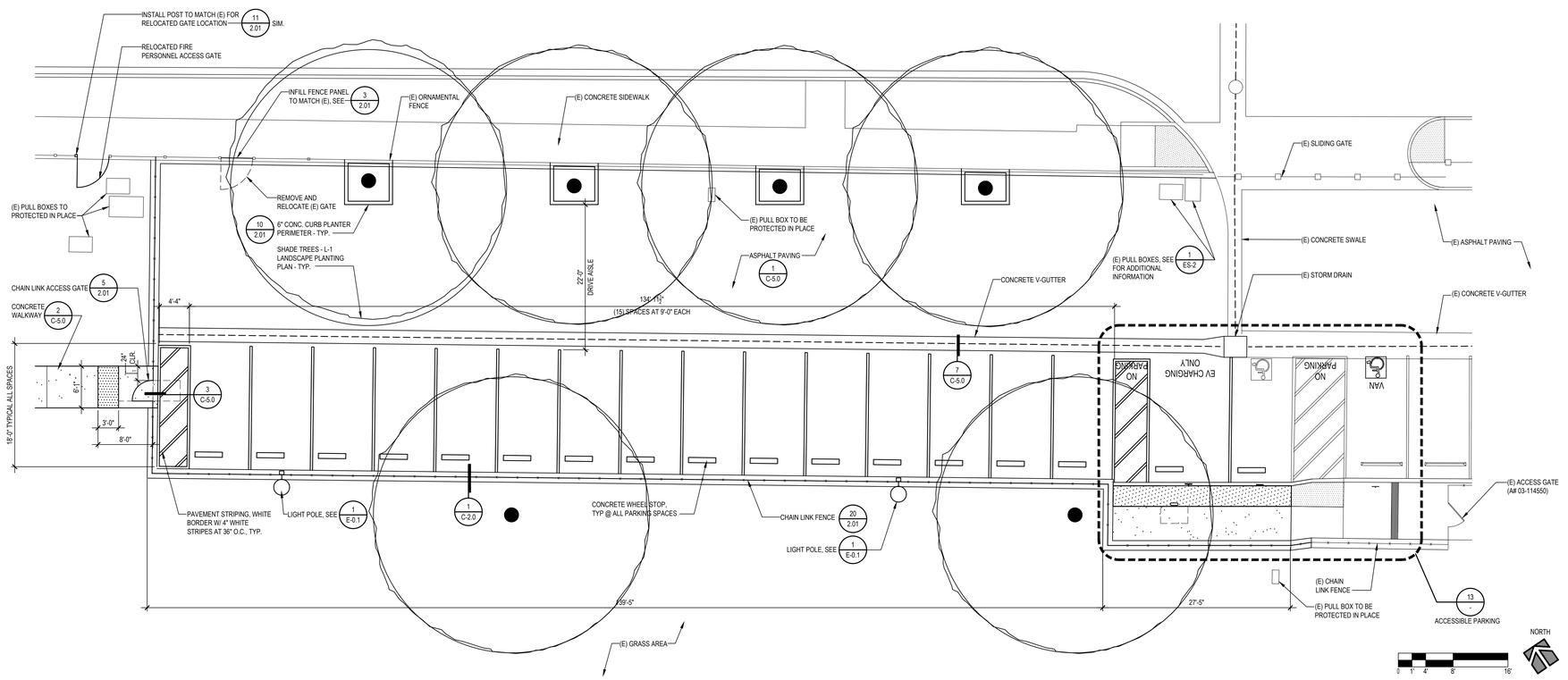
drawing title:
ENLARGED REMODEL SITE PLAN

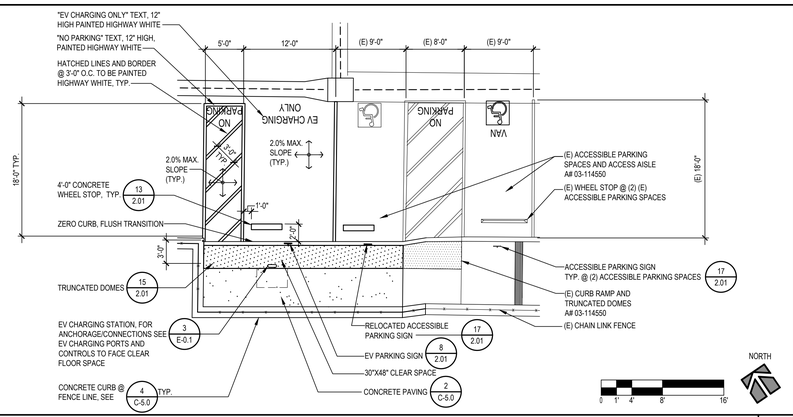
drawing no.:
AS-2
drawing of



ENLARGED SITE PLAN - PARKING

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

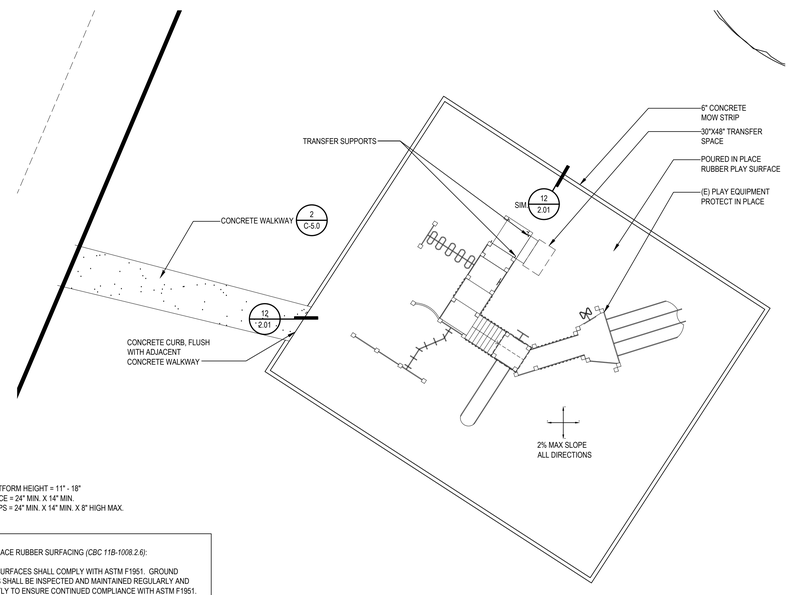
10



(N) EV CHARGING STATION & (E) ACCESSIBLE PARKING (A# 03-114550)

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

13



TRANSFER PLATFORM HEIGHT = 11" - 18"
TRANSFER SPACE = 24" MIN. X 14" MIN.
TRANSFER STEPS = 24" MIN. X 14" MIN. X 8" HIGH MAX.

NOTES:
POURED-IN-PLACE RUBBER SURFACING *(CBC 11B-1008.2.6)*:

1. GROUND SURFACES SHALL COMPLY WITH ASTM F1951. GROUND SURFACES SHALL BE INSPECTED AND MAINTAINED REGULARLY AND FREQUENTLY TO ENSURE CONTINUED COMPLIANCE WITH ASTM F1951. *(CBC 11B-1008.2.6.1)*
2. GROUND SURFACES LOCATED WITHIN USE ZONES SHALL COMPLY WITH ASTM F1292 (1999 EDITION OR 2004 EDITION). *(CBC 11B-1008.2.6.2)*

TOTAL ELEVATED PLAY COMPONENTS:	6		
TOTAL ELEVATED PLAY COMPONENTS BY ACCESSIBLE RAMP:	0	REQUIRED	0
TOTAL ELEVATED PLAY COMPONENTS BY TRANSFER:	6	REQUIRED	3
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS SHOWN:	5	REQUIRED	2
TOTAL ACCESSIBLE GROUND LEVEL COMPONENTS OF DIFFERENT TYPES:	3	REQUIRED	2

ENLARGED SITE PLAN - PLAY AREA

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

20

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WASHINGTON ELEMENTARY PARKING LOT EXTENSION

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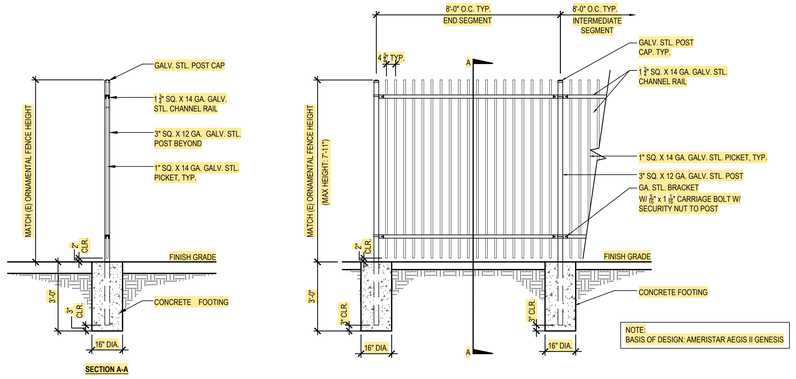
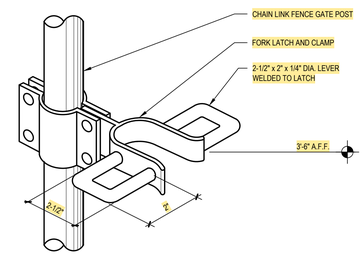
drawing title:
ENLARGED SITE PLANS

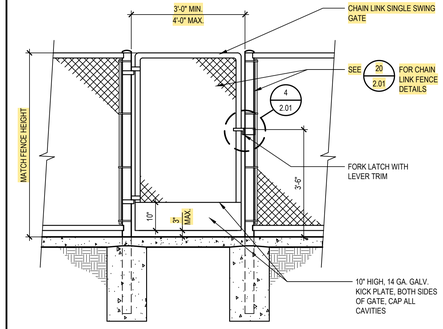
drawing no.:
AS-3
drawing of



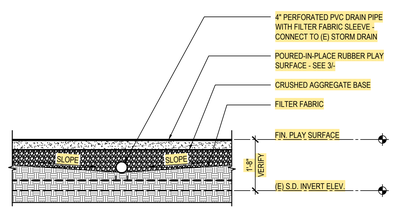
ORNAMENTAL TUBE STEEL FENCE INFILL — SCALE: 3/8" = 1'-0" — 3



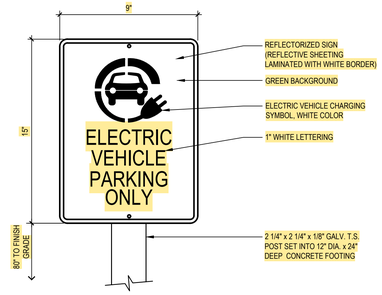
FORK LATCH WITH LEVER TRIM — SCALE: N.T.S. — 4



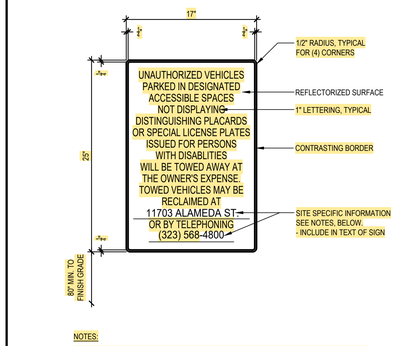
ACCESSIBLE GATE ELEVATION — SCALE: 1/2" = 1'-0" — 5



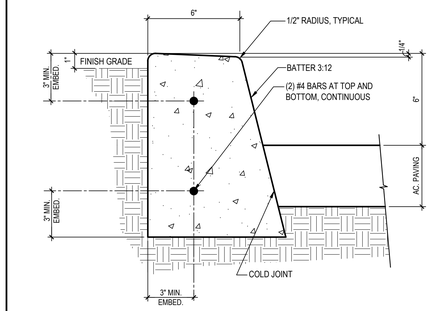
UNDERGROUND DRAINAGE @ PLAY AREA — SCALE: 3/4" = 1'-0" — 7



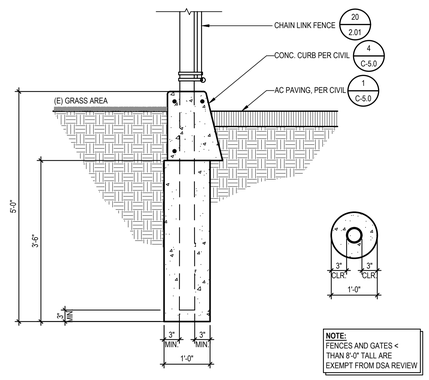
EV CHARGING STATION SIGN — SCALE: 3" = 1'-0" — 8



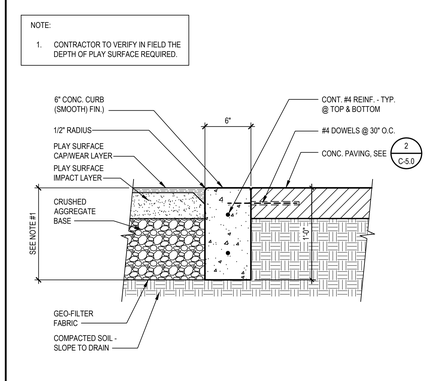
UNAUTHORIZED VEHICLE SIGNAGE — SCALE: 1 1/2" = 1'-0" — 9



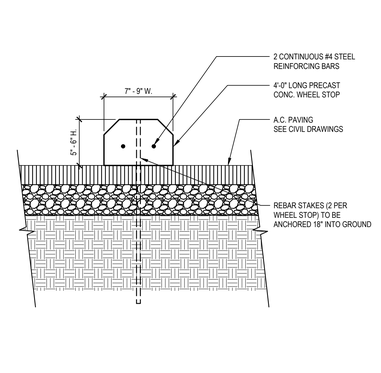
PLANTER PERIMETER CURB — SCALE: 3" = 1'-0" — 10



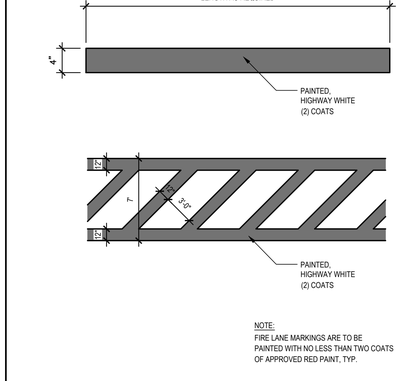
FENCE FOOTING — SCALE: 3/4"=1'-0" — 11



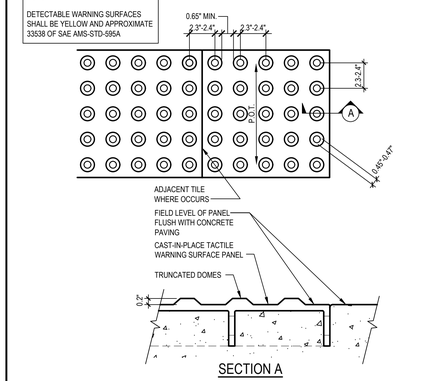
CONC. PERIMETER CURB — SCALE: 1-1/2" = 1'-0" — 12



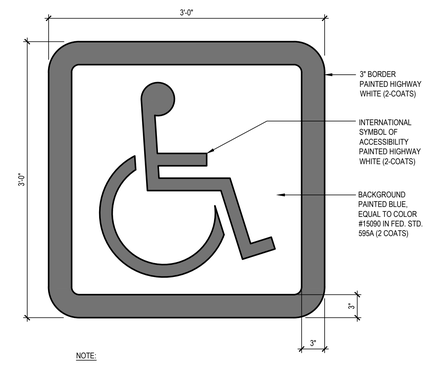
CONCRETE WHEEL STOP — SCALE: 1-1/2" = 1'-0" — 13



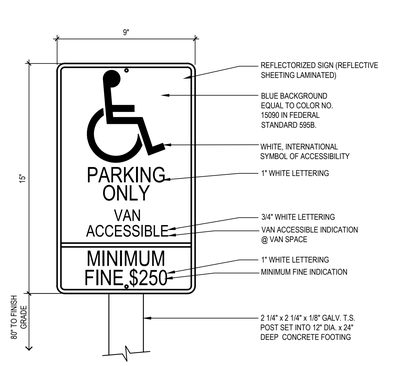
PAVEMENT STRIPING — SCALE: N.T.S. — 14



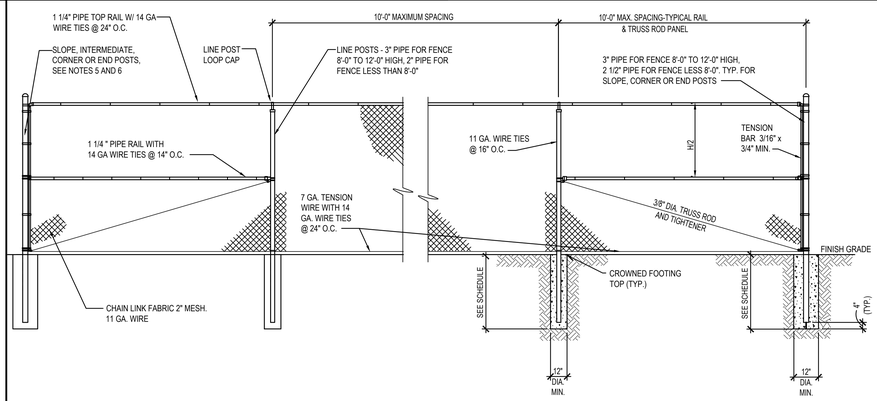
TRUNCATED DOMES — SCALE: 3" = 1'-0" — 15



ACCESSIBLE PARKING SYMBOL — SCALE: 1-1/2" = 1'-0" — 16



ACCESSIBLE PARKING SIGN — SCALE: 3" = 1'-0" — 17



CHAIN LINK FENCE — SCALE: 3/8" = 1'-0" — 20

GATE POST FOOTING SCHEDULE			
GATE WIDTH		FOOTING MIN. DEPTH, D	
SINGLE GATE	DOUBLE GATE	H TO 6'	H > 6' TO 8'
TO 6'	TO 12'	3'-0"	3'-6"

FENCE POST FOOTING SCHEDULE	
FENCE HEIGHT	FOOTING MIN. DEPTH, D
TO 6'-0"	3'-0"
OVER 6'-0 TO 8'-0"	3'-6"

GATE POST SCHEDULE				
FENCE HEIGHT (H)	GATE WIDTH	NOMINAL PIPE SIZE INCHES	ACTUAL O.D. INCHES	WEIGHT PER FOOT POUNDS
6 FEET TO 8 FEET INCLUSIVE	SINGLE GATES 6 FEET OR LESS	2 1/2	2.875	5.79

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WASHINGTON ELEMENTARY
PARKING LOT EXTENSION

LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

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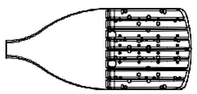
drawing title:

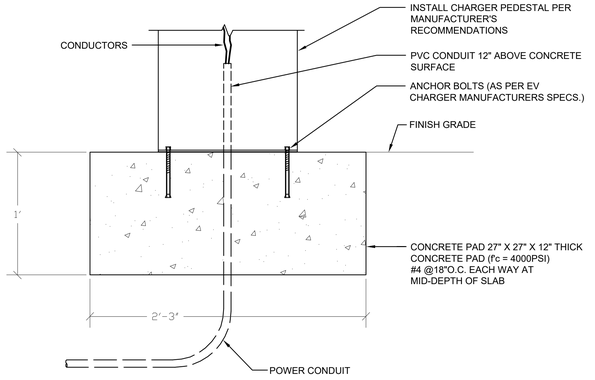
SITE DETAILS

drawing no.: 2.01

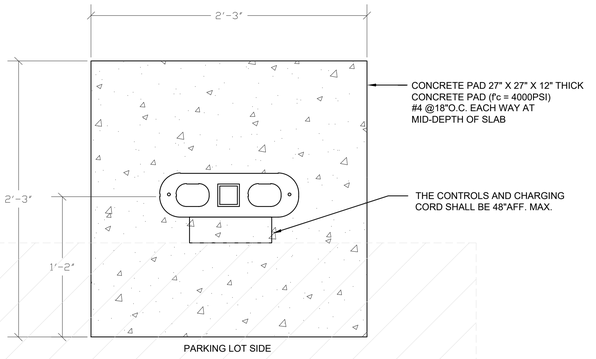
drawing of

LIGHT FIXTURE SCHEDULE

FIXTURE IMAGE	TYPE	LIGHT FIXTURE DESCRIPTION	FIXTURE MAXIMUM TOTAL INPUT WATTS	FIXTURE MINIMUM LUMEN OUTPUT EFFICIENCY	FIXTURE MOUNTING	LAMP TYPE	LAMP COLOR TEMPERATURE K°	LAMP CRI, NOT LESS THAN	WEIGHT
	1	LED PARKING LOT LUMINAIRE 32.71"L X 14.26"W X 7.88"H1 X 2.73"H2 DIE-CAST ALUMINUM HOUSING, BUILT-IN OCCUPANCY SENSOR, IP66 RATED, UL LISTED FOR WET LOCATIONS WITH 4" SQUARE STEEL POLE, 18'-6" HEIGHT. COLOR AS SELECTED BY ARCHITECT. LITHONIA LIGHTING #DSX1 LED P3 40K 80CRI T2M MVOLT OR APPROVED EQUAL	102	13,600	SEE POLE BASE DETAIL 1 SHEET E-0.1	LED	4000	80	34LBS



SECTION VIEW



PLAN VIEW

REFER TO DETAIL 13/AS-3 FOR DETECTABLE WARNING

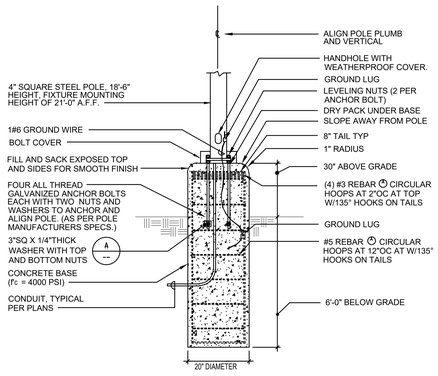
TYPICAL CHARGER PEDESTAL INSTALLATION DETAILS

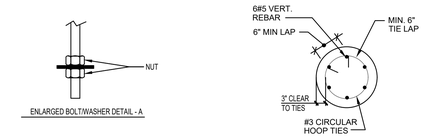
SCALE: NONE | 3

SYMBOL LIST

(ALL SYMBOLS NOT NECESSARILY USED ON THESE DRAWINGS)
ALL SYMBOL DESCRIPTIONS ARE SUBJECT TO MODIFICATION AS NOTED ON THE DRAWINGS

- DUPLEX CONVENIENCE RECEPTACLE VERTICAL ON FLUSH WALL MOUNTED OUTLET BOX, +18". STEM INDICATES WALL MOUNTED OUTLET BOX, TYPICAL.
- DUPLEX CONVENIENCE RECEPTACLE HORIZONTAL ON FLUSH WALL MOUNTED OUTLET BOX, +6" ABOVE COUNTER SPLASH.
- DUPLEX CONVENIENCE RECEPTACLE SPLIT WIRED, ON FLUSH WALL MOUNTED OUTLET BOX, +18".
- DOUBLE DUPLEX (FOUR-PLEX) CONVENIENCE RECEPTACLE ON ONE FLUSH WALL MOUNTED OUTLET BOX +18".
- SINGLE RECEPTACLE, NEMA CONFIGURATION PER EQUIPMENT MANUFACTURER REQUIREMENTS, ON FLUSH WALL MOUNTED OUTLET BOX, +18".
- DUPLEX CONVENIENCE RECEPTACLE WITH INTERNAL GROUND FAULT INTERRUPTER, VERTICAL ON FLUSH WALL MOUNTED OUTLET BOX +18".
- DUPLEX CONVENIENCE RECEPTACLE WITH INTERNAL GROUND FAULT INTERRUPTER, HORIZONTAL ON FLUSH WALL MOUNTED OUTLET BOX, +6" ABOVE COUNTER SPLASH.
- WP DUPLEX CONVENIENCE RECEPTACLE, WITH INTERNAL GROUND FAULT INTERRUPTER, IN FLUSH WALL MOUNTED ENCLOSURE WITH HINGED DOOR, LOCK AND KEY, +18".
- WP DUPLEX CONVENIENCE RECEPTACLE, WITH INTERNAL GROUND FAULT INTERRUPTER, ON FLUSH WALL MOUNTED OUTLET BOX WITH SPRING DOOR COVER, +18".
- R DOUBLE DUPLEX CONVENIENCE RECEPTACLE, "R" INDICATES RECESSED FLOOR BOX WITH MULTI-SERVICE FITTINGS
- DUPLEX CONVENIENCE RECEPTACLE, IN FLUSH FLOOR OUTLET BOX, UNLESS NOTED OTHERWISE.
- JUNCTION BOX, FLUSH WALL MOUNTED, +18".
- JUNCTION BOX CONCEALED ABOVE ACCESSIBLE CEILING.
- INDICATES CONNECTION TO EQUIPMENT AS REQUIRED, TYPICAL.
- THERMOSTAT ON FLUSH WALL MOUNTED OUTLET BOX, REFER TO MECHANICAL DRAWINGS FOR HEIGHT AND LOCATION.
- PANELBOARD, ADJACENT LINE INDICATES PANEL FRONT. ADJACENT BALLOON INDICATES PANEL DESIGNATION "A", SEE DRAWING E-1 FOR PANEL SCHEDULE.
- TERMINAL CABINET OR EQUIPMENT CABINET. ADJACENT LINE INDICATES CABINET FRONT.
- FLOOR STANDING SWITCHGEAR ADJACENT BALLOON INDICATES EQUIPMENT DESIGNATION "DBA", SEE DRAWING E-1 FOR SINGLE LINE DIAGRAM AND/OR SCHEDULE.
- CIRCUIT BREAKER STATIONARY (NON-DRAWOUT), SECONDARY VOLTAGE.
- CONDUIT, INSTALLED CONCEALED IN WALL OR IN CEILING SPACE.
  - 3/4" C - 2 #12,1#12 GRD.
  - 3/4" C - 3 #12,1#12 GRD.
  - 3/4" C - 4 #12,1#12 GRD.
  - 3/4" C - 5 #12,1#12 GRD.
  - ~~3/4" C - 6 #12,1#12 GRD.~~
  - ~~3/4" C - 7 #12,1#12 GRD.~~
  - ~~3/4" C - 8 #12,1#12 GRD.~~
  - ~~3/4" C - 9 #12,1#12 GRD.~~
- CONDUIT, INSTALLED CONCEALED IN OR UNDER FLOOR OR BELOW GRADE, 3/4" CONDUIT MINIMUM.
- CONDUIT, INSTALLED EXPOSED.
- HOMERUN TO PANEL "B" FOR CIRCUITS 5, 7, 9 WITH COMMON NEUTRAL.
- UNDERGROUND CONDUIT STUBOUT, STUB 5'-0" FROM BUILDING OR WALKWAY, CAP, MARK AND RECORD.
- E EXISTING CONDUIT TO REMAIN.
- C / E-2 DETAIL CALLOUT, "C" INDICATES DETAIL, "E-2" INDICATES DRAWING WHERE DETAIL OCCURS.
- LIGHTING STANDARD WITH SINGLE ARM MOUNTED LUMINAIRE AND POLE SUPPORT BASE.
- 2 / 100 FIXTURE SCHEDULE DESIGNATION: "2" INDICATES FIXTURE TYPE, "100" INDICATES FIXTURE TOTAL WATTAGE.





ITEM IS EXEMPT FROM DSA REVIEW PER CALIFORNIA ADMINISTRATIVE CODE (CAC), SECTION 4-314 AND DSA IR A-22. THE PROJECT INSPECTOR SHALL VERIFY ALL CONSTRUCTION COMPLIES WITH THE APPROVED CONSTRUCTION DOCUMENTS.

RAISE POLE BASE DETAIL

SCALE: NONE | 1

GENERAL NOTES

1. THESE DRAWINGS AND SPECIFICATIONS ARE INTENDED TO COVER A COMPLETE INSTALLATION OF SYSTEMS. THE OMISSION OR EXPRESSED REFERENCE TO ANY ITEM OF LABOR OR MATERIALS REQUIRED FOR THE PROPER EXECUTION OF THE WORK IN ACCORDANCE WITH PRESENT PRACTICE OF THE TRADE SHALL NOT RELIEVE THE CONTRACTOR FROM PROVIDING SUCH ADDITIONAL LABOR AND MATERIALS.
2. REFER TO THE ARCHITECTURAL DRAWINGS FOR NOTES AND OTHER ELECTRICAL REQUIREMENTS NOT SHOWN ON THE ELECTRICAL DRAWINGS AND TO DETERMINE NEW CONSTRUCTION. IF THERE ARE OMISSIONS OR CONFLICTS BETWEEN THE ELECTRICAL DOCUMENTS AND THE DOCUMENTS OF OTHER TRADES, CLARIFY THESE POINTS WITH THE ARCHITECT BEFORE SUBMITTING A BID. NO EXTRA PAYMENT WILL BE ALLOWED FOR FAILURE TO OBTAIN THIS INFORMATION.
3. THESE PLANS, SPECIFICATIONS, AND ALL MATERIALS SHALL BE IN FULL ACCORDANCE WITH ALL LEGAL AND INDUSTRY REQUIREMENTS, AND STANDARDS INCLUDING WITHOUT LIMITATION TO THE FOLLOWING:
   a. APPLICABLE CODES AND STANDARDS

LIST OF APPLICABLE CODES

2022 BUILDING ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24 CCR
2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 CCR
2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 CCR
2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 CCR
2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 CCR
2022 CALIFORNIA ENERGY CODE, PART 6, TITLE 24 CCR
2022 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 CCR
2022 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 CCR
2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 CCR
2022 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS

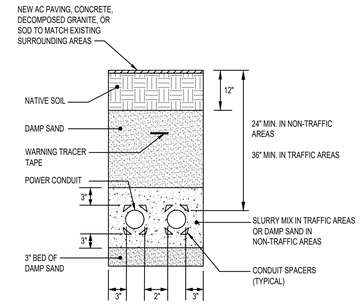
APPLICABLE STANDARDS

FOR A LIST OF APPLICABLE STANDARDS, INCLUDING CALIFORNIA AMENDMENTS TO THE NFPA STANDARDS, REFER TO CBC CHAPTER 35 AND CFC CHPTER 80.

   b. OTHER REGULATING AGENCIES WHICH MAY HAVE AUTHORITY OVER ANY PORTION OF THE WORK, INCLUDING THE STATE OF CALIFORNIA DIVISION OF INDUSTRIAL SAFETY, AND THOSE CODES AND STANDARDS LISTED IN THESE NOTES AND SPECIFICATIONS.
   c. THE ELECTRICAL SYSTEMS FUNCTIONALITY STANDARDS SET FORTH IN TITLE 7 OF THE CALIFORNIA CIVIL CODE (THE "RIGHT TO REPAIR
   d. THE MANUFACTURER'S REQUIREMENTS OR RECOMMENDATIONS FOR ANY INCORPORATED PRODUCTS.
   e. THE MOST CURRENT APPROVED ISSUES OF ANY NOTED SPECIFICATIONS, CODES AND STANDARDS, INCLUDING SUPPLEMENTS, UNLESS NOTED OTHERWISE.
4. IN USING THE PLANS FOR BIDDING OR CONSTRUCTION PURPOSES, THE CONTRACTOR IS REQUIRED TO REVIEW ALL OF THE PROJECT'S CONSTRUCTION DOCUMENTS AS A WHOLE IN ORDER TO IDENTIFY ALL REQUIREMENTS THAT DIRECTLY OR INDIRECTLY AFFECT ITS PORTION OF THE ELECTRICAL WORK. EVEN REQUIREMENTS LOCATED IN SECTIONS DESIGNATED AS APPLICABLE TO OTHER TRADES. IN CASE OF CONFLICTS, THE CONTRACTOR SHALL EITHER OBTAIN DIRECTION FROM AN APPROPRIATE OWNER REPRESENTATIVE OR OTHERWISE APPLY THE MORE STRINGENT REQUIREMENT.
5. WHEN INTERPRETING THE PLANS, THE FOLLOWING GENERAL RULES APPLY:
   a. WRITTEN DIMENSIONS SHALL TAKE PRECEDENCE OVER SCALED DRAWINGS.
   b. SCALED DIMENSIONS AND GRAPHICALLY SHOWN LOCATIONS ARE TO BE CONSIDERED ONLY APPROXIMATE. FIELD VERIFY DIMENSIONS PRIOR TO ROUGH-IN.
6. SUBMITTALS WILL BE REVIEWED BY THE ELECTRICAL ENGINEER, IF AT ALL, ONLY PURSUANT TO THE INDUSTRY STANDARD PROTOCOL SET FORTH IN A1A DOCUMENT A201, AND IN NO EVENT WILL THE SUBMITTAL REVIEW PROCESS RELIEVE OR LESSEN THE SUBMITTING CONTRACTOR'S RESPONSIBILITY FOR AN INAPPROPRIATE SUBMITTAL.
7. IN NO EVENT WILL ANY SITE VISITS BY THE ELECTRICAL ENGINEER CONCERN CONSTRUCTION MEANS AND METHODS OR CONSTRUCTION SAFETY, AND ALL SUCH MATTERS SHALL REMAIN THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
8. REFER TO THE DRAWINGS AND SHOP DRAWINGS OF OTHER TRADES FOR ADDITIONAL DETAILS WHICH AFFECT THE PROPER INSTALLATION OF THIS
9. BEFORE SUBMITTING A BID, THE CONTRACTOR SHALL FAMILIARIZE HIMSELF WITH ALL FEATURES OF THE EXISTING BUILDINGS AND SITE, AND ALL DRAWINGS WHICH MAY AFFECT THE EXECUTION OF THE WORK. NO EXTRA PAYMENT WILL BE ALLOWED FOR FAILURE TO OBTAIN THIS INFORMATION.
10. PROTECT ALL WORK, MATERIALS AND EQUIPMENT FROM DAMAGE FROM ANY CAUSE WHATEVER AND PROVIDE ADEQUATE AND PROPER STORAGE FACILITIES DURING THE PROGRESS OF THE WORK. PROVIDE FOR THE SAFETY AND GOOD CONDITION OF ALL THE WORK UNTIL FINAL ACCEPTANCE OF THE WORK BY THE OWNER AND REPLACE ALL DAMAGED OR DEFECTIVE WORK, MATERIALS AND EQUIPMENT BEFORE REQUESTING FINAL ACCEPTANCE.
11. THE DRAWINGS INDICATE IN A DIAGRAMMATIC MANNER, THE DESIRED LOCATIONS OF ARRANGEMENT OF THE COMPONENTS OF ELECTRICAL WORK. DETERMINE EXACT CONDUIT ROUTING, CONDUIT BENDS, AUXILIARY JUNCTION BOXES, SUPPORTS, AND UNDEFINED CONSTRUCTION DETAILS AS A JOB CONDITION TO BE INSTALLED IN ACCORDANCE WITH THE APPLICABLE CODE REQUIREMENTS. PROPER JUDGEMENT MUST BE EXERCISED IN EXECUTING THE WORK SO AS TO SECURE THE BEST POSSIBLE INSTALLATION IN THE AVAILABLE SPACE, AND TO OVERCOME LOCAL DIFFICULTIES DUE TO SPACE LIMITATIONS OR INTERFERENCE OF CONDITIONS ENCOUNTERED.
12. IN THE EVENT CHANGES IN THE INDICATED LOCATIONS OR ARRANGEMENTS ARE NECESSARY, DUE TO DEVELOPED CONDITIONS IN THE BUILDING CONSTRUCTION OR REARRANGEMENT OF EQUIPMENT, SUCH CHANGES SHALL BE MADE WITHOUT COST PROVIDING THE CHANGE IS ORDERED BEFORE THE CONDUIT RUNS, ETC., AND WORK DIRECTLY CONNECTED TO SAME IS INSTALLED AND NO EXTRA MATERIALS ARE REQUIRED.
13. PERFORM CUTTING AND PATCHING ON THE CONSTRUCTION WORK WHICH MAY BE REQUIRED FOR THE PROPER INSTALLATION OF THE ELECTRICAL WORK. PATCHING SHALL BE OF THE SAME MATERIAL, WORKMANSHIP AND FINISH AS SPECIFIED AND ACCURATELY MATCH SURROUNDING WORK TO SATISFACTION OF THE ARCHITECT.
14. PROVIDE ALL EQUIPMENT WITH ENCLOSURES LISTED OR LABELED FOR USE AND LOCATION WHERE SUCH EQUIPMENT IS INSTALLED.
15. PROVIDE UL LISTED FIRE STOP FOR ALL PENETRATIONS THROUGH FIRE RATED WALLS AND CEILINGS TO MAINTAIN ALL FIRE RATINGS. THE FIRE STOP MATERIALS SHALL BE RE-ENTERABLE AND REUSABLE.
16. GROUNDING SHALL BE EXECUTED IN ACCORDANCE WITH ALL APPLICABLE CODES AND REGULATIONS, BOTH OF THE STATE OF CALIFORNIA AND LOCAL AUTHORITIES HAVING JURISDICTION.
17. PROVIDE GROUND WIRE IN EACH CONDUIT CONTAINING CIRCUITS FEEDING RECEPTACLES. THE CONDUIT SHALL NOT BE PERMITTED TO SERVE AS THE ONLY ELECTRICAL GROUND RETURN PATH.
18. NOTIFY THE ARCHITECT IN WRITING WHEN INSTALLATION IS COMPLETE AND THAT A FINAL INSPECTION OF THIS WORK CAN BE PERFORMED. IN THE EVENT DEFECTS OR DEFICIENCIES ARE FOUND DURING THIS FINAL INSPECTION, THEY SHALL BE CORRECTED TO THE SATISFACTION OF THE ARCHITECT BEFORE FINAL ACCEPTANCE CAN BE ISSUED.

NOTE:

WHERE EXISTING CONCRETE HARDSCAPE DEMOLITION OCCURS, CONTRACTOR SHALL PERFORM SAW CUTTING AND REMOVAL OF EXISTING CONCRETE SURFACE IN ORDER TO INSTALL NEW UNDERGROUND CONDUIT AS INDICATED. THIS MAY REQUIRE THE EXISTING CONCRETE TO BE COMPLETELY REMOVED FROM JOINT-TO-JOINT TO AVOID CONCRETE PATCHING. THE CONTRACTOR SHALL PROVIDE NEW CONCRETE SLAB TO MATCH EXISTING CONCRETE SLAB THICKNESS AND SURFACE AND TROWEL TO MATCH EXISTING JOINT EDGES.



CONDUIT DUCT BANK DETAIL

SCALE: NONE | 2

SCHOOL EQUIPMENT ANCHORAGE NOTES

MEP COMPONENT ANCHORAGE NOTE

ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2022 CBC, SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTER 13, 26 AND 30.

1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. "PERMANENTLY ATTACHED" SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 110/220 VOLT RECEPTACLES HAVING A FLEXIBLE CORD.
3. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER OF MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT ARE REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.

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

A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.

B. COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

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

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTION 13.6.5, 13.6.6, 13.6.7, AND 2022 CBC SECTIONS 1617A.1.24, 1617A.1.25 AND 1617A.1.26.

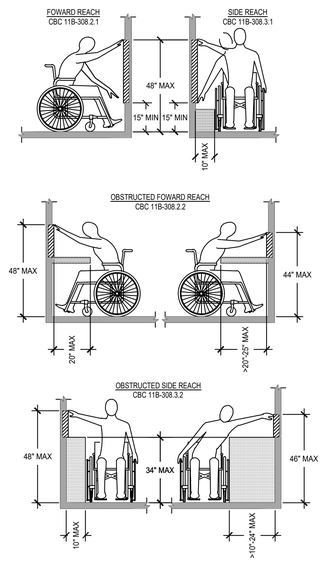
THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACING AND ATTACHMENTS ARE BASED ON A PRE-APPROVED INSTALLATION GUIDE (E.G. OSHPD OPM FOR 2013 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS.THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP), ELECTRICAL DISTRIBUTION SYSTEM (E):

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

MP☐ MD☐ PP☐ E☐ -OPTION 2: SHALL COMPLY WITH THE APPLICABLE OSHPD PRE-APPROVAL (OPM #) #_____.

ELECTRICAL MOUNTING REACH RANGES



IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

A# 03-124998
DIVISION OF THE STATE ARCHITECT
355 S. GRAND AVE, SUITE 2100
LOS ANGELES, CA 90071
ph: 213.897.3995 fx: 213.897.3159/0726

agency

tBP architecture planning interiors
tBP/Architecture
4611 Teller Avenue
Newport Beach, CA 92660
ph: 949.673.0300

architect

FBA Engineering
Consulting Electrical Engineers
150 Paularino Avenue Suite A120
Costa Mesa, CA 92626
949.852.9995 ★ 949.852.1657 (fax)
fbaengr.com
FBA Job Number: 212 329

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZOTOS
No. E 16372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA

03/20/2025 consultant

WASHINGTON ELEMENTARY PARKING LOT EXTENSION
LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262

owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

THIS DRAWING AND THE DESIGNS, DEPICTIONS, IDEAS AND OTHER INFORMATION CONTAINED HEREIN CONSTITUTE UNPUBLISHED WORK OF tBP/ARCHITECTURE AND SHALL REMAIN THE PROPERTY OF tBP/ARCHITECTURE IN PERPETUITY. NO PART THEREOF SHALL BE REPRODUCED, DISCLOSED, DISTRIBUTED, SOLD, PUBLISHED OR OTHERWISE USED IN ANY WAY WITHOUT THE ADVANCED EXPRESS WRITTEN CONSENT OF tBP/ARCHITECTURE.

drawing title:
SYMBOL LIST, FIXTURE SCHEDULE, NOTES, AND DETAILS

drawing no.:
E-0.1
drawing of

FBA Engineering / Plot Date: 3/20/2025 8:29 AM / Plotted by: Brandon Nguyen / Drawing Location: I:\212\329\E0.1_212 329 - Symbol List, Fixture Schedule, Notes, Details.dwg

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
This document is used to demonstrate compliance with requirements in 110.9, 130.0, 130.2, 140.7, and 141.0(b)2L for outdoor lighting scopes using the prescriptive path for nonresidential and hotel/motel occupancies. It is also used to document compliance with requirements in 160.5, 170.2(e)6, 180.1(a) and 180.2(b)4Bv for outdoor lighting scopes using the prescriptive path for multifamily and mixed-use occupancies. Multifamily includes dormitory and senior living facilities.		
Project Name: Washington Elementary School Parking Lot Extension	**Report Page:**	**(Page 1 of 7)**
Project Address: 4225 Samborn Ave.	**Date Prepared:**	1/15/2025

A. GENERAL INFORMATION

01	Project Location (city)	Lynwood	04	Total Illuminated Hardscape Area (ft²)	0
02	Climate Zone	9			
03	Outdoor Lighting Zone per Title 24 Part 1 10.114 or as designated by Authority Having Jurisdiction (AHJ):				
☐	LZ-0: Very Low - Undeveloped Parkland	☒ LZ-2: Moderate - Urban Clusters	☐ LZ-4: High - Must be reviewed by CA Energy Commission for Approval		
☐	LZ-1: Low - Rural Areas	☐ LZ-3: Moderately High - Urban Areas			
05	Occupancy Types within Project				
● All Other Occupancies					

B. PROJECT SCOPE

This table includes outdoor lighting systems that are within the scope of the permit application and are demonstrating compliance using the prescriptive path outlined in 140.7 / 170.2(e)6 or 141.0(b)2L / 180.2(b)4Bv for alterations.

My Project Consists of:

01	02		
☒ New Lighting System	Must Comply with Allowances from 140.7 / 170.2(e)6		
☐ Altered Lighting System	Is your alteration increasing the connected lighting load (Watts)?	○ Yes	○ No
03	04	05	
% of Existing Luminaires Being Altered[1]	Sum Total of Luminaires Being Added or Altered	Calculation Method	
☐ < 10% ☐ >= 10% and < 50% ☐ >= 50%			

Please proceed to Table F. Outdoor Lighting Fixture Schedule to define the project's luminaires.

[1] *FOOTNOTES: % of Existing Luminaires Being Altered = (Sum Total of Luminaires Being Added or Altered / Existing Luminaires within the Scope of the Permit Application) x 100.*

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: Washington Elementary School Parking Lot Extension	**Report Page:**	**(Page 2 of 7)**
	Date Prepared:	1/15/2025

C. COMPLIANCE RESULTS

Results in this table are automatically calculated from data input and calculations in Tables F through N. Note: If any cell on this table says "COMPLIES with Exceptional Conditions" refer to Table D. Exceptional Conditions for guidance or see applicable Table referenced below.

Calculations of Total Allowed Lighting Power (Watts) 140.7 / 170.2(e)6 or 141.0(b)2L / 180.2(b)4Bv													Compliance Results		
01		02		03		04		05		06		07	08	09	
General Hardscape Allowance 140.7(d)1 / 170.2(e)6 (See Table I)	+	Per Application 140.7(d)2 / 170.2(e)6 (See Table J)	+	Sales Frontage 140.7(d)2 (See Table K)	+	Ornamental 140.7(d)2 / 170.2(e)6 (See Table L)	+	Per Specific Area 140.7(d)2 / 170.2(e)6 (See Table M)	OR	Existing Power Allowance 141.0(b)2L / 180.2(b)4Bv (See Table N)	=	**Total Allowed** (Watts)	≥	**Total Actual** (Watts)	**07 must be >= 08**
0	+	---	+	---	+	---	+	204	OR	---	=	204	≥	204	COMPLIES
Shielding Compliance (See Table G for Details)												N/A			
Controls Compliance (See Table H for Details)												Not applicable			

D. EXCEPTIONAL CONDITIONS

This table is auto-filled with uneditable comments because of selections made or data entered in tables throughout the form.

E. ADDITIONAL REMARKS

This table includes remarks made by the permit applicant to the Authority Having Jurisdiction.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: Washington Elementary School Parking Lot Extension	**Report Page:**	**(Page 3 of 7)**
	Date Prepared:	1/15/2025

F. OUTDOOR LIGHTING FIXTURE SCHEDULE

For new or altered lighting systems demonstrating compliance with 140.7 / 170.2(e)6 all new luminaires being installed and any existing luminaires remaining or being moved within the spaces covered by the permit application are included in the Table below. For altered lighting systems using the Existing Power method per 141.0(b)2L only new luminaires being installed and replacement luminaires being installed as part of the project scope are included (ie, existing luminaires remaining or existing luminaires being moved are not included). Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H. and are not included here. All other multifamily outdoor lighting is included here.

Designed Wattage:

01	02	03	04	05	06	07	08	09	10	
Name or Item Tag	Complete Luminaire Description	Watts per luminaire[1, 2]	How is Wattage determined	Total Number Luminaires [2]	Luminaire Status[3]	Excluded per 140.7(a) / 170.2(e)6A	Design Watts	Cutoff Req. > 6,200 initial lumen output 130.2(b) / 160.5(c)[4]	Field Inspector	
									Pass	Fail
1	LED Parking Lot Lights; Wet location listed. ☐ Linear	102	Mfr. Spec	2	New	☐	204	NA: < 6200 lumens	☐	☐
						Total Design Watts:	204			

* NOTES: Selections with a * require a note in the space below explaining how compliance is achieved.
EX: Luminaire is lighting a statue; EXCEPTION 2 to 130.2(b)

[1] *FOOTNOTES: Authority Having Jurisdiction may ask for Luminaire cut sheets to confirm wattage used for compliance per 130.0(c) / 160.5(b)*
[2] *For linear luminaires, wattage should be indicated as W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 05 instead of number of luminaires.*
[3] *Select "New" for new luminaires in a new outdoor lighting project, or for added luminaires in an alteration. Select "Altered" for replacement luminaires in an alteration. Select "Existing to Remain" for existing luminaires within the project scope that are not being altered and are remaining. Select "Existing Reinstalled" for existing luminaires which are being removed and reinstalled as part of the project scope.*
[4] *Compliance with mandatory shielding requirements is required for luminaires with initial lumen output >= 6,200 unless exempted by 130.2(b)/ 160.5(c)*

G. SHIELDING REQUIREMENTS (BUG)

This section does not apply to this project.

STATE OF CALIFORNIA
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CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: Washington Elementary School Parking Lot Extension	**Report Page:**	**(Page 4 of 7)**
	Date Prepared:	1/15/2025

H. OUTDOOR LIGHTING CONTROLS

This table demonstrates compliance with controls requirements for all new or altered luminaires installed as part of the permit application. For alteration projects, luminaires which are existing to remain (ie untouched) and luminaires which are removed and reinstalled (wiring only) do not need to be included in this table even if they are within the spaces covered by the permit application.
Outdoor lighting for nonresidential buildings, parking garages and common service areas in multifamily buildings must be documented separately from outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit

Mandatory Controls for Nonresidential Occupancies, Parking Garages & Common Areas in Multifamily Buildings

01	02	03	04	05	
Area Description	Shut-Off 130.2(c)1 / 160.5(c)	Auto-Schedule 130.2(c)2 / 160.5(c)	Motion Sensor 130.2(c)3 / 160.5(c)	Field Inspector	
				Pass	Fail

[1] *FOOTNOTE: Text has been abbreviated, please refer to Table 160.5-A to confirm compliance with the specific light source technologies listed.*
[2] *Authority having jurisdiction may ask for cutsheets or other documentation to confirm compliance of light source.*
[3] *Recessed luminaires marked for use in fire-rated installations, and recessed luminaires installed in non-insulated ceilings are excepted from ii and iii.*

I. LIGHTING POWER ALLOWANCE (per 140.7 / 170.2(e))

This table includes areas using allowance calculations per 140.7 / 170.2(e). General Hardscape Allowance is per Table 140.7-A/Table 170.2-R while "Use it or lose it" Allowances are per Table 140.7-B /Table 170.2-S. Indicate which allowances are being used to expand sections for user input. Luminaires that qualify for one of the "Use it or lose it" allowances shall not qualify for another "Use it or lose it" allowance. Outdoor lighting attached to multifamily buildings and controlled from the inside of a dwelling unit are included in Table H. and are not included here. All other multifamily outdoor lighting is included here.	01				
	"Use it or lose it" Allowance (select all that apply) (select all that apply)				
	☐ General Hardscape Allowance Table I (below)	☐ Per Application Table J	☐ Sales Frontage Table K	☐ Ornamental Table L	☒ Per Specific Area Table M

J. LIGHTING ALLOWANCE: PER APPLICATION

This section does not apply to this project.

K. LIGHTING ALLOWANCE: SALES FRONTAGE

This section does not apply to this project.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: Washington Elementary School Parking Lot Extension	**Report Page:**	**(Page 5 of 7)**
	Date Prepared:	1/15/2025

L. LIGHTING ALLOWANCE: ORNAMENTAL

This section does not apply to this project.

M. LIGHTING ALLOWANCE: PER SPECIFIC AREA

This table includes areas using the wattage allowance per specific area from Table 140.7-B /Table 170.2-S. More than one specific area allowance may be taken in a single project, if applicable. However, multiple specific area allowances may not be taken for the exact same area on the site.

01	02	03	04	05	06	07	08	09	10
Area Description	Specific Area Type per Table 140.7-B	CALCULATED ALLOWANCE (Watts)			DESIGN WATTS				Additional Allowance (Watts)
		Specific Area (ft²)[1]	Allowed Density (W/ft²)	Extra Allowance (Watts)	Luminaire Name or Item Tag	Watts per Luminaire	# of Luminaires	Design Watts	
Building Facade	BuildingFacade	8000	0.1	800	1	102	2	204	204
						Total Design Watts for this Area:		204	
						Total Allowance (Watts) All Areas:			204

[1] *FOOTNOTES: See Table 140.7-B /Table 170.2-S for rules for calculating the specific areas (ft²) for these additional lighting allowances.*
[2] *For luminaires indicated in Table F as linear, wattage in column 07 is W/lf instead of Watts/luminaire. Total linear feet should be indicated in column 08 instead of number of luminaires.*

N. EXISTING CONDITIONS POWER ALLOWANCE (alterations only)

This section does not apply to this project.

O. DECLARATION OF REQUIRED CERTIFICATES OF INSTALLATION

Selections have been made based on information provided in this document. If any selection has been changed by permit applicant, an explanation should be included in Table E. Additional Remarks. These documents must be provided to the building inspector during construction and can be found online

Form/Title
NRCI-LTO-E - Must be submitted for all buildings

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: Washington Elementary School Parking Lot Extension	**Report Page:**	**(Page 6 of 7)**
	Date Prepared:	1/15/2025

P. DECLARATION OF REQUIRED CERTIFICATES OF ACCEPTANCE

There are no NRCA forms required for this project.

STATE OF CALIFORNIA
Outdoor Lighting
CALIFORNIA ENERGY COMMISSION

CERTIFICATE OF COMPLIANCE		NRCC-LTO-E
Project Name: Washington Elementary School Parking Lot Extension	**Report Page:**	**(Page 7 of 7)**
Project Address: 4225 Samborn Ave.	**Date Prepared:**	1/15/2025

DOCUMENTATION AUTHOR'S DECLARATION STATEMENT

I certify that this Certificate of Compliance documentation is accurate and complete.

Documentation Author Name:	Documentation Author Signature:
Stephen R. Zajicek P.E.	SZR
Company:	Signature Date:
Address: 150 Paularino Avenue Suite A120	CEA/ HERS Certification Identification (if applicable): E10372
City/State/Zip: Costa Mesa CA 92626	Phone: 949-852-9995

RESPONSIBLE PERSON'S DECLARATION STATEMENT

I certify the following under penalty of perjury, under the laws of the State of California:
1. The information provided on this Certificate of Compliance is true and correct.
2. I am eligible under Division 3 of the Business and Professions Code to accept responsibility for the building design or system design identified on this Certificate of Compliance (responsible designer)
3. The energy features and performance specifications, materials, components, and manufactured devices for the building design or system design identified on this Certificate of Compliance conform to the requirements of Title 24, Part 1 and Part 6 of the California Code of Regulations.
4. The building design features or system design features identified on this Certificate of Compliance are consistent with the information provided on other applicable compliance documents, worksheets, calculations, plans and specifications submitted to the enforcement agency for approval with this building permit application.
5. I will ensure that a completed signed copy of this Certificate of Compliance shall be made available with the building permit(s) issued for the building, and made available to the enforcement agency for all applicable inspections. I understand that a completed signed copy of this Certificate of Compliance is required to be included with the documentation the builder provides to the building owner at occupancy.

Responsible Designer Name:	Responsible Designer Signature:
Steve R. Zajicek	SZR
Company: FBA Engineering	Date Signed: 2025-01-15
Address: 150 Paularino Avenue Slote A120	License: E10372
City/State/Zip: Costa Mesa Ca 92626	Phone: 949-852-9995

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

A# 03-124998
DIVISION OF THE STATE ARCHITECT
355 S. GRAND AVE, SUITE 2100
LOS ANGELES, CA 90071
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tBP/Architecture
4611 Teller Avenue
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architect

FBA Engineering
Consulting Electrical Engineers
150 Paularino Avenue Suite A120
Costa Mesa, CA 92626
949.852.9995 ● 949.852.1657 (fax)
fbaengr.com
FBA Job Number: 212 329

REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZAJICEK
No. E 10372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA
03/20/2025 consultant

WASHINGTON ELEMENTARY
PARKING LOT EXTENSION
LYNWOOD UNIFIED SCHOOL DISTRICT
4225 SANBORN AVE.
LYNWOOD, CA 90262
owner

tBP project number : 21216.00
file name:
drawn by: checked by:
date: 10/09/24

Rev:	date:	description:

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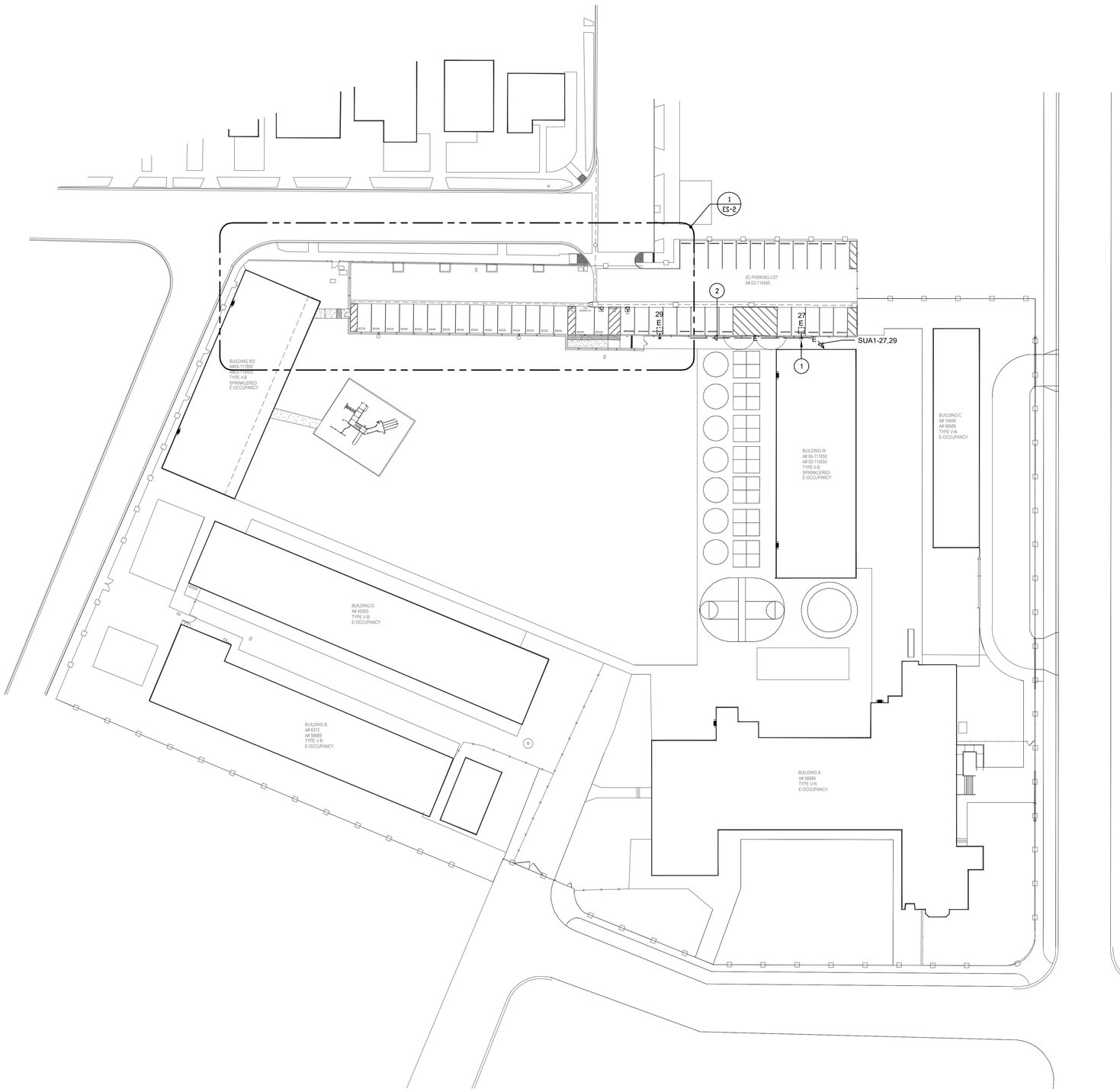
drawing title:
OUTDOOR TITLE 24

drawing no.:
E-0.2
drawing of

FBA Engineering / Plot Date: 3/20/2025 8:29 AM / Plotted by: Brandon Nguyen / Drawing Location: I:\212\329\E\0.2_212 329 - Outdoor T24.dwg



SITE ELECTRICAL PLAN | SCALE: 1" = 30'-0" | 1

PLAN NOTES

1. INTERCEPT EXISTING CIRCUIT SUA1-27 AND EXTEND WITH NEW 2#10 IN EXISTING CONDUIT AS INDICATED TO SERVE THE NEW LIGHT POLE.
2. PROVIDE ADDITIONAL 2#10 IN EXISTING CONDUIT .

SITE PLAN GENERAL NOTES

1. CONTRACTOR SHALL EXERCISE CAUTION IN EXCAVATING, BORING AND TRENCHING ON THIS SITE TO AVOID EXISTING DUCTS, PIPING, CONDUITS, ETC., AND SHALL PREVENT HAZARD TO PERSONNEL AND/OR DAMAGE TO EXISTING UNDERGROUND UTILITIES OR STRUCTURES, WHETHER OR NOT SHOWN, DETAILED OR INSTALLED BY THIS OR ANY OTHER CONTRACTS. THIS CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER SHOULD SUCH UNIDENTIFIED CONDITIONS BE DISCOVERED. THESE DRAWINGS AND SPECIFICATIONS DO NOT INCLUDE NECESSARY COMPONENTS FOR CONSTRUCTION SAFETY.
2. NEW BORING AND TRENCHING FOR CONDUITS SHALL BE EXCAVATED IN VICINITY OF EXISTING UNDERGROUND UTILITIES AND BOXES. PRIOR TO ANY EXCAVATION THE CONTRACTOR SHALL SCAN SURROUNDING AREAS USING GROUND-PENETRATING RADAR OPERATED BY PERSONNEL REGULARLY ENGAGED IN THE BUSINESS OF UNDERGROUND UTILITY DETECTION. CAREFULLY HAND-TRENCH ALL AREAS WHERE THERE ARE EXISTING UNDERGROUND UTILITIES. ADJUST LOCATIONS OF NEW UTILITIES AND BOXES TO ACHIEVE BEST POSSIBLE INSTALLATION.

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 03-124998 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 05/15/2025

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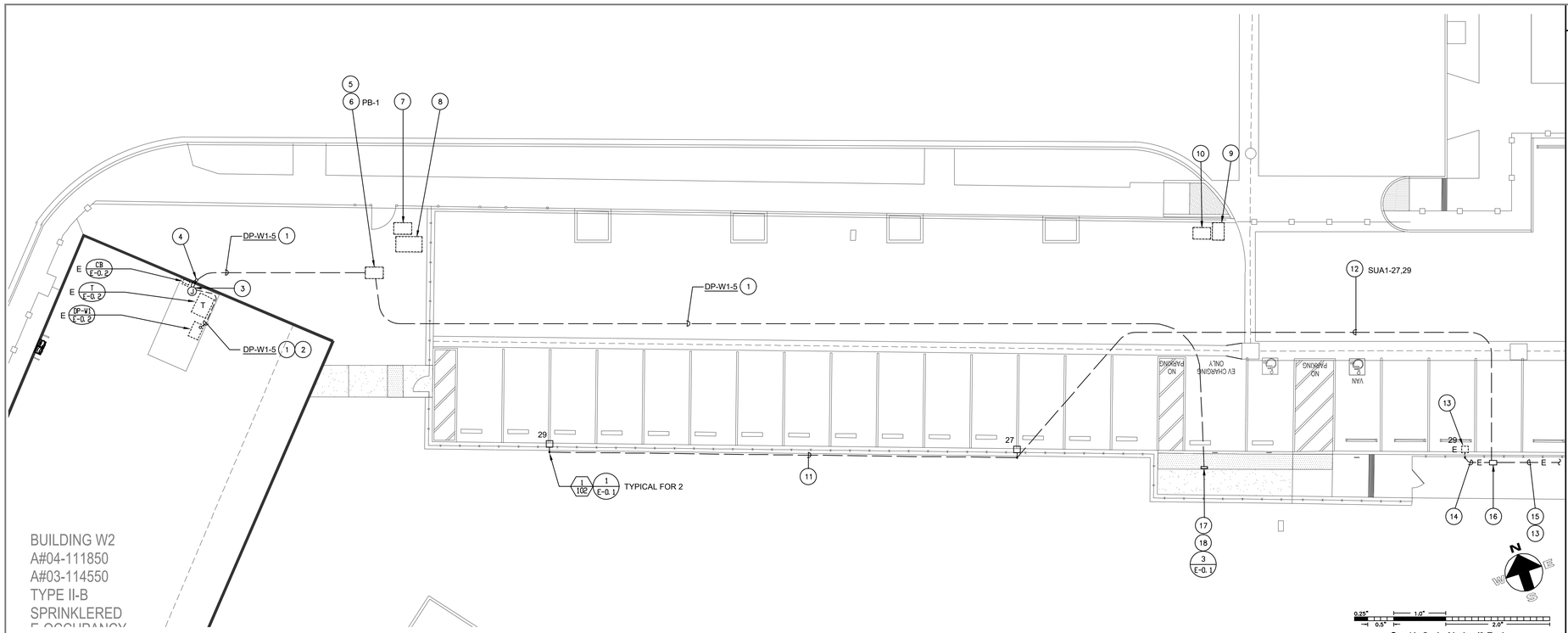
drawing title:
SITE ELECTRICAL PLAN

drawing no.:
ES-1
drawing of

FBA Engineering / Plot Date: 3/20/2025 8:29 AM / Plotted by: Brandon Nguyen / Drawing Location: I:\212\329\ES-1_212 329 - Site Electrical Plan.dwg

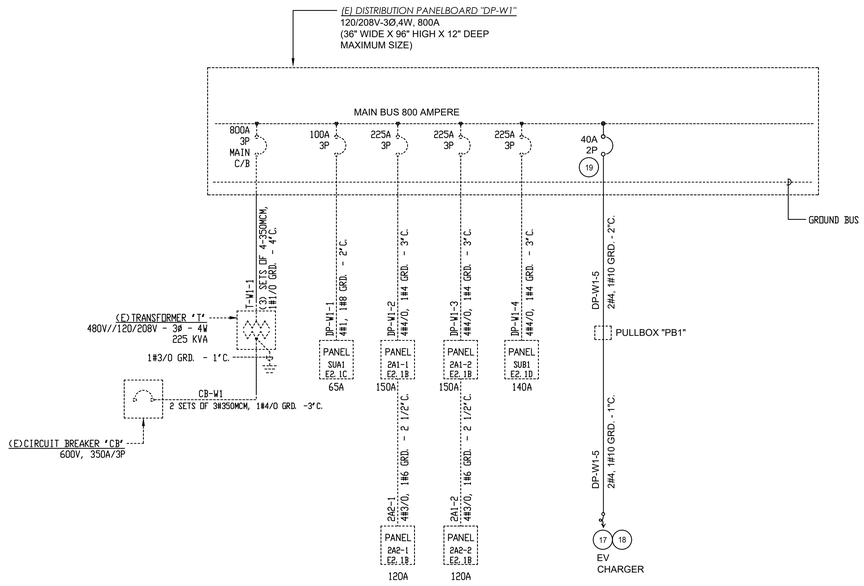


ENLARGED SITE ELECTRICAL PLAN

SCALE: 1" = 10'-0" | 1

PLAN NOTES

1. REFER TO SINGLE LINE DIAGRAM ON THIS SHEET FOR FEEDER SIZE .
2. ROUTE CONDUIT EXPOSED ON WALL JUST BELOW THE CEILING.
3. PROVIDE 12 " X 12 " X 6 " D . PULLBOX SURFACE MOUNT JUST BELOW THE CEILING .
4. ROUTE CONDUIT FROM BELOW GRADE EXPOSED ON BUILDING EXTERIOR TO AN ELEVATION BELOW CEILING. PROVIDE WEATHERPROOF "LB" FITTING AND SEALED PENETRATION THROUGH BUILDING WALLS .
5. EXISTING POWER POWER PULL BOX TO REMAIN .
6. INTERCEPT AND EXTEND WITH NEW CONDUIT AND CONDUCTORS AS INDICATED .
7. EXISTING FIRE ALARM PULLBOX TO REMAIN .
8. EXISTING SIGNAL PULLBOX TO REMAIN .
9. EXISTING SCE CONCRETE PULLBOX SHALL BE LOWERED TO MATCH NEW PARKING LOT SURFACE LEVEL AND ADJUST COVER TO MATCH NEW FINISH GRADE LEVEL .
10. EXISTING POWER CONCRETE PULLBOX SHALL BE LOWERED TO MATCH NEW PARKING LOT SURFACE LEVEL AND ADJUST COVER TO MATCH NEW FINISH GRADE LEVEL .
11. PROVIDE 2#10 ,1#10 GRD . - 1" C .
12. PROVIDE 4#10 , 1#10 GRD . - 1" C .
13. EXISTING PARKING LOT LIGHT TO REMAIN .
14. EXISTING CONDUIT AND CONDUCTORS TO REMAIN .
15. PROVIDE ADDITIONAL 2 # 10 IN EXISTING CONDUIT TO THE PARKING LOT LIGHT POLE ON THE EAST. REFER TO SITE ELECTRICAL PLAN SHEET ES-1 FOR ADDITIONAL INFORMATION .
16. PROVIDE 11" X 17" X 36" DEEP CONCRETE INTERCEPT TYPE PULLBOX WITH BOLT-DOWN COVER ENGRAVED "SITE LIGHTING". INSTALL PULLBOX OVER EXISTING CONCRETE ENCASED PARKING LOT LIGHTING CONDUIT IN ORDER TO INTERCEPT AND EXTEND EXISTING BRANCH LIGHTING CIRCUIT AS INDICATED TO SERVE NEW PARKING LOT LIGHTS .
17. PROVIDE CONNECTION TO EV CHARGER PER MANUFACTURER'S REQUIREMENTS .
18. PROVIDE SINGLE PORT AC LEVEL 2 RECTANGLE PEDESTAL MOUNTED WITH 23 FEET CHARGE CABLE , 7.7 KW 32A, NEMA 3R HOUSING , PEDESTAL DIMENSIONS (56.04" X13.58"X4.28"D.), FULL TURN KEY (SOFTWARE AND HARDWARE). BLINK # 01-0210 .
19. PROVIDE NEW CIRCUIT BREAKER IN SPACE OF EXISTING DISTRIBUTION BOARD MATCH A. I. C. RATING OR DEVICES CURRENTLY USED. PROVIDE ALL REQUIRED MOUNTING HARDWARE .



NOTE:

DASHED (- - - - -) LINEWORK INDICATES EXISTING FEEDERS, DEVICES, ETC TO REMAIN U.N.O.

SOLID (——) LINEWORK INDICATES PROVIDE NEW ELECTRICAL EQUIPMENT, FEEDERS, ETC. IN THIS SCOPE OF WORK.

PARTIAL SINGLE LINE DIAGRAM

SCALE: NONE | 1

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drawing title:
ENLARGED SITE ELECTRICAL PLAN

drawing no.:
ES-2
drawing of

FBA Engineering / Plot Date: 3/20/2025 8:29 AM / Plotted by: Brandon Nguyen / Drawing Location: I:\212\329\ES-2_212 329 - Enlarged Site Electrical Plan.dwg