darden architects

6790 N. West Avenue
Fresno, California 93711
Tel: 559.448.8051
Fax: 559.446.1765
www.dardenarchitects.com

ADDENDUM NO. A

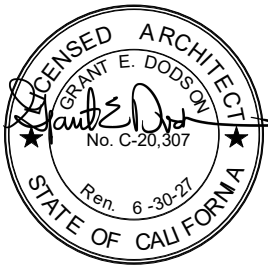
DATE: 12/2/2025

PROJECT:
Community Day School Modernization
Merced, CA 95340
Client Bid No. 2025-5

OWNER:
Merced City School District
2111 Wardrobe Ave.
Merced, CA 95340

ARCHITECT:
DARDEN ARCHITECTS, INC.
Attention:
6790 N. West Avenue
Fresno, California 93711
T. (559) 448-8051
F. (559) 446-1765

DARDEN PROJECT NO. 2533
DSA File Nos. 24-35
DSA APPL. NO. 02-123716



It will be the responsibility of the General Contractor to submit the information contained in this addendum to all its subcontractors and suppliers. Acknowledge receipt of this Addendum in the space provided on the Bid Form. Failure to do so may subject Bidder to disqualification.

The following additions, deletions, and revisions to the SHEETS and Project Manual are hereby made and do become a part of these Contract Documents.

INDEX OF ADDENDA TRANSMITTED HEREWITH

PROJECT MANUAL:

BIDDING AND CONTRACT REQUIREMENTS:

BIDDING REQUIREMENTS..... ADA-CBR01 THRU ADA-CBR17
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ATTACHMENTS:

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01 32 26 – FORMS AND REPORTS ..... (Pages 1 thru 3)
01 32 26.01 – FORMS AND ATTACHMENTS..... (Pages 1 thru 32)
01 35 16 – ALTERATION PROJECT PROCEDURES..... (Pages 1 thru 4)
01 41 00 – REGULATORY REQUIREMENTS..... (Pages 1 thru 5)
01 42 00 - REFERENCES ..... (Page 1)
01 45 23 – TESTING AND INSPECTION SERVICES..... (Pages 1 thru 3)
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01 50 00 – TEMPORARYFACILITIES AND CONTROLS ..... (Pages 1 thru 15)
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01 73 29 – CUTTING AND PATCHING ..... (Pages 1 thru 5)
01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL..... (Pages 1 thru 11)
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02 41 19 – SELECTIVE DEMOLITION ..... (Pages 1 thru 11)
APPENDIX "A" – HAZARDOUS BUILDING MATERIALS SURVEY..... (Pages 1 thru 45)

SHEETS:

ARCHITECTURAL ..... ADA-AX01 thru ADA-AX05.
STRUCTURAL ..... ADA-SX01.
MECHANICAL ..... ADA-MX01 and ADA-MX02.
PLUMBING ..... ADA-PX01 and ADA-PX02.
ELECTRICAL ..... ADA-EX01 thru ADA-EX06.

PROJECT MANUAL:

BIDDING AND CONTRACT REQUIREMENTS:

CHANGES TO BIDDING REQUIREMENTS:

ADA-CBR01 Refer to NOTICE TO BIDDERS:

1. Refer to Notice to Bidders for project requirements.

ADA-CBR02 Refer to INSTRUCTIONS TO BIDDERS:

1. Refer to Instructions to Bidders for project requirements.

ADA-CBR03 Refer to BID FORM:

1. Refer to Bid Form for project requirements.

ADA-CBR04 Refer to AGREEMENT BETWEEN OWNER AND CONTRACTOR:

1. Refer to Agreement Between Owner and Contractor for project requirements.

ADA-CB05 Refer to SUFFICIENT FUNDS DECLARATION:

1. Refer to Sufficient Funds Declaration for project requirements.

ADA-CBR06 Refer to BID BOND:

1. Refer to Bid Bond for project requirements.

ADA-CBR07 Refer DESIGNATION OF SUBCONTRACTORS:

1. Refer to Designation of Subcontractors for project requirements.

ADA-CBR08 Refer to FINGERPRINTING NOTICE AND ACKNOWLEDGEMENT:

1. Refer to Fingerprinting Notice and Acknowledgement for project requirements.

ADA-CBR09 Refer to IRAN CONTRACTING ACT CERTIFICATION:

1. Refer to Iran Contracting Act Certification for project requirements.

ADA-CBR10 Refer to NON-COLLUSION DECLARATION:

1. Refer to Non-Collusion Declaration for project requirements.

ADA-CBR11 Refer to PAYMENT BOND:

1. Refer to Payment Bond for project requirements.

ADA-CBR12 Refer to PERFORMANCE BOND:

1. Refer to Performance Bond for project requirements.

ADA-CBR13 Refer to NOTICE AND CERTIFICATION REGARDING RUSSIA-RELATED SANCTIONS:

1. Refer to Notice and Certification Regarding Russia-Related Sanctions for project requirements.

ADA-CBR14 Refer to GENERAL CONDITIONS:

1. Refer to General Conditions for project requirements.

ADA-CBR15 Refer to WORKERS' COMPENSATION CERTIFICATE, DRUG-FREE WORKPLACE CERTIFICATION:

1. Refer to Workers' Compensation Certificate, Drug-Free Workplace Certification for project requirements.

ADA-CBR16 Refer to PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION:

1. Refer to Prime Bidder Certification of Disabled Veteran Business Enterprise Participation for project requirements.

ADA-CBR16 Refer to PRIME BIDDER GOOD FAITH EFFORT WORKSHEET:

1. Refer to Prime Bidder Good Faith Effort Worksheet for project requirements.

CHANGES TO CONDITIONS OF THE CONTRACT:

ADA-CCC01 Refer to Specification 02 41 19, SELECTIVE DEMOLITION:

1. Contractor is responsible for maintaining all utilities to existing Preschool Building B for the duration of the contract. This includes but is not limited to power, fire alarm, water, gas and sewer.

ADA-CCC02 Refer to Specification Section 02 41 19, SELECTIVE DEMOLITION:

1. During the demolition stage of the project certain systems must remain operative until cleared for disconnection or replacement by the district to maintain the proper functioning of Preschool Building B. The demolition contractor shall observe the following and provide the required services, labor, material, etc. as required:

   a. Main Electrical Service, 'MSB': The main electrical service located in the main campus building serves the existing campus building including the day care relocatable and shall remain operational.

   b. The demolition contractor shall safe off all lighting circuits and remove conductors back to the source except for the Janitor/Electrical room shall have the light to remain functional. The existing conduit and wire in the soffit's for the downlights shall also be removed. Remove and discard all switches, faceplates, etc. for circuits being demolished. Update the circuit directory for all circuits removed and place the circuit breaker in the open position. Forward the updated circuit directory to the EEOR. The devices remaining shall be replaced with new devices to match those install elsewhere.

   c. The demolition contractor shall safe off all power to circuits and remove conductors back to the source except for the FACP, Data IDF/MDF cabinet, and Security system. Remove and discard all receptacles, outlets, faceplates, etc. for circuits being demolished. Update the circuit directory for all circuits removed and place the circuit breaker in the open position. Forward the updated circuit directory to the EEOR. The devices remaining shall be replaced with new devices to match those install elsewhere.

   d. Fire Alarm System. The existing fire alarm system shall remain operative during demolition until it is approved by the District to begin the replacement. Any interruption in operation shall be coordinated with the district at least 5 business days before work is to commence. The contractor shall supply fire watch when and where required. The contractor shall provide all necessary programming, materials and labor to:

      i. Remove or safe-off the existing interior fire alarm devices in Building 'A' for the duration of the construction project.

      ii. A smoke detector and manual pull station shall remain operational in the vicinity of the existing FACP until the existing FACP is removed from service.

      iii. Provide any temporary SLC and/or NAC cabling to maintain operation of the Fire Alarm system for the Preschool.

      iv. The system shall be tested to ensure proper function after the initial device removal.

      v. Per the existing as-built drawings (DSA #02-111853) the existing FACP is a GE Mirtone MIR-QS1.

      vi. The demolition contractor shall have a licensed C-10 electrical contractor who is familiar with and has experience with the type of existing Fire Alarm System perform any work on the Fire Alarm System.

e. Telephone and Data Service. Telephone and data service is to remain in service. The contractor shall maintain the data IDF cabinet in the office area and protect it from damage during construction. If there is a need to remove the equipment from service for any reason, the contractor shall coordinate with the district representative prior to any work.

f. CCTV equipment. There is existing externally mounted CCTV equipment that shall remain operative until approved by the district representative.

g. Security System. The existing security system shall remain in place and operative unless approved by the district representative.

f. The contractor shall identify the existing circuits powering the above equipment and adjust the proposed panel schedules and circuits as required. Coordinate with the Electrical Engineer for proposed changes.

ADA-CCC03 Refer to Specification Section 02 41 19, SELECTIVE DEMOLITION:

1. The mechanical contractor is to demolish and remove all interior mechanical equipment, ductwork, piping, and associated accessories as indicated on plans and as follows:
    a. Disconnect, isolate, and safe off all mechanical and control services to equipment and ductwork scheduled for demolition.
    b. Remove interior ductwork back to the existing duct drops and provide temporary covers, barriers, and supports as required to maintain weather-tight and dust-tight separation.
    c. Protect all roof-mounted HVAC units, associated curbs, penetrations, and all EMS/BAS components scheduled to remain from damage, dust, debris, vibration, and water intrusion during demolition. Provide temporary covers, barriers, and supports as required. I
    d. Identify and neatly coil/secure all EMS/BAS and electrical raceways and cabling to remain for reconnection under a future bid package.
2. The following is to remain for future work:
    a. Existing roof-mounted HVAC equipment
    b. Existing duct drops serving the roof-mounted units
    c. Existing EMS/BAS hardware, wiring, sensors, and control devices associated with equipment

SPECIFICATIONS:

ADA-SP01 Refer to Specification Section 01 11 13, SUMMARY OF WORK:

1. Refer to Specifications for project scope.

ADA-SP02 Refer to Specification Section 01 32 26, FORMS AND REPORTS:

1. Refer to Specifications for project scope.

ADA-SP03 Refer to Specification Section 01 32 26.01, FORMS AND ATTACHMENTS:

1. Refer to Specifications for project scope.

ADA-SP04 **Refer to Specification Section 01 35 16, ALTERATION PROJECT PROCEDURES:**
1. Refer to Specifications for project scope.

ADA-SP05 **Refer to Specification Section 01 41 00, REGULATORY REQUIREMENTS:**
1. Refer to Specifications for project scope.

ADA-SP06 **Refer to Specification Section 01 42 00, REFERENCES:**
1. Refer to Specifications for project scope.

ADA-SP07 **Refer to Specification Section 01 45 23, TESTING AND INSPECTION SERVICES:**
1. Refer to Specifications for project scope.

ADA-SP08 **Refer to Specification Section 01 45 29, TESTING AND LABORTORY SERVICES:**
1. Refer to Specifications for project scope.

ADA-SP09 **Refer to Specification Section 01 50 00, TEMPORARY FACILITIES AND CONTROLS:**
1. Refer to Specifications for project scope.
2. Refer to Part 2.1, B. Field Offices: Field Offices not required.

ADA-SP10 **Refer to Specification Section 01 64 00, OWNER-FURNISHED ITEMS:**
1. Refer to Specifications for project scope.

ADA-SP11 **Refer to Specification Section 01 73 29, CUTTING AND PATCHING:**
1. Refer to Specifications for project scope.

ADA-SP12 **Refer to Specification Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL:**
1. Refer to Specifications for project scope.

ADA-SP13 **Refer to Specification Section 02 26 00, HAZARDOUS MATERIALS PROCEDURES:**
1. Refer to Specifications for project scope.

ADA-SP14 **Refer to Specification Section 02 41 19, SELECTIVE DEMOLITION:**
1. Refer to Specifications for project scope.

ADA-SP15 **Refer to Specification Section APPENDIX "A", HAZARDOUS BUILDING MATERIALS SURVEY:**
1. Refer to Specifications for project scope.

SHEETS:

ARCHITECTURAL:

ADA-A01 **Refer to Sheet G000, COVER SHEET:**

1. Refer to Sheet ADA-AX01 for Project Scope. Scope is Clouded.

ADA-A02 Refer to Sheet SD/A001, EXISTING SITE PLAN:

1. Refer to Sheet ADA-AX02 for Project Scope. Scope is Clouded.

ADA-A03 Refer to Sheet A/A100, DEMOLITION FLOOR PLAN:

1. Refer to Sheet ADA-AX03 for Project Scope. Scope is Clouded.

ADA-A04 Refer to Sheet A/A200, DEMOLITION REFLECTED CEILING PLAN:

1. Refer to Sheet ADA-AX04 for Project Scope. Scope is Clouded.

ADA-A05 Refer to Sheet A/A801, INTERIOR DESIGN PLAN:

1. Refer to Sheet ADA-AX05 for Project Scope. Scope is Clouded.

STRUCTURAL:

ADA-S01 Refer to Sheet X/S101, TYPICAL PROJECT NOTES AND DETAILS:

1. Refer to Sheet ADA-SX01 for Project Scope. Scope is Clouded.

ADA-S02 Refer to Sheet A/S201, FOUNDATION PLAN:

1. Refer to Sheet ADA-SX02 for Project Scope. Scope is Clouded.

MECHANICAL:

ADA-M01 Refer to Sheet X/M101, MECHANICAL NOTES & SCHEDULES:

1. Refer to Sheet ADA-MX01 for Project Scope. Scope is Clouded.

ADA-M02 Refer to Sheet A/M101, MECHANICAL DEMOLITION PLAN:

1. Refer to Sheet ADA-MX02 for Project Scope. Scope is Clouded.

ADA-M03 Refer to Sheet A/M102, MECHANICAL PLAN:

1. Refer to Sheet ADA-MX03 for Project Scope. Scope is Clouded.

PLUMBING:

ADA-P01 Refer to Sheet X/P001, PLUMBING LEGENDS, NOTES AND CALCULATIONS:

1. Refer to Sheet ADA-PX01 for Project Scope. Scope is Clouded.

ADA-P02 Refer to Sheet A/P101, PLUMBING DEMOLITION PLAN:

Refer to Sheet ADA-PX02 for Project Scope. Scope is Clouded.

ADA-P03 Refer to Sheet A/P201, PLUMBING PLAN:

1. Refer to Sheet ADA-P03 for Project Scope. Scope is Clouded.

ELECTRICAL:

ADA-E01 Refer to Sheet X/E101, ELECTRICAL SYSTEMS - SYMBOLS, NOTES, & DETAILS:

1. Refer to Sheet ADA-EX01 for Project Scope. Scope is Clouded.

ADA-E02 Refer to Sheet A/E100, DEMOLITION LIGHTING PLAN:

Refer to Sheet ADA-EX02 for Project Scope. Scope is Clouded.

ADA-E03 Refer to Sheet A/E101, LIGHTING PLAN:

1. Refer to Sheet ADA-EX03 for Project Scope. Scope is Clouded.

ADA-E04 Refer to Sheet A/E200, DEMOLITION POWER PLAN:

1. Refer to Sheet ADA-EX04 for Project Scope. Scope is Clouded.

ADA-E05 Refer to Sheet A/E201, POWER PLAN:

1. Refer to Sheet ADA-EX05 for Project Scope. Scope is Clouded.

ADA-E06 Refer to Sheet A/E300, DEMOLITION LOW VOLTAGE PLAN:

1. Refer to Sheet ADA-EX06 for Project Scope. Scope is Clouded.

ADA-E07 Refer to Sheet A/E301, LOW VOLTAGE PLAN:

1. Refer to Sheet ADA-EX07 for Project Scope. Scope is Clouded.

END OF ADDENDUM NO. A

NOTICE TO BIDDERS

Notice is hereby given that the Merced City School District (hereinafter referred to as "Owner") acting by and through its Governing Board, will receive sealed bids prior to but no later than **2:00 PM, Thursday, January 08, 2026, for:**

Community Day School
Modernization
Upgrades for (1) Classroom Building
Bid # 2025-5
1703 E Brookdale Dr.
Merced, CA 95340

as per drawings and specifications which may now be obtained from the Architect:

Darden Architects, Inc.
ATTN:
Grant Dodson
grantd@dardenarchitects.com
6790 North West Avenue
Fresno, CA 93711
559-448-8051

Bids will be publicly opened and read aloud at 2:01 PM on the 8th day of January 2026 at the Merced City School District Facilities Department, 2111 Wardrobe Avenue, Merced, Ca. 95341.

Each bid must conform and be responsive to all pertinent Bidding and Contract Documents. Complete instructions to access documents can be requested from MCSD Department Secretary of Facilities Services, Holly Alcorn by email at halcorn@mcsd.k12.ca.us. Bid documents are available for review without registration at the following plan rooms:

Dodge Data & Analytics	support@cosntruction.com
Central California Builders Exchange	info@cencalbx.com
Builders Exchange of Stockton	crobinson@besonline.com
Valley Builders Exchange, Inc.	info@valleybx.com
Construction Bidboard (eBidBoard)	support@ebidboard.com

Bids for this **Single Prime Project** will be received for the following base bid item, interior building selective demolition/abatement and removal. The contract time shall be 45 Calendar days from the Notice of Award anticipated by January 27th, 2026. CONTRACTOR should consult the agreement form regarding any milestones and Liquidated Damages.

Mandatory Pre-Bid Meeting:

Contractors who plan to submit bids shall attend either ONE (1) mandatory Pre-Bid Conference:

Meeting Schedule: Tuesday, December 9, 2025, at 1:00 PM at Community Day School Administration Office, located at 1703 E Brookdale Drive, Merced CA 95340.

-OR-

Meeting Schedule: Monday, December 15, 2025, at 1:00 PM at Community Day School Administration Office, located at 1703 E Brookdale Drive, Merced CA 95340.

Any contractor bidding on the project who fails to attend the Pre-Bid Conference in its entirety will be deemed non-responsive and will have its bid returned unopened.

Bids must be accompanied by a bidder's bond, cashier's check, or certified check for at least ten percent (10%) of the amount of the base bid and made payable to the Owner, as detailed in the Contract Documents, as well as the following documents: Bid Form, Bid Bond Security, List of Designated Subcontractors, Sufficient Funds Declaration, Non-Collusion Declaration, and Iran Contracting Act Certification as outlined in the "Instruction to Bidders".

Pursuant to the Contract Documents, the successful bidder will be required to furnish a Payment (Labor and Material) Bond in the amount of one hundred percent (100%) of the Contract Sum, and a Faithful Performance Bond in the amount of one hundred (100%) of the Contract Sum.

Advertisement Dates:
First Publication: Friday, November 28, 2025
Second Publication: Thursday, December 4, 2025
Bid Date: Thursday, January 8, 2026

Merced City School District
Bryan Behn, Director of Facilities bbehn@mcsd.k12.ca.us
Cell: 209-631-7389 Office: 209-385-6332

INSTRUCTIONS TO BIDDERS

SECURING DOCUMENTS:

Drawings and Specifications are available at:

Darden Architects, Inc.
6790 North West Avenue
Fresno, CA 93711

Attn: Grant Dodson

BID FORMAT:

Community Day School
Modernization
Upgrades for (1) Classroom Building
Bid # 2025-5
1703 E Brookdale Dr.
Merced, CA 95340

PREQUALIFICATION:

This Project is subject to prequalification.
Complete instructions to access documents can be requested from MCSD Department Secretary of Facilities Services, Holly Alcorn by email at halcorn@mcsd.k12.ca.us.

REGISTRATION:

The Owner shall not accept any bid as of January 8, 2026, or enter into any contract as of January 27, 2025, without proof of the bidder's current registration to perform public work under Labor Code section 1725.5.

The bidder shall not accept any sub-bid as of January 8, 2026, or enter into any subcontract as of January 27, 2025, without proof of the subcontractor's current registration to perform public work under Labor Code section 1725.5.

BIDS:

Bids to receive consideration shall be made in accordance with the following instructions:

1. Bids shall be made on a form therefor, obtained from the Architect or Owner. Bids not made on the proper form shall be disregarded. Numbers must be stated in words and figures, and the signatures of all individuals must be in longhand.

2. No bid will be considered which makes exceptions, changes, or in any manner makes reservations to the terms of the drawings or specifications.

3. Questions regarding documents, discrepancies, omissions, or doubt as to meanings shall be referred immediately to the Architect who will send written instructions clarifying such questions to each bidder. Oral responses will not be binding on the Owner or Architect or any Construction Manager.

4. Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

5. Pursuant to the provisions of Sections 4100 to 4114, inclusive, of the Public Contract Code of the State of California, which are hereby incorporated and made a part hereof and these Instructions to Bidders, every bidder shall set forth in its bid:

   A. The name and location of the place of business and the California contractor's license number of each subcontractor who will perform work or labor or render service to the bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the bidder, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half (½) of one percent (1%) of the bidder's total bid. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

   B. The portion of the Work which will be done by each such subcontractor. If the bidder fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half (½) of one percent

(1%) of the bidder's total bid, the bidder agrees to perform that portion itself. The successful bidder shall not, without the consent of the Owner:

1) Substitute any person as subcontractor in place of the subcontractor designated in the original bid.

2) Permit any subcontract to be assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the bid.

3) Sublet or subcontract any portion of the Work in excess of one-half (½) of one percent (1%) of the total bid as to which the original bid did not designate a subcontractor.

6. The Director of Industrial Relations of the State of California, in the manner provided by law, has ascertained the general prevailing rate of per diem wages and the rate for legal holidays and overtime work. The Contractor must pay for any labor therein described or classified in an amount not less than the rates specified. Copies of the required rates are on file at the Owner's business office and are available to any interested party on request.

7. All bids must be accompanied by a completed Noncollusion Declaration and Sufficient Funds Declaration (Labor Code § 2810). All bids must be accompanied by an executed Fingerprinting Notice and Acknowledgment.

8. Bids must be accompanied by a certified check, cashier's check, or bidder's bond, for an amount not less than ten percent (10%) of the amount of the base bid, made payable to the order of the Owner. If a bidder's bond accompanies the bid, said bond shall be secured by an Admitted Surety (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurer must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurer selected by Contractor and to require Contractor to obtain a bond from a surety insurer satisfactory to the Owner. Said check or bond shall be given as a guarantee that the bidder will enter into the Contract if awarded the Work, and in case of refusal or failure to enter into said Contract, the check or bond, as the case may be, shall be payable to the Owner and retained as liquidated damages.

9. Bids shall be sealed and filed as indicated in the Notice to Bidders. Irrespective of how a bidder chooses to deliver the bid and other documents to the Owner, the bidder is responsible for ensuring that the bid and other documents are actually received at the location designated in the Contract Documents for receipt of the bid and other documents prior to the time for the bid opening. Bids and other

documents for any reason not actually received at the designated location prior to the time for the bid opening shall not be opened or considered.

10. **THIS CONTRACT X IS ☐ IS NOT SUBJECT TO THE DVBE REQUIREMENTS OF EDUCATION CODE SECTION 17076.11.**

WITHDRAWAL OF BIDS:

Bids may be withdrawn by bidders prior to the time fixed for the submittal of bids or any authorized postponement thereof. A successful bidder shall not be relieved of the bid unless by consent of the Owner or bidder's recourse to Public Contract Code §5100 et seq.

OPENING OF BIDS:

Opening of bids shall be as soon after the hour set as will be possible; opening and declaration to be as set forth in the Notice to Bidders. Any and all bidders will be permitted to attend.

EXAMINATION OF CONTRACT DOCUMENTS AND SITE:

Before submitting a bid, bidders shall examine the drawings, read the specifications, the form of Agreement between Contractor and Owner, and the other Contract Documents. Bidders shall visit the site of the proposed Work, examine the building, or buildings, if any, and any work that may have been done thereon. Bidders shall fully inform themselves of all conditions, in, at, and about the site, the building or buildings, if any, and any work that may have been done thereon.

Pursuant to Public Contract Code section 1104: 1) bidders shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, except on clearly designated design build projects; 2) however, bidders shall be required to review architectural or engineering plans and specifications prior to submission of their bids and to report any errors and omissions to the Architect or Owner; and 3) the review shall be confined to the bidder’s capacity as a bidder and not as a licensed design professional.

FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The form of Agreement between Owner and Contractor which the successful bidder will be required to execute, if awarded the Work, is a part of this Bid Package.

ADDENDA OR BULLETINS:

Any addenda or bulletins, issued during the time of bidding, shall form a part of the drawings and specifications loaned to the bidder for the preparation of its bid, shall be

covered in the bid, and shall be made a part of the Contract Documents. All addenda or bulletins shall be signed by the Architect and approved by the Division of State Architect.

EVIDENCE OF RESPONSIBILITY:

Upon the request of Owner, a bidder shall submit promptly to the Owner or its designee satisfactory evidence showing the bidder's financial resources, the bidder's experience in the type of work required by the Owner, the bidder's organization available for the performance of the Contract, and any other required evidence of the bidder's or its subcontractor's qualifications to perform the proposed Contract. The Owner may consider such evidence before making its decision awarding the proposed Contract. Failure to submit evidence of the bidder's or its subcontractors' responsibility to perform the proposed Contract may result in rejection of the bid.

AWARD OF CONTRACT:

Rejection of any or all bids, to contract work with whomever and in whatever manner, to abandon work entirely, and/or to waive any informality in receiving of bids is reserved as the right of the Owner. Before the Contract is awarded, the Owner may at its sole discretion, require from the proposed Contractor on the Project further evidence of the reasonable qualifications of such contractor to faithfully, capably, and reasonably perform such proposed Contract and may consider such evidence before making its decision on the award of such proposed Contract.

The Contract shall be awarded to the lowest responsible and responsive bidder as interpreted by the Owner under California law and as specified herein and shall be entered into by the successful bidder within ten (10) days after mailing, faxing or delivery of the Notice of Award of Contract. Owner reserves the right, without any liability, to cancel the award of any bid for any reason at any time before the full execution of the Agreement between Owner and Contractor.

EXECUTION OF AGREEMENT BETWEEN OWNER AND CONTRACTOR:

The Agreement between Owner and Contractor shall be signed by the successful bidder in as many originals as the Owner deems necessary and returned, together with the required Contract bonds, insurance certificates, additional insured endorsement, declarations page, a Public Contract Code section 3006(a) Roof Project Certification, if required, and Independent Contractor Student Contact Form, within ten (10) days after the mailing, faxing or delivering of the Notice of Award of Contract. If the ten (10) day period would expire after the date for commencement of the Work, Contractor must submit the documents before the date of commencement of the Work. If the successful bidder does not comply with this paragraph, Owner may revoke and/or cancel the award to the successful bidder and award the Contract to the next lowest bidder, or may otherwise proceed as allowed by law. A Roof Project Certification is not required if (1) the Owner has ADA (average daily attendance) of 2,500 or less, or (2) the Project involves repair of 25% or less of the roof, or costs $21,000 or less.

CONTRACT BONDS:

As required by the Contract Documents, two bonds, as itemized below and in the forms presented in these Contract Documents, shall be furnished by the successful bidder on the Project at the time of entering into the Contract and filed with the Owner before the successful bidder commences any work on the Project. They shall be in the form of surety bonds issued by Admitted Surety insurers (an insurance organization authorized by the Insurance Commissioner to transact business of insurance in the State of California during this calendar year). The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bond, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

Performance Bond in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guaranty period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

Payment Bond (Labor and Material) in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

DRAWINGS, SPECIFICATIONS AND ADDENDA OR BULLETINS:

Return by each bidder of all drawings, specifications and addenda or bulletins in an unmutilated condition and without any marks or annotations is demanded within the time limit indicated under **DEPOSIT** in this section.

SUBSTITUTION OF MATERIALS:

The Contractor must ensure that the proposed substitutions by the Contractor or its subcontractors are submitted to the Architect's office a minimum of fourteen (14) calendar days prior to the Bid Opening for review and possible approval of any equipment or materials thought to be equal to or better than those specified in the drawings or specifications. An addendum will be issued seven (7) calendar days prior to Bid Opening, including all equipment and materials deemed equivalent to those specified and approved by the Architect. Submittals shall include comparative spec-data of the specified equipment or material and the proposed substitution as set forth in the Contract Documents. Submittals without this information will be automatically rejected.

PAYMENTS:

Payments to the Contractor on account of the Contract shall be made in accordance with the terms of the Contract Documents.

TAXES:

The Owner is generally exempt from payment of Federal Excise Tax on materials. The Owner will furnish exemption certificates to the Contractor to be used to obtain materials ordinarily subject to Federal Excise Tax without payment of the tax. Bidder shall deduct Federal Excise Taxes from their bid prices before submitting bids, so that such taxes will not be included in the Contract Sum.

EARLY TERMINATION:

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order work on the Project to cease. The Owner will remain obligated to pay for the work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the work has not been done.

TIME OF COMPLETION AND LIQUIDATED DAMAGES:

Time of completion for the Project shall be **Forty-Five** calendar days from the anticipated Notice of Award, or a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Liquidated damages will accrue and may be assessed as provided in the Contract Documents. Should said Work not be completed within the time limit as may be extended as herein provided, damages will be sustained by the Owner. It is understood and agreed that it is and will be impracticable or extremely difficult to determine the actual amount of damages which the Owner will sustain in the event of and by reason of such delay, and it is therefore agreed that the Contractor will pay the Owner the sum of **($1,500.00) per calendar day** for each and every day's delay beyond the time specified as and for liquidated damages, during or as a result of each calendar day by which completion of the Project is delayed beyond the completion date; in case the Contractor fails to make such payment, the Owner may deduct the amount thereof from any money due or that may become due the Contractor under the Contract. Should such money not be sufficient, the Owner shall have the right to recover the balance from the Contractor or its sureties.

BID FORM

Merced, California

Merced City School District
Facilities Department
2111 Wardrobe Avenue
Merced, CA 95341

Dear Board Members:

The undersigned doing business under the firm name of:

_____

hereby propose and agree to enter into a Contract, to furnish any and all labor, materials, applicable taxes, equipment and services for the completion of Work described hereinafter and in the Contract Documents:

Community Day School
Modernization
Upgrades for (1) Classroom Building
Bid # 2025-5
1703 E Brookdale Dr.
Merced, CA 95340

prepared by:

Darden Architects, Inc.
6790 North West Avenue
Fresno, CA 93711
559-448-8051

_____ Dollars

($_____)

Bidder acknowledges and agrees that the Base Bid accounts for all items in contract documents.

If written notice of the Award of Contract is mailed, faxed, or delivered to the undersigned at any time before this bid is withdrawn, the undersigned shall, within ten (10) days after the date of such mailing, faxing, or delivering of such notice, execute and deliver an agreement in the form of agreement present in these Contract Documents and give Performance and Payment Bonds in accordance with the specifications and bid as accepted.

The undersigned hereby designates as the office to which such Notice of Award of Contract may be mailed, faxed, or delivered:

_____

_____

Our Public Liability and Property Damage Insurance is placed with:

_____

_____

Our Workers' Compensation Insurance is placed with:

_____

_____

Circular letters, bulletins, addenda, etc., bound with the specifications or issued during the time of bidding are included in the bid, and, in completing the Contract, they are to become a part thereof.

The receipt of the following addenda to the specifications is acknowledged:

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

Addendum No. _____ Date _____ Addendum No. _____ Date _____

This bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

A bidder shall not submit a bid unless the bidder's California contractor's license number appears clearly on the bid, the license expiration date and class are stated, and the bid contains a statement that the representations made therein are made under penalty of perjury. Any bid submitted by a contractor who is not licensed pursuant to Business and Professions Code section 7028.15 shall be considered nonresponsive and shall be rejected. Any bid not containing the above information may be considered nonresponsive and may be rejected.

NOTE: Each bid must give the full business address of the bidder and be signed by bidder with bidder's usual signature. Bids by partnerships must furnish the full name of all partners and must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any

vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made in this bid are true and correct.

Print or Type Name : _____

Title: _____

Name of Company as Licensed: _____

Business Address: _____

_____

Telephone & Fax Number: _____

DIR Registration Number & Classification: _____

Email Address: _____

California Contractor License No.: _____

Class and Expiration Date: _____

State of Incorporation, if Applicable: _____

( ) Evidence of authority to bind corporation is attached.

Dated: _____, _____

Signed: _____

AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Agreement effective _____, 2026, by and between the Merced City School District**,** Merced County, California, hereinafter called the "Owner" and _____ hereinafter called the "Contractor."

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE I. SCOPE OF WORK. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Community Day School
Modernization
Upgrades for (1) Classroom Building
Bid # 2025-5
1703 E Brookdale Dr.
Merced, CA 95340

all in strict compliance with the plans, drawings and specifications therefore prepared by:

Darden Architects, Inc.
6790 North West Avenue
Fresno, CA 93711
559-448-8051

and other contract documents relating thereto.

ARTICLE II. CONTRACT DOCUMENTS. The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

ARTICLE III. TIME TO COMPLETE AND LIQUIDATED DAMAGES.

Time is of the essence in this contract, and the time of completion for the Project shall be **Forty Five (45)** calendar days from (a) the date of commencement of the Work as established in the Owner's Notice to Proceed, or (b) if no other date is established in a Notice to Proceed from Owner, the date of Contractor's actual commencement of the Work (including mobilization).

Failure to complete the Project within the time and in the manner provided for by the Contract Documents shall subject the Contractor to liquidated damages. For purposes

of liquidated damages, the concept of substantial completion shall not constitute completion and is not part of the Contract Documents. The actual occurrence of damages and the actual amount of the damages which the Owner would suffer if the Project were not completed within the specified times set forth are dependent upon many circumstances and conditions which could prevail in various combinations and, from the nature of the case, it is impracticable and extremely difficult to fix the actual damages. Damages which the Owner would suffer in the event of delay include, but are not limited to, loss of the use of the Project, disruption of activities, costs of administration, supervision and the incalculable inconvenience and loss suffered by the public.

Accordingly, the parties agree that the amount herein set forth shall be the amount of damages which the Owner shall directly incur upon failure of the Contractor to complete the Project within the time specified: $ 1,500.00, for each calendar day by which completion of the Project is delayed beyond the completion date as adjusted by change orders.

If the Contractor becomes liable under this section, the Owner, in addition to all other remedies provided by law, shall have the right to withhold any and all retained percentages of payments and/or progress payments, and to collect the interest thereon, which would otherwise be or become due the Contractor until the liability of the Contractor under this section has been finally determined. If the retained percentages and withheld progress payments appear insufficient to discharge all liabilities of the Contractor incurred under this Article, the Contractor and its sureties shall continue to remain liable to the Owner for such liabilities until all such liabilities are satisfied in full.

If the Owner accepts any work or makes any payment under this Agreement after a default by reason of delays, the payment or payments shall in no respect constitute a waiver or modification of any Agreement provisions regarding time of completion and liquidated damages.

ARTICLE IV. PAYMENT AND RETENTION. The Owner agrees to pay the Contractor in current funds _____ dollars ($_____) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof, as provided in the General Conditions.

ARTICLE V. CHANGES. Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided in the General Conditions.

ARTICLE VI. TERMINATION. The Owner or Contractor may terminate the Contract as provided in the General Conditions.

ARTICLE VII. PREVAILING WAGES. The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the

general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for work on this Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

For public works contracts awarded on and after January 1, 2015, those public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

As of March 1, 2015, a contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code.

As of April 1, 2015, a contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by

Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

ARTICLE VIII. WORKING HOURS. In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars ($25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

ARTICLE IX. APPRENTICES. The Contractor agrees to comply with Chapter 1, Part 7, Division 2, Sections 1777.5 and 1777.6 of the California Labor Code, which are hereby incorporated and made a part hereof. These sections require that contractors and subcontractors employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for each five hours of work performed by a journeyman (unless an exemption is granted in accordance with Section 1777.5) and that contractors and subcontractors shall not discriminate among otherwise qualified employees as indentured apprentices on any public works solely on the ground of sex, race, religious creed, national origin, ancestry or color. Only apprentices as defined in Labor Code Section 3077, who are in training under apprenticeship standards and who have signed written apprentice agreements, will be employed on public works in apprenticeable occupations. The responsibility for compliance with these provisions is fixed with the Contractor for all apprenticeable occupations.

ARTICLE X. DSA OVERSIGHT PROCESS. The Contractor must comply with the applicable requirements of the Division of State Architect ("DSA") Construction Oversight Process ("DSA Oversight Process"), including but not limited to (a) notifying the Owner's Inspector of Record/Project Inspector ("IOR") upon commencement and completion of each aspect of the work as required under DSA Form 156; (b) coordinating the Work with the IOR's inspection duties and requirements; (c) submitting verified reports under DSA Form 6-C; and (d) coordinating with the Owner, Owner's Architect, any Construction Manager, any laboratories, and the IOR to meet the DSA Oversight Process requirements without delay or added costs to the Project.

Contractor shall be responsible for any additional DSA fees related to review of proposed changes to the DSA-approved construction documents, to the extent the proposed changes were caused by Contractor's wrongful act or omissions. If inspected work is found to be in non-compliance with the DSA-approved construction documents or the DSA-approved testing and inspection program, then it must be removed and corrected. Any construction that covers unapproved or uninspected work is subject to removal and correction, at Contractor's expense, in order to permit inspection and approval of the covered work in accordance with the DSA Oversight Process.

ARTICLE XI. INDEMNIFICATION AND INSURANCE. The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be $1 million per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be $1 million per accident for bodily injury and property damage combined single limit.

ARTICLE XII. ENTIRE AGREEMENT. The Contract constitutes the entire agreement between the parties relating to the Project, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Project to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

ARTICLE XIII. EXECUTION OF OTHER DOCUMENTS. The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

ARTICLE XIV. EXECUTION IN COUNTERPARTS. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

ARTICLE XV. BINDING EFFECT. Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract

Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

ARTICLE XVI. SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM. If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Merced, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

ARTICLE XVII. AMENDMENTS. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

ARTICLE XVIII. ASSIGNMENT OF CONTRACT. The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

ARTICLE XIX. WRITTEN NOTICE. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

(CONTRACTOR)	**Merced City School District**
_____	_____
SIGNED BY (Contractor)	Julianna Stocking Superintendent
_____	
CALIFORNIA CONTRACTOR'S LICENSE NO.	
_____	
LICENSE EXPIRATION DATE	

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

Sufficient Funds Declaration
(Labor Code section 2810)
To Be Executed by Bidder and Submitted with Bid

Owner: _____
Project: **Community Day School**
Modernization
Upgrades for (1) Classroom Building
Bid # 2025-5
1703 E Brookdale Dr.
Merced, CA 95340

I, _____, declare that I am the _____ of _____, the entity making and submitting the bid for the above Project that accompanies this Declaration, and that such bid includes sufficient funds to permit _____ [insert name of entity] to comply with all local, state or federal labor laws or regulations during the Project, including payment of prevailing wage, and that _____[the entity] will comply with the provisions of Labor Code section 2810(d) if awarded the Contract.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and executed on _____2026, at _____ Merced, CA.

Date:_____ _____
Signature
Print Name: _____
Print Title: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS that we the undersigned _____ as Principal and _____ as Surety, are hereby held and firmly bound unto the Merced City School District "Owner" in the sum of _____ Dollars ($_____) for payment of which sum, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the construction of Givens Elementary School Walk-in Freezer/Refrigerator in strict accordance with Contract Documents.

NOW, THEREFORE,

a. If said bid shall be rejected, or, in the alternative;

b. If said bid shall be accepted and the Principal shall execute and deliver a contract in the form of agreement attached hereto and shall execute and deliver Performance and Payment Bonds in the forms attached hereto (all properly completed in accordance with said bid), and shall in all other respects perform the agreement created by the acceptance of said bid;

Then this obligation shall be void, otherwise the same shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety for any and all default of the Principal hereunder shall be the amount of this obligation as herein stated.

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

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under several seals this ____ day of _____, 2026, the name and corporate party being hereto affixed and these presents duly signed by its

undersigned representative, pursuant to authority of its governing body. In the presence of:

(Notary Seal)

_____
(Principal)

_____
(Business Address)

_____

_____
(Corporate Surety)

_____
Business Address)

By:_____

_____

The rate or premium of this bond is _____ per thousand, the total amount of premium charged, $_____.

(The above must be filled in by Corporate Surety).

DESIGNATION OF SUBCONTRACTORS

Each bidder shall set forth below the name and the location of the place of business of each subcontractor and the California contractor license number of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work or improvement, or to a subcontractor licensed by the State of California who, under subcontract to the Contractor, specially fabricates and installs a portion of the Work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent (0.5%) of the bidder's total bid, and the portion of the Work which will be done by each subcontractor. An inadvertent error in listing a California contractor's license number shall not be grounds for filing a bid protest or for considering the bid nonresponsive if the bidder submits the corrected contractor's license number to the Owner within 24 hours after the bid opening, or any continuation thereof, so long as the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

If the Contractor fails to specify a subcontractor for any portion of the Work to be performed under the Contract in excess of one-half of 1 percent (0.5%) of the Contractor's total bid, the Contractor shall be deemed to have agreed to perform such portion itself, and shall not be permitted to subcontract that portion of the Work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the Work as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the legislative body of the Owner.

As of January 8, 2026, for any bid proposal submitted, and as of January 27, 2026, for any contract for public work entered into, an inadvertent error in listing a subcontractor who is not registered under Labor Code section 1725.5 shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that either: the subcontractor is registered prior to the bid opening; or the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5(a)(2)(E), if applicable, within 24 hours after the bid opening; or the subcontractor is replaced by another registered subcontractor under Public Contract Code section 4107. Failure of a listed subcontractor to be registered shall be grounds under Public Contract Code section 4107 for the Contractor, with the Owner's consent, to substitute a registered subcontractor for the unregistered subcontractor.

Failure to provide this information in a legible manner may result in the rejection of an otherwise acceptable bid.

NOTE: *Reproduce page two of this section for additional listings needed beyond the length of this form.*

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	CA Contractor License Number and License Class	DIR # & Classification	Email Address

Portion of Work	Name of Subcontractor & Phone No.	Location of Subcontractor	California Contractor License Number	DIR # & Classification	Email Address

I am the authorized representative of the Bidder submitting this Designation of Subcontractors and I declare that each subcontractor listed holds a valid and current contractor license in good standing in California to perform the portion of work for which the subcontractor is listed.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2026, at _____Merced, CA.

Signature: _____

Print Name: _____

Title: _____

FINGERPRINTING NOTICE AND ACKNOWLEDGMENT
(Education Code Section 45125.2(a))

Note: This document must be executed and submitted with the bid.

Business entities entering into contracts with the Owner for the construction, reconstruction, rehabilitation or repair of a facility must comply with Education Code sections 45125.1 and 45125.2. Such entities are responsible for ensuring full compliance with the law and should therefore review all applicable statutes and regulations. The following information is provided simply to assist such entities with compliance with the law.

1. If the Owner determines your employee(s) will have more than limited contact with students, then you must take one or more of the following steps:

   a. Install a physical barrier at the worksite to limit contact with pupils.

   b. Have an employee, who the Department of Justice has ascertained has not been convicted of a violent or serious felony, continually monitor and supervise employees. The entity shall verify in the Independent Contractor Student Contact Form to the Owner that the employee charged with monitoring and supervising its employees has no such convictions. (See attached.)

   c. Arrange, with Owner's approval, for surveillance by Owner's personnel.

   If one or more of these steps is taken, you are not required to comply with Education Code section 45125.1.

2. If you are providing the services in an emergency or exceptional situation, you are not required to comply with Education Code section 45125.2. An "emergency or exceptional" situation is one in which pupil health or safety is endangered or when repairs are needed to make a facility safe and habitable. Owner shall determine whether an emergency or exceptional situation exists.

I have read the foregoing and agree to comply with the requirements of Education Code §§ 45125.1 and 45125.2 as applicable.

Dated: _____ _____
Signature

Name: _____ Title: _____

ATTACHMENT

Under Education Code section 45125.1, no employee of a contractor or subcontractor who has been convicted of or has criminal proceedings pending for a violent or serious felony may come into contact with any student. A violent felony is any felony listed in subdivision (c) of Section 667.5 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter.

(2) Mayhem.

(3) Rape as defined in paragraph (2) or (6) of subdivision (a) of Section 261 or paragraph (1) or (4) of subdivision (a) of Section 262.

(4) Sodomy as defined in subdivision (c) or (d) of Section 286.

(5) Oral copulation as defined in subdivision (c) or (d) of Section 288a.

(6) Lewd or lascivious act as defined in subdivision (a) or (b) of Section 288.

(7) Any felony punishable by death or imprisonment in the state prison for life.

(8) Any felony in which the defendant inflicts great bodily injury on any person other than an accomplice which has been charged and proved as provided for in Section 12022.7, 12022.8, or 12022.9 on or after July 1, 1977, or as specified prior to July 1, 1977, in Sections 213, 264, and 461, or any felony in which the defendant uses a firearm which use has been charged and proved as provided in subdivision (a) of Section 12022.3, or Section 12022.5 or 12022.55.

(9) Any robbery.

(10) Arson, in violation of subdivision (a) or (b) of Section 451.

(11) Sexual penetration as defined in subdivision (a) or (j) of Section 289.

(12) Attempted murder.

(13) A violation of Section 18745, 18750, or 18755.

(14) Kidnapping.

(15) Assault with the intent to commit a specified felony, in violation of Section 220.

(16) Continuous sexual abuse of a child, in violation of Section 288.5.

(17) Carjacking, as defined in subdivision (a) of Section 215.

(18) Rape, spousal rape, or sexual penetration, in concert, in violation of Section 264.1.

(19) Extortion, as defined in Section 518, which would constitute a felony violation of Section 186.22 of the Penal Code.

(20) Threats to victims or witnesses, as defined in Section 136.1, which would constitute a felony violation of Section 186.22 of the Penal Code.

(21) Any burglary of the first degree, as defined in subdivision (a) of Section 460, wherein it is charged and proved that another person, other than an accomplice, was present in the residence during the commission of the burglary.

(22) Any violation of Section 12022.53.

(23) A violation of subdivision (b) or (c) of Section 11418.

A serious felony is any felony listed in subdivision (c) Section 1192.7 of the Penal Code. Those felonies are presently defined as:

(1) Murder or voluntary manslaughter; (2) Mayhem; (3) Rape; (4) Sodomy by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (5) Oral copulation by force, violence, duress, menace, threat of great bodily injury, or fear of immediate and unlawful bodily injury on the victim or another person; (6) Lewd or lascivious act on a child under the age of 14 years; (7) Any felony punishable by death or imprisonment in the state prison for life; (8) Any felony in which the defendant personally inflicts great bodily injury on any person, other than an accomplice, or any felony in which the defendant personally uses a firearm; (9) Attempted murder; (10) Assault with intent to commit rape, or robbery; (11) Assault with a deadly weapon or instrument on a peace officer; (12) Assault by a life prisoner on a non-inmate; (13) Assault with a deadly weapon by an inmate; (14) Arson; (15) Exploding a destructive device or any explosive with intent to injure; (16) Exploding a destructive device or any explosive causing bodily injury, great bodily injury, or mayhem; (17) Exploding a destructive device or any explosive with intent to murder; (18) Any burglary of the first degree; (19) Robbery or bank robbery; (20) Kidnapping; (21) Holding of a hostage by a person confined in a state prison; (22) Attempt to commit a felony punishable by death or imprisonment in the state prison for life; (23) Any felony in which the defendant personally used a dangerous or deadly weapon; (24) Selling, furnishing, administering, giving, or offering to sell, furnish, administer, or give to a minor any heroin, cocaine, phencyclidine (PCP), or any

methamphetamine-related drug, as described in paragraph (2) of subdivision (d) of Section 11055 of the Health and Safety Code, or any of the precursors of methamphetamines, as described in subparagraph (A) of paragraph (1) of subdivision (f) of Section 11055 or subdivision (a) of Section 11100 of the Health and Safety Code; (25) Any violation of subdivision (a) of Section 289 where the act is accomplished against the victim's will by force, violence, duress, menace, or fear of immediate and unlawful bodily injury on the victim or another person; (26) Grand theft involving a firearm; (27)carjacking; (28) any felony offense, which would also constitute a felony violation of Section 186.22; (29) assault with the intent to commit mayhem, rape, sodomy, or oral copulation, in violation of Section 220; (30) throwing acid or flammable substances, in violation of Section 244; (31) assault with a deadly weapon, firearm, machine gun, assault weapon, or semiautomatic firearm or assault on a peace officer or firefighter, in violation of Section 245; (32) assault with a deadly weapon against a public transit employee, custodial officer, or school employee, in violation of Sections 245.2, 245.3, or 245.5; (33) discharge of a firearm at an inhabited dwelling, vehicle, or aircraft, in violation of Section 246; (34) commission of rape or sexual penetration in concert with another person, in violation of Section 264.1; (35) continuous sexual abuse of a child, in violation of Section 288.5; (36) shooting from a vehicle, in violation of subdivision (c) or (d) of Section 26100; (37) intimidation of victims or witnesses, in violation of Section 136.1; (38) criminal threats, in violation of Section 422; (39) any attempt to commit a crime listed in this subdivision other than an assault; (40) any violation of Section 12022.53; (41) a violation of subdivision (b) or (c) of Section 11418; and (42) any conspiracy to commit an offense described in this subdivision.

INDEPENDENT CONTRACTOR STUDENT CONTACT FORM

Contractor Name: _____
Supervisor/Foreman Name: _____
Start Date: _____
Completion Date: _____
Location of Work: _____
Hours of Work: _____
Length of Time on Grounds: _____
Number of Employees on the Job: _____

Yes No
[ ] [ ] Employees will have more than limited contact with students as determined by Owner, or if by Contractor, please explain:

_____
_____

If yes, the following steps will be taken to ensure student safety (check):

[ ] A physical barrier will be installed at the worksite to limit contact with pupils.

[ ] Employees will be continually monitored and supervised by an employee who has not been convicted of a violent or serious felony.

Name of Supervising Employee:

_____

Date of Department of Justice verification that supervising employee has not been convicted of a violent or serious felony:

_____

Name of employee who is the custodian of the Department of Justice verification information:

_____

[ ] Owner agrees: Employees will be surveilled by Owner's personnel.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge.

Dated: _____

_____
Signature
Typed Name: _____
Title: _____

Note: This document must be executed and submitted with the executed Agreement between Owner and Contractor.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code sections 2202-2208)
(To be Executed by Bidder and Submitted With Bid)

As required by Public Contract Code ("PCC") section 2204 for contracts of $1,000,000 or more, please insert bidder's or financial institution's name and Federal ID Number (if available) and complete **one** of the options below. Please note that California law establishes penalties for providing false certifications, including civil penalties equal to the greater of $250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (PCC §2205.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the bidder/financial institution identified below, and the bidder/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by California Department of General Services ("DGS") and is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person/bidder, for 45 days or more, if that other person/bidder will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS. (PCC §2204(a).)

Bidder Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in*

OPTION #2 – EXEMPTION

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a bidder/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

Bidder Name/Financial Institution (Printed)	*Federal ID Number (or n/a)*
By (Authorized Signature)	
Printed Name and Title of Person Signing	*Date Executed*

NONCOLLUSION DECLARATION
TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

Owner: _____

Project: **Modernization Project for Community Day School**
Bid # 2025-5

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

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

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

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____, 2026, at _____ Merced, CA.

_____
Signature

_____
Print Name

PAYMENT BOND
(Labor and Material)

KNOW ALL MEN BY THESE PRESENTS:

That WHEREAS, Merced City School District (the "Owner" of the public works project described below) and _____,
hereinafter designated as the "Principal," have entered into a Contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to construct:

Modernization Upgrades for (1) Classroom Building
at Community Day School
Bid # 2025-5

Which said agreement dated _____, 2026, and all of the Contract Documents are hereby referred to and made a part hereof;

and

WHEREAS, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by whom the Contract is awarded to secure the claims arising under said agreement.

NOW, THEREFORE, THESE PRESENTS WITNESSETH:

That the said Principal and the undersigned _____
("Surety") are held and firmly bound unto all laborers, material men, and other persons, and bound for all amounts due, referred to in Civil Code section 9554, subdivision (b), in the sum of _____ Dollars ($_____)
which sum well and truly be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the said Principal or any of its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all, or either of them, shall fail to pay any of the persons named in Civil Code section 9100, or any of the amounts due, as specified in Civil Code section 9554, subdivision (b), that said Surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay costs and reasonable attorney's fees to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

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

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

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

IN WITNESS WHEREOF, this instrument has been duly executed by the Principal and Surety this _____ day of _____, _____.

(To be signed by)
(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

_____
Principal

_____

_____
Surety

_____

By:_____
Attorney-in-Fact

_____

The above bond is accepted and approved this ____ day of _____.

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ _____ as Principal and _____ as Surety, are held and firmly bound unto **Merced City School District**, in the County of Merced, State of California, hereinafter called the "Owner", in the sum of _____ Dollars ($_____) for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, to the Owner for the full performance of a certain contract with the Owner, the terms of which are incorporated herein by reference, dated _____, 2026, for construction of:

Upgrades for (1) Classroom Building
at Community Day School
Bid # 2025-5

The condition of this obligation is such that**,** if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Contract during the original term of said Contract and any extensions thereof that may be granted by the Owner, with or without notice to the Surety, and for the period of time specified in the Contract after completion for correction of faulty or improper materials and workmanship and during the life of any guaranty or warranty required under the Contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions and agreement of any and all duly authorized modifications of said Contract that may hereafter be made, then this obligation is to be void, otherwise to remain in full force and virtue.

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

No further agreement between Surety and Owner shall be required as a prerequisite to the Surety performing its obligations under this bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals this _____ day of _____, _____ hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(To be signed by)

(Principal and Surety,)
(and acknowledged and)
(Notarial Seal attached)

(Affix Corporate Seal)

_____
(Individual Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Principal)

_____
(Business Address)

(Affix Corporate Seal)

_____
(Corporate Surety)

_____
(Business Address)

_____

By:_____

_____

The rate of premium on this bond is _____ per thousand.

The total amount of premium charged is _____.

The above must be filled in by Corporate Surety.

NOTICE AND CERTIFICATION REGARDING RUSSIA-RELATED SANCTIONS

(Executive Order N-6-22)

District:
Project:
Contract:
Contract Date:
Company (Name): _____

NOTICE:

On March 4, 2022, California Governor Gavin Newsom issued Executive Order No. N-6-22 ("Executive Order") relating to sanctions imposed by the U.S. government and the State of California ("State") in response to actions in Ukraine by the Russian Federation ("Russia").

Among other things, the Executive Order "calls upon businesses, non-governmental organizations, and public entities in the State to review their investments and contracts to ensure their compliance with economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law (collectively, economic sanctions), and to take actions to support the Ukrainian government and people, including by refraining from new investments in, and financial transactions with, Russian institutions or companies that are headquartered or have their principal place of business in Russia (Russian entities), not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine."

The Executive Order requires that all State agencies and departments subject to the Governor's authority: (i) review contracts for commodities, services, and technology to determine compliance with such federal and State economic sanctions ("Economic Sanctions"); (ii) terminate contracts with entities or individuals that are a target of the Economic Sanctions; and (iii) not enter into any additional contracts with such entities or individuals.

The Executive Order further requires that each State agency and department: (i) notify all grantees of the agency or department (each a "Grantee") and contractors with contracts of $5 million or more (each, a "State Contractor") of their obligations to comply with the Economic Sanctions; (ii) direct all Grantees and State Contractors to report to the agency or department regarding their compliance with the Economic Sanctions; and (iii) direct all Grantees and State Contractors to report on steps they have taken in response to Russia's activities in Ukraine.

CERTIFICATION:

The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) I am a duly authorized representative of the Company identified above in this form and, in that capacity, I have executed this certification on behalf of the Company.

(ii) The Company acknowledges that, in connection with various programs, services, and activities undertaken by the District from time to time, the District receives grant funding provided through one or more State agencies or departments.

(iii) The Company represents and warrants that neither the Company nor any of its directors, officers, or affiliates: (i) invests in, or has financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia ("Russian Entities"); or (ii) transfers technology to Russia or any Russian Entities.

(iv) The Company represents and agrees that, in connection with the Contract identified above in this form, and in connection with their activities pursuant to such Contract, neither the Company nor any of its directors, officers, or affiliates shall engage in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violate any of the Economic Sanctions.

(v) The Company acknowledges and agrees that, while the Contract is in effect, if the Company or any of its directors, officers, or affiliates engages in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violates any of the Economic Sanctions, then, following notice and 30-day opportunity for the Company to submit a written response, and in the District's sole discretion or as may be required by the State, the District may terminate the Contract and, in addition, the District and/or State may take any and all other actions as permitted by applicable law.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

GENERAL CONDITIONS

for

CONTRACT OF CONSTRUCTION

OF THE

Modernization Upgrades for (1) Classroom Building
Project at Community Day School
Bid # 2025-5

MERCED CITY SCHOOL DISTRICT

January 2026

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ARTICLE 1

GENERAL CONDITIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The "Contract Documents" consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, addenda issued prior to bid, Instructions to Bidders, Notice to Bidders, the Bid Form, Payment Bond, Performance Bond, required insurance certificates, additional insured endorsement and declarations page, Designation of Subcontractors, Noncollusion Declaration, Roof Project Certification (where applicable), Sufficient Funds Declaration (Labor Code section 2810) and the Fingerprinting Notice and Acknowledgment and Independent Contractor Student Contact Form, other documents referred to in the Agreement, and Modifications issued after execution of the Agreement. A Modification is a written amendment to the Contract signed by both parties, a Change Order, a Construction Change Directive, or a written order for a minor change in the Work issued by the Owner. The Contract Documents are complementary, and each obligation of the Contractor, Subcontractors, material or equipment suppliers in any one shall be binding as if specified in all.

1.1.2 THE CONTRACT

The Contract Documents form the Contract. The "Contract" represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a written Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and Contractor, between the Owner and any Subcontractor or Sub-subcontractor, or between any persons or entities other than the Owner and the Contractor. The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement signed by the parties and approved or ratified by the Governing Board.

1.1.3 THE WORK

The "Work" shall include all labor, materials, services and equipment necessary for the Contractor to fulfill all of its obligations pursuant to the Contract Documents, including but not limited to punch list items and submission of documents. It shall include the initial obligation of any Contractor or Subcontractor, who performs any portion of the Work, to visit the Site of the proposed Work with Owner's representatives, a continuing obligation after the commencement of the Work to fully acquaint and familiarize itself with the conditions as they exist and the character of the operations to be carried on under the Contract Documents, and make such investigation as it may see fit so that it shall fully understand the facilities, physical conditions, and restrictions attending the Work under the Contract Documents. Each such Contractor or Subcontractor shall also thoroughly examine and become familiar with the Drawings,

Specifications, and associated bid documents. ***The "Site" refers to*** the grounds of the Project as defined in the Contract Documents and such adjacent lands as may be directly affected by the performance of the Work. The Work shall constitute a "work of improvement" under Civil Code section 8050 and Public Contract Code section 7107.

1.1.4 THE PROJECT

The "Project" is the total construction of the Work performed in accordance with the Contract Documents, but "Project" may also include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The "Drawings" are graphic and pictorial portions of the Contract Documents prepared for the Project and approved changes thereto, wherever located and whenever issued, showing the design, location, and scope of the Work, generally including plans, elevations, sections, details, schedules, and diagrams as drawn or approved by the Architect.

1.1.6 THE SPECIFICATIONS

The "Specifications" are that portion of the Contract Documents consisting of the written requirements for material, equipment, construction systems, instructions, quality assurance standards, workmanship, and performance of related services.

1.1.7 THE PROJECT MANUAL

The "Project Manual" is the volume usually assembled for the Work which may include, without limitation, the bidding requirements, sample forms, Agreement, Conditions of the Contract, and Specifications.

1.1.8 OR

"Or" shall include "and/or."

1.1.9 COMPLETION

Statutory definitions of "Completion" and "Complete" shall apply for those statutory purposes. For all other purposes, including accrual of liquidated damages, Claims, and warranties, "Completion" and "Complete" mean the point in the Work where (1) Contractor has fully and correctly performed all Work in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute "Completion" or "Complete."

1.1.10 *COMPLETION* OF THE PROJECT

For purposes of accrual of liquidated damages for delay to the Project, *completion* shall mean the point in the Project where (1) all contractors and Owner have fully and correctly performed all work of the entire Project in all parts and requirements, including corrective and punch list work, and (2) Owner's representatives have conducted a final inspection of the entire Project that confirmed this performance. Substantial, or any other form of partial or non-compliant, performance shall not constitute *completion* or *complete*.

1.2 EXECUTION, CORRELATION AND INTENT

1.2.1 CORRELATION AND INTENT

1.2.1.1 ***Documents Complementary and Inclusive.*** The Contract Documents are complementary and are intended to include all items required for the proper execution and Completion of the Work. Any item of Work mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be provided by Contractor as if shown or mentioned in both.

1.2.1.2 ***Coverage of the Drawings and Specifications.*** The Drawings and Specifications generally describe the work to be performed by Contractor. Generally, the Specifications describe work which cannot be readily indicated on the Drawings and indicate types, qualities, and methods of installation of the various materials and equipment required for the Work. It is not intended to mention every item of Work in the Specifications, which can be adequately shown on the Drawings, or to show on the Drawings all items of Work described or required by the Specifications even if they are of such nature that they could have been shown. All materials or labor for Work, which is shown on the Drawings or the Specifications (or is reasonably inferable therefrom as being necessary to Complete the Work), shall be provided by the Contractor whether or not the Work is expressly covered in the Drawings or the Specifications. It is intended that the Work be of sound, quality construction, and the Contractor shall be responsible for the inclusion of adequate amounts to cover installation of all items indicated, described, or implied in the portion of the Work to be performed by Contractor.

1.2.1.3 ***Conflicts.*** Without limiting Contractor's obligation to identify conflicts for resolution by the Owner, it is intended that the more stringent, higher quality, and greater quantity of Work shall apply.

1.2.1.4 ***Conformance With Laws.*** Each and every provision of law required by law to be inserted in this Contract shall be deemed to be inserted herein, and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon application of either party the Contract shall be amended in writing to make such insertion or correction.

Before commencing any portion of the Work, Contractor shall check and review the Drawings and Specifications for such portion for conformance and compliance with all laws, ordinances, codes, rules and regulations of all governmental authorities and public utilities affecting the construction and operation of the physical plant of the Project, all quasi-

governmental and other regulations affecting the construction and operation of the physical plant of the Project, and other special requirements, if any, designated in the Contract Documents. In the event Contractor observes any violation of any law, ordinance, code, rule or regulation, or inconsistency with any such restrictions or special requirements of the Contract Documents, Contractor shall promptly notify Architect and Owner in writing of same and shall ensure that any such violation or inconsistency shall be corrected in the manner provided hereunder prior to the construction of that portion of the Work. Where requirements of the Contract Documents exceed those of the applicable building codes and ordinances, the Contract Documents shall govern. Contractor shall comply with all applicable Federal, State and local laws.

If, as and to the extent that Public Contract Code section 1104 is deemed to apply after the award of the Contract, Contractor shall not be required to assume responsibility for the completeness and accuracy of architectural or engineering plans and specifications, notwithstanding any other provision in the Contract Documents, except to the extent that Contractor discovered or should have discovered and reported any errors and omissions to the Architect and Owner, including but not limited to as the result of any review of the plans and specifications by Contractor required by the Instructions to Bidders or other Contract Documents, whether or not actually performed by Contractor.

1.2.1.5 ***Ambiguity.*** Before commencing any portion of the Work, Contractor shall carefully examine all Drawings and Specifications and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify Architect and Owner in writing of any perceived or alleged error, inconsistency, ambiguity, or lack of detail or explanation in the Drawings and Specifications in the manner provided herein. If the Contractor or its Subcontractors, material or equipment suppliers, or any of their officers, agents, and employees performs, permits, or causes the performance of any Work under the Contract Documents, which it knows or should have known to be in error, inconsistent, or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction thereof without increase or adjustment to the Contract Sum or the time for performance. If Contractor performs, permits, or causes the performance of any Work under the Contract Documents prepared by or on behalf of Contractor which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction, without increase to or adjustment in the Contract Sum or the time for performance. In no case shall any Subcontractor proceed with the Work if uncertain without the Contractor's written direction and/or approval.

1.2.1.6 ***Execution.*** Execution of the Agreement Between Owner and Contractor by the Contractor is a representation that the Contractor has visited the Site, become familiar with the local conditions under which the Work is to be performed and has correlated personal observations with the requirements of the Contract Documents.

1.2.2 **ADDENDA AND DEFERRED APPROVALS**

1.2.2.1 ***Addenda.*** Subsequent addenda issued shall govern over prior addenda only to the extent specified. In accordance with Title 24, California Code of Regulations, addenda shall be approved by the Division of the State Architect ("DSA").

1.2.2.2 ***Deferred Approvals.*** The requirements approved by the DSA on any item submitted as a deferred approval in accordance with Title 24, California Code of Regulations, shall take precedence over any previously issued addenda, drawing or specification.

1.2.3 **SPECIFICATION INTERPRETATION**

1.2.3.1 ***Titles.*** The Specifications are separated into titled sections for convenience only and not to dictate or determine the trade or craft involved. Organization of the Specifications into divisions, sections and articles, and 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.

1.2.3.2 ***As Shown, Etc.*** Where "as shown," "as indicated," "as detailed," or words of similar import are used, reference is made to the Drawings accompanying the Specifications unless otherwise stated. Where "as directed," "as required," "as permitted," "as authorized," "as accepted," "as selected," or words of similar import are used, the direction, requirement, permission, authorization, approval, acceptance, or selection by Architect is intended unless otherwise stated.

1.2.3.3 ***Provide.*** "Provide" means "provided complete in place," that is, furnished, installed, tested, and ready for operation and use.

1.2.3.4 ***General Conditions.*** The General Conditions and any supplementary general conditions are a part of each and every section of the Specifications.

1.2.3.5 ***Abbreviations.*** In the interest of brevity, the Specifications are written in an abbreviated form and may not include complete sentences. Omission of words or phrases such as "Contractor shall," "shall be," etc., are intentional. Nevertheless, the requirements of the Specifications are mandatory. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Drawings.

1.2.3.6 ***Plural.*** Words in the singular shall include the plural whenever applicable or the context so indicates.

1.2.3.7 ***Metric.*** The Specifications may indicate metric units of measurement as a supplement to U.S. customary units. When indicated thus: 1" (25 mm), the U. S. customary unit is specific, and the metric unit is nonspecific. When not shown with parentheses, the unit is specific. The metric units correspond to the "International System of Units" (SI) and generally follow ASTM E 380, "Standard for Metric Practice."

1.2.3.8 ***Standard Specifications.*** Any reference to standard specifications of any society, institute, association, or governmental authority is a reference to the organization's

standard specifications, which are in effect as of the date the Notice to Bidders is first published. If applicable specifications are revised prior to completion of any part of the Work, the Contractor may, if acceptable to Owner and Architect, perform such Work in accordance with the revised specifications. The standard specifications, except as modified in the Specifications for the Project, shall have full force and effect as though printed in the Specifications. Architect will furnish, upon request, information as to how copies of the standard specifications referred to may be obtained.

1.2.3.9 ***Absence of Modifiers.*** In the interest of brevity, the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

1.3 OWNERSHIP AND USE OF ARCHITECT'S DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

The Drawings, Specifications, and other documents prepared on behalf of the Owner are instruments of the services of the Architect and its consultants and are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor, or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications, and other documents prepared by the Architect, and unless otherwise indicated the Architect shall be deemed the author of them. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, upon request upon Completion of the Work. The Drawings, Specifications, and other documents prepared by the Architect, and copies thereof furnished to the Contractor, are for use solely with respect to this Contract. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor, or material or equipment supplier on other contracts or projects or for additions to this Contract or Project outside the scope of the Work without the specific written consent of the Owner and the Architect. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications, and other documents prepared by the Architect appropriate to and for use in the execution of their Work under the Contract Documents. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Owner's property interest or other reserved right. All copies made under this license shall bear appropriate attribution and the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Architect.

ARTICLE 2

OWNER

2.1 DEFINITION

The term "Owner" means the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the

Owner and/or the Owner's authorized representatives, including but not limited to architects and construction managers. To the extent the Contract Documents indicate that Owner has assigned duties to particular representatives of the Owner (such as the Architect, or any construction manager), Owner reserves the right at all times to reassign such duties to different Owner representatives.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

2.2.1 INTENTIONALLY LEFT BLANK

2.2.2 SITE SURVEY

When required by the scope of the Work, the Owner will furnish, at its expense, a legal description or a land survey of the Site, giving, as applicable, grades and lines of streets, alleys, pavements, adjoining property, rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries, and contours of the Site. Surveys to determine locations of construction, grading, and Site work shall be provided by the Contractor.

2.2.3 SOILS

2.2.3.1 ***Owner Furnished Services.*** When required by the scope of the Project, the Owner will furnish, at its expense, the services of geotechnical engineers or consultants when reasonably required or as required by local or state codes. Such services with reports and appropriate professional recommendations shall include test boring, test pits, soil bearing values, percolation tests, air and water pollution tests, and ground corrosion and resistivity tests, including necessary operations for determining subsoil, air, and water conditions.

2.2.3.2 ***Contractor Reliance.*** Test borings and soils reports for the Project have been made for the Owner to indicate the subsurface materials that might be encountered at particular locations on the Project. The Owner has made these documents available to the Contractor and the Contractor has studied the results of such test borings and information that it has as to the subsurface conditions and Site geology as set forth in the test borings and soils reports. The Owner does not assume any responsibility whatsoever with respect to the sufficiency or accuracy of the borings made, or of the logs of the test borings, or of other investigations, or of the soils reports furnished pursuant hereto, or of the interpretations to be made beyond the location or depth of the borings. There is no warranty or guarantee, either express or implied that the conditions indicated by such investigations, borings, logs, soil reports or other information are representative of those existing throughout the Site of the Project, or any part thereof, or that unforeseen developments may not occur. At the Owner's request, the Contractor shall make available to the Owner the results of any Site investigation, test borings, analyses, studies or other tests conducted by or in the possession of the Contractor of any of its agents. Nothing herein contained shall be deemed a waiver by the Contractor to pursue any available legal right or remedy it may have at any time against any third party who may have prepared any report and/or test relied upon by the Contractor.

2.2.4 UTILITY SURVEY

When required by the scope of the Project, the Owner will furnish, at its expense, all information regarding known existing utilities on or adjacent to the Site, including location, size, inverts, and depths.

2.2.5 INFORMATION

Upon the request of the Contractor, Owner will make available such existing information regarding utility services and Site features, including existing construction, related to the Project as is available from Owner's records. The Contractor may not rely upon the accuracy of any such information, other than that provided under Sections 2.2.2 and 2.2.4 (except that the Contractor may not rely upon, and must question in writing to the Owner and the Architect, any information which appears incorrect based upon Contractor's Site inspection, knowledge of the Work and Project, and prior experience with similar projects), unless specifically stated in writing that the Contractor may rely upon the designated information.

2.2.6 EXISTING UTILITY LINES; REMOVAL, RELOCATION

2.2.6.1 ***Removal, Relocation.*** Pursuant to Government Code section 4215, the Owner assumes the responsibility for removal, relocation, and protection of utilities located on the Site at the time of commencement of construction under this Contract with respect to any such utility facilities which are not identified in the drawings and specifications made part of the invitation to bid. The Contractor shall not be assessed for liquidated damages for delay in Completion of the Work caused by failure of the Owner to provide for removal or relocation of such utility facilities. Owner shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, removing or relocating such utility facilities, and for equipment necessarily idle during such work.

2.2.6.2 ***Assessment.*** These subparagraphs shall not be construed to preclude assessment against the Contractor for any other delays in Completion of the Work. Nothing in these subparagraphs shall be deemed to require the Owner 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, or meter junction boxes on or adjacent to the Site.

2.2.6.3 ***Notification.*** If the Contractor, while performing work under this Contract, discovers utility facilities not identified by the Owner in the Contract plans or specifications, Contractor shall immediately notify the Owner and the utility in writing.

2.2.6.4 ***Underground Utility Clearance.*** It shall be Contractor's sole responsibility to timely notify all public and private utilities serving the Site prior to commencing work. The Contractor shall notify and receive clearance from any cooperative agency, such as Underground Service Alert, in accordance with Government Code section 4216, et seq. Contractor shall promptly provide a copy of all such notifications to the Owner.

2.2.7 EASEMENTS

Owner shall secure and pay for easements for permanent structures or permanent changes in existing facilities, if any, unless otherwise specified in the Contract or Contract Documents.

2.2.8 REASONABLE PROMPTNESS

Information or services under Owner's control will be furnished by the Owner with reasonable promptness. The Owner shall not be liable for any delays caused by factors beyond the Owner's control including but not limited to DSA's or any other local, State or federal agency's review of bids, change order requests, RFI's or any other documents.

2.2.9 COPIES FURNISHED

The Contractor will be furnished such copies of Drawings and Project Manuals as are stated in the Contract Documents.

2.2.10 DUTIES CUMULATIVE

The foregoing are in addition to other duties and responsibilities of the Owner enumerated herein, and especially those in Article 6 (Construction by Owner or by Separate Contractors), Article 9 (Payments and Completion), and Article 11 (Insurance and Bonds).

2.3 OWNER'S RIGHT TO STOP THE WORK

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, after providing Notice pursuant to Section 2.4, may order the Contractor to stop the Work or any portion thereof, until the Contractor corrects the deficiencies. The right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Article 6.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

If the Contractor fails or refuses to carry out the Work in accordance with the Contract Documents, Owner may correct such deficiencies by whatever reasonable method the Owner may deem expedient without prejudice to other remedies the Owner may have, including but not limited to having another contractor perform some or all of the Work without terminating the Contract with Contractor. Owner may exercise this right at any time during the Contractor's Work.

Owner shall first provide written notice to Contractor of Contractor's failure or refusal to perform. The notice will provide the time period within which Contractor must begin correction of the failure or refusal to perform. If the Contractor fails to begin correction within the stated time, or fails to continue correction, the Owner may proceed to correct the deficiencies. In the

event the Owner bids the work, Contractor shall not be eligible for the award of the contract. The Contractor may be invoiced the cost to Owner of the work, including compensation for additional professional and internally generated services and expenses made necessary by Contractor's failure or refusal to perform. Owner may withhold that amount from the retention, or progress payments due the Contractor, pursuant to Section 9.5. If retention and payments withheld then or thereafter due the Contractor are not sufficient to cover that amount, the Contractor shall pay the difference to the Owner.

ARTICLE 3

THE CONTRACTOR

3.1 DEFINITION

The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative. To the extent that any portion of the Work is provided with the Contractor's own forces, any reference to Subcontractors shall be equally applicable to the Contractor.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 CONTRACTOR

The Contractor shall supervise and direct the Work using the Contractor's best skill and attention, which shall meet or exceed the standards in the industry. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, procedures, and coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

Owner shall schedule and coordinate the activities of Contractor with the other contractors and Owner. Contractor agrees to accept the Owner's construction schedules, schedule updates, overall sequence and coordination of construction for the Project.

Contractor realizes that work by other contractors or Owner may occur simultaneously with Contractor's Work in any given area. Contractor is responsible for its own sequences that may occur within a given activity or set of activities. Contractor shall not commit or permit any act which will adversely affect the work of any other contractor or Owner. Contractor shall provide layout of its Work at the request of any other contractor or Owner.

Specific duties of the Contractor shall be in accordance with Title 24 of the California Code of Regulations. Contractor shall fully comply with any and all reporting requirements of Education Code sections 17309 and 81141 in the manner prescribed by Title 24.

3.2.2 CONTRACTOR RESPONSIBILITY

The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors, material and equipment suppliers, and their agents, employees, invitees, and other persons performing portions of the Work under direct or indirect contract with the Contractor or any of its Subcontractors.

3.2.3 OBLIGATIONS NOT CHANGED BY OTHER'S ACTIONS

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents by the activities or duties of the Owner's representatives, including but not limited to any construction manager and the Architect, or the Inspector of Record; or by tests, inspections, or approvals required or performed by persons other than the Contractor.

3.2.4 CONTRACTOR RESPONSIBILITY FOR READINESS FOR WORK

The Contractor shall be responsible for inspection of Work already performed under the Contract Documents to determine that such portions are in proper condition to receive subsequent work.

3.2.5 PROJECT MEETINGS

During its Work, Contractor shall attend Owner's Project meetings as scheduled by the Contract Documents, or as otherwise instructed by Owner, to discuss the current status of the Work and Project, and the future progress of the Work and the Project. Contractor shall have five (5) days after receipt of Owner's Project meeting minutes to provide written objections and suggested corrections.

3.3 SUPERINTENDENT

3.3.1 FULL TIME SUPERINTENDENT

The Contractor shall provide a competent superintendent and assistants as necessary, all of whom shall be reasonably proficient in speaking, reading and writing English and, who shall be in attendance at the Project Site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

3.3.2 STAFF

The Contractor and each Subcontractor shall: furnish a competent and adequate staff as necessary for the proper administration, coordination, supervision, and superintendence of its portion of the Work; organize the procurement of all materials and equipment so that the materials and equipment will be available at the time they are needed for the Work; and keep an adequate force of skilled workers on the job to Complete the Work in accordance with all requirements of the Contract Documents.

3.3.3 RIGHT TO REMOVE

Owner shall have the right, but not the obligation, to require the removal from the Project of any superintendent, staff member, agent, or employee of any Contractor, Subcontractor, material or equipment supplier, etc., for cause.

3.4 LABOR AND MATERIALS

3.4.1 CONTRACTOR TO PROVIDE

Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, material, 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 or to be incorporated in the Work.

3.4.2 QUALITY

Unless otherwise specified, all materials and equipment to be permanently installed in the Project shall be new and shall be of such quality as required to satisfy the standards of the Contract Documents. The Contractor shall, if requested, promptly furnish satisfactory evidence as to kind and quality of all materials and equipment. All labor shall be performed by workers skilled in their respective trades, and the quality of their work shall meet whichever is the higher standard for their work: the standard in the industry or the standard in the Contract Documents.

3.4.3 REPLACEMENT

Any work, materials, or equipment, which does not conform to these standards may be disapproved and rejected by the Owner, in which case, they shall be removed and replaced by the Contractor at no cost to the Owner.

3.4.4 DISCIPLINE

The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract in accordance with paragraph 5.5.1 including, but not limited to, Subcontractors, and material or equipment suppliers retained for the Project.

3.5 WARRANTY

For the period of one (1) year after Completion of the Work (see Sections 9.7.1, 12.2.5, and 12.2.6), the Contractor warrants to the Owner that material and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty does not cover damage or

defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

3.6 TAXES

Contractor will pay all applicable Federal, State, and local taxes on all materials, labor, or services furnished by it, and all taxes arising out of its operations under the Contract Documents. Owner is exempt from Federal Excise Tax, and a Certificate of Exemption shall be provided upon request.

3.7 PERMITS, FEES AND NOTICES

3.7.1 PAYMENT

The Contractor shall secure and pay for all permits and governmental fees, licenses, and inspections necessary for proper execution and Completion of the Work which are customarily secured after execution of the Contract and are legally required by any authority having jurisdiction over the Project, except those required by the Division of the State Architect (DSA). Owner shall be responsible for all testing and inspection as required by the DSA on-Site or within the distance limitations set forth in paragraph 13.5.2, unless a different mileage range is specified in the Contract Documents.

3.7.2 COMPLIANCE

The Contractor shall comply with and give notices required by any law, ordinance, rule, regulation, and lawful order of public authorities bearing on performance of the Work.

3.7.3 CONTRACT DOCUMENTS

It is not the Contractor's responsibility to ascertain that the Contract Documents are in accordance with any applicable law, statute, ordinance, building codes, rule, or regulation. However, if the Contractor knew, or should have known, or observes that portions of the Contract Document are at variance therewith, the Contractor shall promptly notify the Architect, any construction manager, and Owner in writing, and necessary changes shall be accomplished by appropriate modification.

3.7.4 RESPONSIBILITY

If the Contractor performs any work that it knows, or should have known, is contrary to any law, statute, ordinance, building code, rule or regulation, the Contractor shall assume full responsibility for such work, and shall bear the attributable cost of correction and delays to the Work, other contractors' work, and the Project.

3.8 ALLOWANCES

3.8.1 CONTRACT

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against whom the Contractor makes reasonable and timely objection.

3.8.2 SCOPE

3.8.2.1 ***Prompt Selection.*** Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay to the Work.

3.8.2.2 ***Cost.*** Allowances shall cover the cost to the Contractor of materials and equipment delivered at the Site and all required taxes, less applicable trade discounts, etc., as delineated in paragraph 7.7.4.

3.8.2.3 ***Cost Included in Contract Sum.*** Contractor's costs for unloading and handling at the Site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.

3.8.2.4 ***Contract Sum Adjustment.*** Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect the difference between actual cost and the allowances under paragraph 3.8.2.2 and the change in the Contractor's costs under paragraph 3.8.2.3.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULES

3.9.1 REQUIREMENTS

Before the Contractor's commencement of Work or within two (2) weeks of award of the Contract, whichever is earlier, Contractor shall prepare and submit for the Owner's, and any construction manager's, information the baseline construction schedule for the Work, which shall conform to the Contract Documents' requirements.

Contractor shall submit a monthly updated schedule of the Work that will include an accurate as-built schedule and the current as-planned schedule, both of which shall conform to the Contract Documents' requirements. Contractor shall submit its daily logs for the prior month with the updated schedule.

The schedule and updates shall conform, at a minimum, to industry standards for (a) critical path scheduling and (b) facilitation of Owner's Project management and evaluation of Contractor Claims for additional money or time.

The schedule and updates shall not exceed time limits (including milestone deadlines) under the Contract Documents and shall comply with the Contract Documents scheduling requirements and with any scheduling requirements the Owner provides to the Contractor at the beginning of the Work. The original schedule and all updates shall accurately reflect work performed to date, all construction tasks (including procurement), the critical path schedule for Completion of the remainder of the Work, and the percentage of the Work completed. The original schedule and updates shall include all delay days for weather not unusually severe, even though that weather will not entitle Contractor to additional time or money.

The construction schedule shall be in the form of either a tabulation, chart, or graph, unless otherwise stated in Division 1 of the Specifications, and shall be in sufficient detail to show the chronological relationship of all activities of the Project including, but not limited to, estimated starting and completion dates of various activities, (including early and late dates and reasonable float for each activity), procurement of materials, the critical path, and scheduling of equipment. Float suppression techniques such as preferential sequencing, special lead/lag logic restraints, extended activity durations, or imposed dates shall be apportioned for the benefit of the Project. Whenever in the Contract Documents Contractor is required to provide a schedule and/or schedule updates, the Contractor shall provide the schedule and updates in electronic format as well as hard copy. Contractor shall be solely responsible for the accuracy, utility and reasonableness of all of its schedules. Owner's acceptance, approval or non-rejection of Contractor's schedules shall not affect Contractor's responsibility for its schedules.

The Contractor and Owner shall use any float on a "first come, first served" basis. The original schedule and updates shall reflect Contractor's and Owner's use of float. Float is not for the exclusive use or benefit of either Owner or Contractor, but it is a jointly owned expiring Project resource available to both parties as needed to meet schedule milestones. For the original schedule and updates, Contractor shall use a critical path network format with the critical paths clearly indicated. Contractor shall use an MS Project, Primavera, or an equivalent or better program. Contractor shall include reports that sort and list the activities in order of increasing float and by early and late start dates. Contractor shall endeavor to label ten to thirty percent (10-30%) of the tasks as critical, but shall not label less than five (5%) or more than fifty (50%) as critical. Contractor shall use calendar days.

If any change in Contractor's method of operations will cause a change in the construction schedule, Contractor shall submit to Owner, Architect, and any construction manager, a revised construction schedule within seven (7) days of the change, unless a different time period is stated in Division 1 of the Specifications.

If, in the Owner's opinion, the Contractor is not prosecuting the Work at a rate sufficient to meet the Work schedule or a contractual milestone, or to Complete the Work within the Contract Time as adjusted by change orders, or if the Contractor's actual progress falls behind the Work schedule or it is apparent to Owner that Contractor will not meet contractual milestones or Complete the Work within the Contract Time as adjusted by change orders, the Owner may require that the Contractor prepare and submit a recovery plan. Contractor must submit a recovery plan within seven (7) days of a demand for the plan, unless a different time period is stated in Division 1 of the Specifications. At a minimum, the recovery plan must include a

revised schedule that gets the Work back on schedule and Completes all Work by the contractual milestones and within the Contract Time as adjusted by change orders or by other dates Owner specifies in the demand for a recovery plan. The recovery plan shall state the corrective actions Contractor will undertake to implement it. The recovery plan shall also list any additional money that Contractor believes it should receive if Owner orders Contractor to fully or partially implement the recovery plan. If the Owner orders Contractor to implement the recovery plan, Contractor shall do so, but the order shall not act constitute an admission by Owner that Contractor is entitled to additional money. To recover additional money, Contractor must comply with General Conditions Articles 4.5, 7 and 8.

All schedules Contractor submits shall be certified as true and correct, as follows:

> I, _____ *[name of declarant]*, declare the following:
>
> _____ *[Contractor company name]* has contracted with _____ *[public entity name]* for the _____ Contract ("Contract"). _____ *[Contractor company name]* authorized me to prepare schedules for _____ *[public entity name]* for this Project, and I prepared the attached schedule. I am the most knowledgeable person at _____ *[Contractor company name]* regarding the scheduling of the Work for this Contract.
>
> The attached schedule does not breach the Contract between _____ *[Contractor company name]* and _____ *[public entity name]* for this Project, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of schedules, only contains truthful and accurate as-built and as-planned dates of the Work (including supporting data), and is not a false claim.
>
> The attached schedule is submitted in compliance with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72 (Fraudulent Claims), Government Code sections 12650 et seq. (False Claims Act; for example, Government Code section 12651(a)(7)), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other Claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself and/or _____ *[Contractor company name]*.
>
> While preparing this declaration and schedule I consulted with others (including attorneys, consultants, or others who work for _____ *[Contractor company name]*) when necessary to ensure that the statements were true and correct.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____ *[signature]*
_____ *[name of declarant]*

3.9.2 DSA OVERSIGHT PROCESS

In connection with the DSA Construction Oversight Process which includes inspection cards and review of changes to the DSA-approved construction documents, the Contractor must (a) include specific tasks in its baseline schedule to take into account these procedures since they are critical path issues; and (b) include a reasonable amount of float in the baseline schedule to accommodate the additional time required by these DSA procedures.

3.9.3 FAILURE TO MEET REQUIREMENTS

Failure of the Contractor to provide proper schedules may, at the sole discretion of Owner, constitute either grounds to withhold, in whole or in part, progress payments to the Contractor, or a breach of contract allowing Owner to terminate the Contract.

3.10 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the Site for the Owner one applicable copy of Titles 19 and 24 and record copy of the Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record changes and selections made during construction. In addition, the Contractor shall maintain at the Site approved Shop Drawings,

Product Data, Samples, and similar required submittals. These documents shall be available to the Owner and shall be delivered to the Owner, or the Architect for delivery to the Owner, upon Completion of the Work.

3.11 SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

3.11.1 SUBMITTALS DEFINED

3.11.1.1 ***Shop Drawings.*** The term "shop drawings" as used herein means drawings, diagrams, schedules, and other data, which are prepared by Contractor, Subcontractors, manufacturers, suppliers, or distributors illustrating some portion of the Work, and includes: illustrations; fabrication, erection, layout and setting drawings; manufacturer's standard drawings; schedules; descriptive literature, instructions, catalogs, and brochures; performance and test data including charts; wiring and control diagrams; and all other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment, or systems and their position conform to the requirements of the Contract Documents. The Contractor shall obtain and submit with the shop drawings all seismic and other calculations and all product data

from equipment manufacturers. "Product data" as used herein are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work. As used herein, the term "manufactured" applies to standard units usually mass-produced, and "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop drawings shall: establish the actual detail of all manufactured or fabricated items, indicate proper relation to adjoining work, amplify design details of mechanical and electrical systems and equipment in proper relation to physical spaces in the structure, and incorporate minor changes of design or construction to suit actual conditions.

3.11.1.2 ***Samples.*** The term "samples" as used herein are physical examples furnished by Contractor to illustrate materials, equipment, or quality and includes natural materials, fabricated items, equipment, devices, appliances, or parts thereof as called for in the Specifications, and any other samples as may be required by the Owner to determine whether the kind, quality, construction, finish, color, and other characteristics of the materials, etc., proposed by the Contractor conform to the required characteristics of the various parts of the Work. All Work shall be in accordance with the approved samples.

3.11.1.3 ***Contractor's Responsibility.*** Contractor shall obtain and shall submit to Architect all required shop drawings and samples in accordance with Contractor's "Schedule for Submission of Shop Drawings and Samples" provisions in Division 1 of the Specifications and in accordance with the Contractor's original and updated schedules, and with such promptness as to cause no delay in its own Work or in that of any other contractor, Owner or subcontractor but in no event later than ninety (90) days after the execution of the Agreement. Contractor may be assessed $100 a day for each day it is late in submitting a shop drawing or sample. No extensions of time will be granted to Contractor or any Subcontractor because of its failure to have shop drawings and samples submitted in accordance with the Schedule. Each Subcontractor shall submit all shop drawings, samples, and manufacturer's descriptive data for the review of the Owner, the Contractor, and the Architect through the Contractor. By submitting shop drawings, product data, and samples, the Contractor or submitting party (if other than Contractor) represents that it has determined and verified all materials, field measurements, field conditions, catalog numbers, related field construction criteria, and other relevant data in connection with each such submission, and that it has checked, verified, and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. At the time of submission, any deviation in the shop drawings, product data, or samples from the requirements of the Contract Documents shall be narratively described in a transmittal accompanying the submittal. However, submittals shall not be used as a means of requesting a substitution, the procedure for which is defined in paragraph 3.11.4, "Substitutions." Review by Owner and Architect shall not relieve the Contractor or any Subcontractor from its responsibility in preparing and submitting proper shop drawings in accordance with the Contract Documents. Contractor shall stamp, sign, and date each submittal indicating its representation that the submittal meets all of the requirements of the Contract Documents. Any submission, which in Owner's or Architect's opinion is incomplete, contains numerous errors, or has been checked only superficially by Contractor will be returned unreviewed for resubmission by the Contractor.

3.11.1.4 ***Extent of Review.*** In reviewing shop drawings, the Owner will not verify dimensions and field conditions. The Architect will review and approve shop drawings, product data, and samples for aesthetics and for conformance with the design concept of the Work and the information given in the Contract Documents. The Architect's review shall neither be construed as a complete check nor relieve the Contractor, Subcontractor, manufacturer, fabricator, or supplier from responsibility for any deficiency that may exist or from any departures or deviations from the requirements of the Contract Documents unless the Contractor has, in writing, called the Architect's attention to the deviations at the time of submission and the Architect has given specific written approval. The Architect's review shall not relieve the Contractor or Subcontractors from responsibility for errors of any sort in shop drawings or schedules, for proper fitting of the Work, or from the necessity of furnishing any Work required by the Contract Documents, which may not be indicated on shop drawings when reviewed. Contractor and Subcontractors shall be solely responsible for determining any quantities, whether or not shown on the shop drawings.

3.11.2 **DRAWING SUBMISSION PROCEDURE**

3.11.2.1 ***Transmittal Letter and Other Requirements.*** All shop drawings must be properly identified with the name of the Contract and Contractor's name and dated, and each lot submitted must be accompanied by a letter of transmittal referring to the name of the Contract and Contractor and to the Specification section number for identification of each item clearly stating in narrative form, as well as "clouding" on the submissions, all qualifications, departures, or deviations from the Contract Documents, if any. Shop drawings, for each section of the Work, shall be numbered consecutively, and the numbering system shall be retained throughout all revisions. All Subcontractor submissions shall be made through the Contractor. Each drawing shall have a clear space for the stamps of Architect and Contractor. Only shop drawings required to be submitted by the Contract Documents shall be reviewed.

3.11.2.2 ***Copies Required.*** Each submittal shall include one (1) legible, reproducible sepia and five (5) legible prints of each drawing, including fabrication, erection, layout and setting drawings, and such other drawings as required under the various sections of the Specifications until final acceptance thereof is obtained. Subcontractor shall submit copies, in an amount as requested by the Contractor, of: manufacturers' descriptive data for materials, equipment, and fixtures, including catalog sheets showing dimensions, performance, characteristics, and capacities; wiring diagrams and controls; schedules; all seismic calculations and other calculations; and other pertinent information as required.

3.11.2.3 ***Corrections.*** The Contractor shall make any corrections required by Architect and shall resubmit as required by Architect the required number of corrected copies of shop drawings or new samples until approved. Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections required by the Architect on previous submissions. Professional services required for more than one (1) re-review of required submittals of shop drawings, product data, or samples are subject to charge to the Contractor pursuant to paragraph 4.4.

3.11.2.4 ***Approval Prior to Commencement of Work.*** No portion of the Work requiring a shop drawing or sample submission shall be commenced until the submission has been reviewed by Owner and approved by Architect unless specifically directed in writing by the Owner. All such portions of the Work shall be in accordance with approved shop drawings and samples.

3.11.3 **SAMPLE SUBMISSIONS PROCEDURE**

3.11.3.1 ***Samples Required.*** In case a considerable range of color, graining, texture, or other characteristics may be anticipated in finished products, a sufficient number of samples of the specified materials shall be furnished by the Contractor to indicate the full range of characteristics, which will be present in the finished products; and products delivered or erected without submittal and approval of full range samples shall be subject to rejection. Except for range samples, and unless otherwise called for in the various sections of the Specifications, samples shall be submitted in duplicate. All samples shall be marked, tagged, or otherwise properly identified with the name of the submitting party, the name of the Contract, the purpose for which the samples are submitted, and the date and shall be accompanied by a letter of transmittal containing similar information, together with the Specification section number for identification of each item. Each tag or sticker shall have clear space for the review stamps of Contractor and Architect.

3.11.3.2 ***Labels and Instructions.*** Samples of materials, which are generally furnished in containers bearing the manufacturers' descriptive labels and printed application instructions, shall, if not submitted in standard containers, be supplied with such labels and application instructions.

3.11.3.3 ***Architect's Review.*** The Architect will review and, if appropriate, approve submissions and will return them to the Contractor with the Architect's stamp and signature applied thereto, indicating the appropriate action in compliance with the Architect's standard procedures.

3.11.3.4 ***Record Drawings and Annotated Specifications.*** The Contractor will prepare and maintain on a current basis an accurate and complete set of Record Drawings showing clearly all changes, revisions, and substitutions during construction, including, without limitation, field changes and the final location of all mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant features, and Annotated Specifications showing clearly all changes, revisions, and substitutions during construction. A copy of such Record Drawings and Annotated Specifications will be delivered to Owner in accordance with the schedule prepared by Contractor. In the event of a specification that allows Contractor to elect one of several brands, makes, or types of material or equipment, the annotations shall show which of the allowable items the Contractor has furnished. The Contractor will update the Record Drawings and Annotated Specifications as often as necessary to keep them current but no less often than weekly. The Record Drawings and Annotated Specifications shall be kept at the Site and available for inspection by the Owner, Inspector of Record and the Architect. On Completion of the Contractor's Work and prior to Application for Final Progress Payment, the Contractor will provide one complete set of Record Drawings and

Annotated Specifications to the Owner, certifying them to be a complete and accurate reflection of the actual construction conditions of the Work.

3.11.3.5 ***Equipment Manuals.*** Contractor shall obtain and furnish to the Owner three (3) complete sets of manuals containing the manufacturers' instructions for maintenance and operation of each item of equipment and apparatus furnished under the Contract Documents and any additional data specifically requested under the various sections of the Specifications for each division of the Work. The manuals shall be arranged in proper order, indexed, and placed in three-ring binders. At the Completion of its Work, the Contractor shall certify, by endorsement thereon, that each of the manuals is complete, accurate, and covers all of its Work. Prior to submittal of Contractor's Application for Final Progress Payment, and as a further condition to its approval by the Architect, each Subcontractor shall deliver the manuals, arranged in proper order, indexed, endorsed, and placed in three-ring binders, to the Contractor, who shall assemble these manuals for all divisions of the Work, review them for completeness, and submit them to the Owner through the Architect.

3.11.3.6 ***Owner's Property.*** All shop drawings and samples submitted shall become the Owner's property.

3.11.4 **SUBSTITUTIONS**

3.11.4.1 ***One Product Specified.*** Unless the Specifications state that no substitution is permitted, whenever in the Contract Documents any specific article, device, equipment, product, material, fixture, patented process, form, method, or type of construction is indicated or specified by name, make, trade name, or catalog number, with or without the words "or equal," such specification shall be deemed to be used for the purpose of facilitating description of material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article, which shall be substantially equal or better in every respect to that so indicated or specified and will completely accomplish the purpose of the Contract Documents.

3.11.4.2 ***Two or More Products Specified.*** When two or more acceptable products are specified for an item of the Work, the choice will be up to the Contractor. Contractor shall utilize the same product throughout the Project. If a timely substitution request as set forth in Section 3.11.4.3 is not provided and an "or equal" substitution is requested, the Owner may consider the substitution if the product specified is no longer commercially available. If the Owner allows the substitution to be proposed pursuant to such an untimely request, the Contractor will be responsible for the professional fees incurred by the Architect or Architect's consultants in reviewing the proposed substitution which fees may be withheld from progress payments and/or retention.

3.11.4.3 ***Substitution Request Form.*** Requests for substitutions of products, materials, or processes other than those specified must be made on the Substitution Request form available from the Owner prior to the date of the bid opening. Any Requests submitted less than fourteen (14) days prior to the date of the bid opening will not be considered, except as noted in paragraph 3.11.4.2. A Substitution Request must be accompanied by evidence as to whether or not the

proposed substitution: is equal in quality and serviceability to the specified item; will entail no changes in detail and construction of related work; will be acceptable in consideration of the required design and artistic effect; will provide no cost disadvantage to Owner; and will require no excessive or more expensive maintenance, including adequacy and availability of replacement parts. The burden of proof of these facts shall be upon the Contractor. The Contractor shall furnish with its request sufficient information to determine whether the proposed substitution is equivalent including but not limited to all drawings, specifications, samples, performance data, calculations, and other information as may be required to assist the Architect and the Owner in determining whether the proposed substitution is acceptable. The final decision shall be the Owner's. The written approval of the Owner, consistent with the procedure for Change Orders, shall be required for the use of a proposed substitute material. Owner may condition its approval of the substitution upon delivery to Owner of an extended warranty or other assurances of adequate performance of the substitution. All risks of delay due to the Division of the State Architect's approval, or the approval of any other governmental agency having jurisdiction, of a requested substitution shall be on the requesting party.

3.11.4.4 ***List of Manufacturers and Products Required.*** The Subcontractor shall prepare and submit to the Contractor within thirty (30) days of execution of the Subcontract comprehensive lists, in quadruplicate, of the manufacturers and products proposed for the Project, including information on materials, equipment, and fixtures required by the Contract Documents, as may be required for Contractor's or Architect's preliminary approval. Approval of such lists of products shall not be construed as a substitute for the shop drawings, manufacturer's descriptive data, and samples, which are required by the Contract Documents, but rather as a base from which more detailed submittals shall be developed for the final review of the Contractor and the Architect.

3.11.5 DEFERRED APPROVALS

Deferred approvals shall be submitted and processed pursuant to the requirements of Division 1 of the Specifications. All risks of delay due to the Division of the State Architect's, or any other governmental agency having jurisdiction, approval of a deferred approval shall be on the requesting party.

3.12 CUTTING AND PATCHING

3.12.1 SCOPE

The Contractor shall be responsible for cutting, fitting, or patching required to Complete the Work or to make its parts fit together properly.

3.12.2 CONSENT

The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or a separate contractor by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate contractor except with written consent of the Owner and

of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work. All cutting shall be done promptly, and all repairs shall be made as necessary.

3.12.3 STRUCTURAL MEMBERS

New or existing structural members and elements, including reinforcing bars and seismic bracing, shall not be cut, bored, or drilled except by written authority of the Architect. Work done contrary to such authority is at the Contractor's risk, subject to replacement at its own expense and without reimbursement under the Contract. Agency approvals shall be obtained by the Architect, not by the Contractor.

3.12.4 SUBSEQUENT REMOVAL

Permission to patch any areas or items of the Work shall not constitute a waiver of the Owner's or the Architect's right to require complete removal and replacement of the areas of items of the Work if, in the opinion of the Architect or the Owner, the patching does not satisfactorily restore quality and appearance of the Work or does not otherwise conform to the Contract Documents. Any costs caused by defective or ill-timed cutting or patching shall be borne by the person or entity responsible.

3.13 CLEANING UP

3.13.1 CONTRACTOR'S RESPONSIBILITY

The Contractor shall keep the Site and surrounding area free from accumulation of waste material or rubbish caused by operations under the Contract. The Site shall be maintained in a neat and orderly condition. All crates, cartons, paper, and other flammable waste materials shall be removed from Work areas and properly disposed of at the end of each day. The Contractor shall continuously remove from and about the Site the waste materials, rubbish, tools, construction equipment, machinery, and materials no longer required for the Work.

3.13.2 FAILURE TO CLEANUP

If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so, without prior notice to the Contractor and the cost thereof shall be invoiced to the Contractor and withheld from progress payments and/or retention. Each Subcontractor shall have the responsibility for the cleanup of its own Work. If the Subcontractor fails to clean up, the Contractor must do so.

3.13.3 CONSTRUCTION BUILDINGS

When directed by the Owner or the Architect, Contractor and Subcontractor shall dismantle temporary structures, if any, and remove from the Site all construction and installation equipment, fences, scaffolding, surplus materials, rubbish, and supplies belonging to Contractor

or Subcontractor. If the Contractor does not remove the tools, equipment, machinery, and materials within fifteen (15) days after Completion of its Work, then they shall be deemed abandoned, and the Owner can dispose of them for its own benefit in whatever way it deems appropriate. Contractor shall pay for any costs to dispose of the items.

3.14 ACCESS TO WORK

The Contractor shall provide the Owner, the Architect, and the Inspector of Record, access to the Work in preparation and progress wherever located.

3.15 ROYALTIES AND PATENTS

3.15.1 PAYMENT AND INDEMNITY

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims of infringement of patent rights and shall hold the Owner and the Architect harmless and indemnify them, to the extent not caused by the Owner's active negligence, sole negligence or willful misconduct, from loss on account thereof but shall not be responsible for such defense or loss when a particular design, process, or product of a particular manufacturer is required by the Contract Documents. However, if the Contractor has reason to believe the required design, process, or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Owner and Architect.

3.15.2 REVIEW

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

3.16 INDEMNIFICATION

3.16.1 SCOPE: CONTRACTOR

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner, any construction manager, Architect, Architect's consultants, the Inspector of Record, the State of California, and their respective agents, employees, officers, volunteers, Boards of Trustees, members of the Boards of Trustees, and directors ("Indemnitees"), from and against claims, actions, damages, liabilities, losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Contractor's, its Subcontractors', or its suppliers' performance of the Work, including but not limited to the Contractor's or its Subcontractors' use of the Site; the Contractor's or its Subcontractors' construction of the Project, or failure to construct the Project, or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment including,

but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Contractor or its Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Contractor, its Subcontractors, its suppliers, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Contractor shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

3.16.2 **SCOPE: SUBCONTRACTORS**

3.16.2.1 ***Indemnity.*** The Subcontractors shall defend, indemnify, and hold harmless the Indemnitees from and against claims, actions, damages, liabilities, and losses (including but not limited to injury or death of persons, property damage, and compensation owed to other parties), and expenses (including but not limited to attorneys' fees and costs including fees of consultants) alleged by third parties against Indemnitees arising out of or resulting from the following: Subcontractors' performance of the Work, including but not limited to the Subcontractors' use of the Site; the Subcontractors' construction of the Project or failure to construct the Project or any portion thereof; the use, misuse, erection, maintenance, operation, or failure of any machinery or equipment, including, but not limited to, scaffolds, derricks, ladders, hoists, and rigging supports, whether or not such machinery or equipment was furnished, rented, or loaned by any of the Indemnitees; or any act, omission, negligence, or willful misconduct of the Subcontractors or their respective agents, employees, material or equipment suppliers, invitees, or licensees but only to the extent caused in whole or in part by the acts or omissions of the Subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. This obligation to defend, indemnify and hold harmless includes any claims or actions by third parties arising out of or resulting from Labor Code section 2810. Subcontractors shall have no obligation to defend or indemnify the Indemnitees against claims, actions, damages, liabilities, losses, and expenses caused by the active negligence, sole negligence or willful misconduct of Indemnitees. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Subcontractors.

3.16.2.2 ***Joint and Several Liability.*** In the event more than one Subcontractor is connected with an accident or occurrence covered by this indemnification, then all such Subcontractors shall be jointly and severally responsible to each of the Indemnitees for indemnification, and the ultimate responsibility among such indemnifying Subcontractors for the loss and expense of any such indemnification shall be resolved without jeopardy to any Indemnitee. The provisions of the indemnity provided for herein shall not be construed to indemnify any Indemnitee for its own negligence if not permitted by law or to eliminate or reduce any other indemnification or right which any Indemnitee has by law or equity.

3.16.3 **NO LIMITATION**

The Contractor's and the Subcontractor's obligation to indemnify and defend the Indemnitees hereunder shall include, without limitation, any and all claims, damages, and costs: for injury to persons and property (including loss of use), and sickness, disease or death of any person; for breach of any warranty, express or implied; for failure of the Contractor or the Subcontractor to comply with any applicable governmental law, rule, regulation, or other requirement; and for products installed in or used in connection with the Work.

3.17 OWNER AS INTENDED BENEFICIARY

The Owner is an intended beneficiary of any architectural or engineering work secured by, or performed by, the Contractor to fulfill its obligations under the Contract. Contractor shall state in its contracts with architectural or engineering consultants that their work is for the intended benefit of the Owner.

3.18 NOTICE OF EXCUSE FOR NONPERFORMANCE

If Contractor believes that acts or omissions of Owner (including but not limited to Owner caused delay) have prevented Contractor from performing the Work as required by the Contract Documents and Contractor intends to rely on Owner's acts or omissions and Civil Code section 1511(1) as reasons to excuse Contractor's nonperformance or to support, among other things, Contractor's requests for time extensions under section 4.5, below, Contractor shall provide written notice of the excuse within five (5) days of the Owner's acts or omissions. If Contractor fails to timely submit the written notice, Contractor shall have waived any right to later rely on the acts or omissions as a defense to Contractor's nonperformance or as the basis for a time extension, regardless of the merits of the defense or time extension. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's management of the Work and Project and the mitigation of costs and delays to the Work and Project.

ARTICLE 4

ADMINISTRATION OF THE CONTRACT

4.1 ARCHITECT

4.1.1 DEFINITION

The Architect is the person lawfully licensed to practice architecture or an entity lawfully practicing architecture identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Architect" means the Architect or the Architect's authorized representative, and shall also refer to all consultants under the Architect's direction and control.

4.1.2 MODIFICATION

To the extent the Contract Documents indicate that Owner has assigned duties or responsibilities to the Architect, Owner reserves the right at all times to reassign such duties or responsibilities to different Owner representatives.

4.1.3 TERMINATION

In the case of the termination of the Architect, the Owner may appoint an architect or another construction professional or may perform such functions with its own licensed professional personnel. The status of the replacement Architect under the Contract Documents shall be that of the former architect.

4.2 ARCHITECT'S ADMINISTRATION OF THE CONTRACT

4.2.1 STATUS

The Architect will provide administration of the Contract and may be one of several Owner's representatives during construction, through release of all retention, and during the one (1) year period following the commencement of any warranties. The Architect will advise and consult with the Owner. The Architect will have authority to act on behalf of the Owner only to the extent set forth in the Owner/Architect agreement. The Architect will have all responsibilities and power established by law, including California Code of Regulations, Title 24, to the extent set forth in the Owner/Architect agreement.

4.2.2 SITE VISITS

The Architect will visit the Site at intervals necessary in the judgment of the Architect or as otherwise agreed by the Owner and the Architect in writing 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.

4.2.3 LIMITATIONS OF CONSTRUCTION RESPONSIBILITY

The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract Documents, or by tests, inspections, or approvals required or performed by persons other than the Contractor.

4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION

The Owner and the Contractor shall communicate through the Architect, unless there is a construction manager for the Project or the Owner directs otherwise. Communications between Owner and Subcontractors or material or equipment suppliers shall be through the Contractor.

4.2.5 PAYMENT APPLICATIONS

The Contractor shall submit payment applications to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise.

4.2.6 REJECTION OF WORK

The Architect, Inspector of Record, any construction manager and others may recommend to the Owner that the Owner reject Work which does not conform to the Contract Documents or that the Owner require additional inspection or testing of the Work in accordance with paragraph 13.5.5, whether or not the Work is fabricated, installed, or completed. However, no recommendation shall create a duty or responsibility to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

4.2.7 CHANGE ORDERS

The Architect will prepare change orders and construction change directives and may authorize minor changes in the Work.

4.2.8 WARRANTIES UPON COMPLETION

The Architect in conjunction with the Inspector of Record, or as otherwise directed by Owner, will conduct field reviews of the Work to determine the date of Completion, shall receive and forward to the Owner for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor. The handling by the Architect of such warranties, maintenance manuals, or similar documents shall not diminish or transfer to the Architect any responsibilities or liabilities required by the Contract Documents of the Contractor or other entities, parties, or persons performing or supplying the Work.

Except as may be otherwise directed by Owner, the Architect will conduct a field review of the Contractor's comprehensive list of items to be completed or corrected for development of a punch list and one (1) follow-up field review if required. The cost incurred by the Owner for further field reviews or the preparation of further punch lists by the Architect shall be invoiced to the Contractor and withheld from payment and/or retention.

4.2.9 INTERPRETATION

The Architect, Inspector of Record, any construction manager, the Owner or any independent consultant of Owner, as Owner deems appropriate, will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of the Contractor. The Owner's response to such requests will be made with reasonable promptness, while allowing sufficient time to permit adequate review and evaluation of the request.

4.2.10 ADDITIONAL INSTRUCTIONS

4.2.10.1 ***Architect's Interpretations and Decisions.*** 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 of and decisions regarding the Contract Documents, the Architect will endeavor to secure faithful performance under the Contract Documents by both the Owner and the Contractor and will not show partiality to either. The Work shall be executed in conformity with, and the Contractor shall do no work without, approved drawings, Architect's clarifying instructions, and/or submittals.

4.2.10.2 ***Typical Parts and Sections.*** Whenever typical parts or sections of the Work are completely detailed on the Drawings, and other parts or sections which are essentially of the same construction are shown in outline only, the complete details shall apply to the Work which is shown in outline.

4.2.10.3 ***Dimensions.*** Dimensions of Work shall not be determined by scale or rule. Figured dimensions shall be followed at all times. If figured dimensions are lacking on Drawings, Architect shall supply them on request. The Owner's decisions on matters relating to aesthetic effect will be final if consistent with the Contract Documents.

4.3 INSPECTOR OF RECORD

4.3.1 GENERAL

One or more Project inspectors ("Inspector of Record") employed by the Owner and approved by the Division of the State Architect will be assigned to the Work in accordance with the requirements of Title 24 of the California Code of Regulations. The Inspector of Record's duties will be as specifically defined in Title 24.

4.3.2 INSPECTOR OF RECORD'S DUTIES

All Work shall be under the observation of or with the knowledge of the Inspector of Record. The Inspector of Record shall have free access to any or all parts of the Work at any time. The Contractor shall furnish the Inspector of Record such information as may be necessary to keep the Inspector of Record fully informed regarding progress and manner of work and character of materials. Such observations shall not, in any way, relieve the Contractor from responsibility for full compliance with all terms and conditions of the Contract, or be construed to lessen to any degree the Contractor's responsibility for providing efficient and capable superintendence. The Inspector of Record is not authorized to make changes in the drawings or specifications nor shall the Inspector of Record's approval of the Work and methods relieve the Contractor of responsibility for the correction of subsequently discovered defects, or from its obligation to comply with the Contract Documents.

4.3.3 INSPECTOR OF RECORD'S AUTHORITY TO REJECT OR STOP WORK

The Inspector of Record shall have the authority to reject work that does not comply with the provisions of the Contract Documents. In addition, the Inspector of Record may stop any work which poses a probable risk of harm to persons or property. The Contractor shall instruct its employees, Subcontractors, material and equipment suppliers, etc., accordingly. The absence of any Stop Work order or rejection of any portion of the Work shall not relieve the Contractor from any of its obligations pursuant to the Contract Documents.

4.3.4 INSPECTOR OF RECORD'S FACILITIES

Within seven (7) days after notice to proceed, the Contractor shall provide the Inspector of Record with the temporary facilities as required under Division 1 of the Specifications.

4.4 RESPONSIBILITY FOR ADDITIONAL CHARGES INCURRED BY THE OWNER FOR PROFESSIONAL SERVICES

If at any time prior to the Completion of the requirements under the Contract Documents, through no fault of its own, the Owner is required to provide or secure additional professional services for any reason by any act or omission of the Contractor, the Contractor shall be invoiced by the Owner for any actual costs incurred for any such additional services, which costs may, among other remedies, be withheld from the progress payments and/or retention. Such invoicing shall be independent from any other Owner remedies, including but not limited to liquidated damages. If payments then or thereafter due to the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. Additional services shall include, but shall not be limited to, the following:

A. Services made necessary by the default of the Contractor.

B. Services made necessary due to the defects or deficiencies in the Work of the Contractor.

C. Services required by failure of the Contractor to perform according to any provision of the Contract Documents.

D. Services in connection with evaluating substitutions of products, materials, equipment, Subcontractors proposed by the Contractor, and making subsequent revisions to drawings, specifications, and providing other documentation required (except for the situation where the specified item is no longer manufactured or available).

E. Services for evaluating and processing Claims submitted by the Contractor in connection with the Work outside the established Change Order process.

F. Services required by the failure of the Contractor to prosecute the Work in a timely manner in compliance within the specified time for Completion.

G. Services in conjunction with the testing, adjusting, balancing and start-up of equipment other than the normal amount customarily associated for the type of Work involved.

H. Services in conjunction with more than one (1) re-review of required submittals of shop drawings, product data, and samples.

4.5 NOTICES OF POTENTIAL CHANGE, CHANGE ORDER REQUESTS, AND CLAIMS

If the Contractor identifies the potential for extra work, delay in the critical path schedule, or the need for additional money or time, or if the Contractor requests additional money or time, or if the Contractor believes that Owner has failed to pay amounts due or otherwise breached the Contract, or otherwise believes that it is entitled to a modification of the Contract terms and conditions, then Contractor shall follow the procedures in this Section 4.5 and Article 7, otherwise Contractor shall have waived its rights to pursue those issues and any later attempts to recover money or obtain a modification shall be barred. Contractor specifically acknowledges the Owner's and public's interest in, and need to know of, potential changes and disputes as early as possible so Owner can investigate, mitigate and resolve adverse cost and time impacts, if any. It is Contractor's obligation to know and comply with the requirements of Section 4.5 and Article 7, and Owner has no obligation to notify Contractor of any failure to comply with those requirements.

4.5.1 NOTICE OF POTENTIAL CHANGE

Contractor shall submit a written Notice of Potential Change for extra work, critical path delay, or additional money or time. Contractor shall submit written Notices of Potential Change to Owner within five (5) days of Contractor becoming aware of the issues creating the potential for change, unless the issues are, or may soon be, adversely affecting the costs or critical path of the Work, in which case the Contractor must submit the written notice without delay so the Owner may take immediate action to mitigate cost and schedule impacts of the change, if any. The

written notice shall explain the nature of the potential change so the Owner may take action to mitigate costs and schedule impacts, if necessary.

When submitting a written Notice of Potential Change based on extra work, Contractor shall not perform the extra work until directed in writing to do so by Owner. When submitting a written Notice of Potential Change for an issue of critical path delay, Contractor shall proactively mitigate the effects of the alleged delay as much as reasonably possible so as to minimize any impact to the schedule, until otherwise directed by Owner. If Contractor intends to rely on Owner's acts or omissions in support of a request for a time extension, then Contractor must also provide the notice set forth in section 3.18, above.

Failure to timely submit a written Notice of Potential Change shall constitute a complete waiver by Contractor of any right to later submit a change order request or pursue a Claim on that issue, or to later pursue any additional money or time extensions in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Contractor acknowledges that these written notices are of critical importance to the Owner's Work and Project management and the mitigation of Work and Project costs and delays.

4.5.2 **CHANGE ORDERS REQUESTS**

If, after submitting a written Notice of Potential Change pursuant to Section 4.5.1, Contractor continues to believes that it is entitled to additional money or time (including but not limited to grant of a time extension; payment of money or damages arising from work done by, or on behalf of, the Contractor, payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or an amount the payment of which is disputed by the Owner) based on an issue, then Contractor shall submit a Change Order Request ("COR") to Owner within twenty (20) days of (i) becoming aware of the issues creating a potential change, or (ii) the date by which it should have become aware of the issues creating a potential change. A rejection at any time or a lack of a rejection by Owner of a Notice of Potential Change does not affect the timeline for submitting a COR.

Failure to timely submit a COR related to an issue, or failure to comply with any of the COR requirements in the Contract shall constitute a complete waiver by Contractor of any right to later submit a COR or Claim on that issue, or to later pursue any additional money (including time extensions) in any manner related to that issue, regardless of the merits. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The COR shall state the grounds for the additional money or time requested and the amount of money or time requested, and Contractor shall include all information supporting the COR.

Contractor shall certify the COR using the form set forth in Section 4.5.5.1, except that every reference to "Claim" shall be changed to "COR." If a COR is submitted without certification, a certification can still be submitted within the timelines set forth in the first paragraph of section 4.5.2. If the COR is not timely certified, Contractor will have completely waived its rights to

any money or time for that issue. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

The Owner may accept the entire COR, accept part of the COR and reject the remainder, reject the entire COR, or request additional information. If the Owner does not respond within thirty (30) days by accepting the entire COR, accepting part of the COR and rejecting the remainder, or requesting additional information, the entire COR shall be deemed rejected as of the thirtieth (30th) day. If the Owner requests additional information, then the Contractor shall submit the information within fifteen (15) days of the date of the request and the Owner shall have fifteen (15) days after the receipt of the additional information to accept or reject (in whole or in part) the COR. If the Owner fails to respond within fifteen (15) days after the submission of additional information, the entire COR shall be deemed rejected as of the fifteenth (15th) day.

4.5.3 **DEFINITION OF CLAIM**

A "Claim" is a separate demand by the Contractor sent by registered or certified mail, return receipt requested, for (a) a time extension, including, without limitation, a request for relief from damages or penalties for delay assessed by Owner under the Contract Documents; (b) payment by Owner of money or damages arising from work done by, or on behalf of, the Contractor pursuant to the Contract Documents, and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (c) an amount the payment of which is disputed by the Owner. A Claim includes any claim within the scope of Public Contract Code section 20104 et seq. Resubmittal in any manner of a COR which was previously rejected under Section 4.5.2 constitutes a Claim, whether the COR was rejected in whole or in part, and whether the COR was rejected expressly or deemed rejected by Owner inaction. A Claim includes any dispute Contractor may have with the Owner, including one which does not require a Notice of Potential Change or COR under Sections 4.5.1 and 4.5.2, and includes an alleged breach of contract by the Owner. A Claim under this Article 4.5 shall also constitute a claim for purposes of the California False Claims Act. In the event of a conflict between a Claims provision in Division 1 of the Specifications and Section 4.5, Section 4.5 shall take precedence.

The Notice of Potential Change and COR procedures above are less formal procedures which precede the more formal Claim. A Notice of Potential Change does not constitute a Claim. A COR does not constitute a Claim; **except that** if insufficient time remains before the Claim deadline (see Article 4.5.4) for Contractor to submit a COR and for Owner to process and reject the COR under Article 4.5.2, then either (1) Contractor may submit a COR which Owner shall treat as a Claim, but only if the COR complies with all requirements in this Article 4.5 and Article 7 for COR's and Claims, or (2) a COR is not required so long as a Claim complying with this Article 4.5 is timely submitted.

A Claim does not include vouchers, invoices, progress payment applications, or other routine or authorized forms of requests for progress payments on the Contract; however, those documents remain "claims" for purposes of the California False Claims Act. A Claim does not include a Government Code Claim. ("Government Code Claim" means a claim under Government Code sections 900 et seq. and 910 et seq.)

4.5.4 TIME FOR SUBMITTING CLAIM; WAIVER

Contractor shall submit a Claim to the Owner's construction manager (or in the absence of a construction manager, to Architect and Owner) within thirty (30) days of the Owner's rejection of a COR in whole or in part, or of a COR being deemed rejected, pursuant to Section 4.5.2 above; but if a Claim has not been submitted as of the date that the Contractor Completes the Work and submittal of the Claim was not yet required under the Contract Documents, then the Claim shall be submitted within seven (7) days of Completion of the Work, and such Claim shall not be barred due to lack of a Notice of Potential Change or COR if the deadline for the Notice of Potential Change or COR was after Completion of the Work.

In addition, within seven (7) days of Completion of the Work, Contractor shall submit to Owner, in writing, a list and summary of all Claims for money or time extensions under or arising out of this Contract which were timely filed, which were fully compliant with the Contract's requirements for Claims, and which the Contractor wishes to pursue in whole or in part. This Claim summary requirement shall not extend the time for submitting a Claim.

Failure to timely submit a Claim or Claim summary, failure to specifically identify a Claim in the Claim summary, or failure to comply with any of the requirements in the Contract for a Claim, including but not limited to this Article 4, will act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim for the money or time (see Section 4.5.6.4), and (c) initiate any action, proceeding or litigation for the money or time, regardless of the merits; Contractor will not have satisfied a condition precedent or exhausted administrative remedies. Owner does not have an obligation to reject the Claim for a failure to comply with any of the Claim requirements in the Contract, including the lack of certification, and any failure by Owner to reject, or any delay in rejecting, a Claim on that basis does not waive the Owner's right to reject the Claim on that basis at a later time. In no event may the Contractor reserve its rights to assert a Claim for a time extension or additional money beyond the timelines set forth in this provision unless the Owner agrees in writing to allow the reservation.

4.5.5 CONTENT OF CLAIM

4.5.5.1 *Claim Format; Waiver*

Every Claim shall be in writing. All money or time extensions sought must be stated and itemized in the Claim at the time submitted. The responsibility to substantiate Claims shall rest with the Contractor, and the Contractor shall furnish reasonable documentation to support each Claim, including as applicable, that documentation set forth in sections 4.5.5.2 through 4.5.5.4. In addition, the Contractor shall include a certification with each and every Claim at the time of submission, as follows:

> I, _____ *[name of declarant]*, declare the following:
>
> _____ *[Contractor company name]* has contracted with ____ *[public entity name]* for the _____ Contract ("Contract").

_____ *[Contractor company name]* authorized me to prepare the attached Claim for money and/or time extension for _____ *[public entity name]* regarding this Contract (such Claim being dated _____, 20__, and entitled _____, and requesting $_____ and/or ___ additional days), and I prepared the attached Claim. I am the most knowledgeable person at _____ *[Contractor company name]* regarding this Claim.

The attached Claim complies with all laws applicable to submission of a Claim, including but not limited to California Penal Code section 72, Government Code sections 12650 et seq. (False Claims Act), and Business and Professions Code sections 17200 et seq. (Unfair Business Practices Act). I am aware that submission or certification of false claims, or other claims that violate law or the Contract, may lead to fines, imprisonment, and/or other serious legal consequences for myself or _____ *[Contractor company name]*.

The attached Claim does not breach the Contract, is not a false claim, does not violate any applicable law, satisfies all provisions of the Contract applicable to submission of the Claim, only contains truthful and accurate supporting data, and only requests money and/or time extensions that accurately reflect the adjustments to money and time for which I believe that _____ *[public entity name]* is responsible under its Contract with _____ *[Contractor company name]*.

While preparing this declaration and Claim I consulted with others (including attorneys, consultants, or others who work for _____ *[Contractor company name]*) when necessary to ensure that the statements were true and correct.

Contractor understands and agrees that any Claim submitted without this certification does not meet the terms of the Contract Documents; that Owner, or Owner's representatives, may reject the Claim on that basis; and that unless Contractor properly and timely files the Claim with the certification, Contractor cannot further pursue the Claim in any forum and all rights to additional money or time for the issues covered by the Claim are waived due to a condition precedent not having been satisfied.

I declare under the penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed _____, 20__, at _____, California.

_____ *[signature]*
_____ *[name of declarant]*

Contractor's failure to timely submit a certification will constitute a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.3) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.5.2 *Claims for Additional Money*

Each Claim for additional money (including but not limited to those described in (b) and (c) of the first paragraph of Section 4.5.3) must include all facts supporting the Claim, including but not limited to all supporting documentation plus a written analysis as to (a) why the claimed cost was incurred, (b) why Contractor could not mitigate its costs, (c) why the claimed cost is the responsibility of the Owner, and (d) why the claimed cost is a reasonable amount. In no event will the Contractor be allowed to reserve its rights to assert a Claim for money at a later time, unless the Owner expressly agrees in writing to allow the reservation. Any costs, direct or indirect, not asserted shall be waived. A Claim may not include any costs incurred in preparation of the Claim or in preparation of any underlying COR, including but not limited to costs of delay analysis.

4.5.5.3 *Claims for Additional Time*

4.5.5.3.1 *Notice of Extent of Claim*

If the Contractor wishes to make a Claim for an increase in the Contract Time (including but not limited to Section 4.5.3(a)), the Claim shall include, but not be limited to, all facts supporting the Claim, all documentation of such facts, all information required by the Contract Documents, and a current schedule and delay analysis explaining (a) the nature of the delay, (b) the Owner's responsibility for the claimed delay, (c) the claimed delay's impact on the critical path, (d) the claimed delay's impact on the date of Completion (including an analysis of any float still remaining and whether the alleged delay in work exceeds such remaining float), and (e) why Contractor could not mitigate the delay impacts.

In the case of a continuing delay, only one (1) initial Claim is necessary that is based on estimates of when the continuing delay will end, but within thirty (30) days of the end of the continuing delay an updated final Claim must be submitted, which shall also be certified. In no event will the Contractor be allowed to reserve its rights to assert a Claim for a time extension, unless the Owner expressly agrees in writing to allow the reservation. Any time extension not asserted shall be waived.

4.5.5.3.2 *Unusually Severe Weather Claims*

If unusually severe weather is the basis for a Claim for additional time, Contractor must provide Owner data and facts showing that the weather conditions were abnormal for the period of time, could not have been reasonably anticipated or mitigated, and had an adverse effect on the critical path of the scheduled construction.

4.5.5.4 ***"Pass Through" Claims***

A Subcontractor or supplier to Contractor may not submit a request for additional time or money directly to the Owner. If a subcontractor or supplier submits a request for additional money or time to Contractor and Contractor wishes to pass it through to Owner, then Contractor must comply with all requirements of Section 4.5, including Notices of Potential Change, Change Order Requests, and Claims, and Public Contract Code section 9204(d)(5). Contractor must prepare and submit its own analysis of the Subcontractor's request, and the Claim must include a copy of the Subcontractor's request along with any other necessary supporting documentation.

In addition to the other requirements in the Contract Documents, including but not limited to this Section 4.5, the Contractor's analysis of the Subcontractor's request must include Contractor's detailed explanation as to why the Subcontractor or supplier's request is the Owner's responsibility, including Contractor's analysis of (a) why the amount of damages the Subcontractor or supplier requests is justified and appropriate, (b) how Contractor's breach of the subcontract caused the Subcontractor or supplier to incur these damages, and (c) how the Owner's breach of the Contract caused the Contractor's breach of the subcontract. Any Contractor Claim that fails to include the above information, or that states that Owner is responsible for the Subcontractor's request only in the event that Contractor is found to owe money to Subcontractor, shall act as a complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6.4) for the money or time, and (c) initiate any action, proceeding or litigation for the money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

4.5.6 PROCEDURES FOR CLAIMS (PUBLIC CONTRACT CODE SECTION 9204)

Claims are subject to this section 4.5.6 and Public Contract Code section 9204, as well as the separate procedures and substantive provisions of Sections 4.5.1 through 4.5.5 and the rest of the Contract Documents. Claims of $375,000 or less must also comply with Public Contract Code sections 20104 et seq., but to the extent that one of the procedures in Sections 20104 et seq. conflicts with the procedures in Section 9204, the requirements of Section 9204 shall control.

4.5.6.1 ***Claims***

The Owner shall conduct a reasonable review of the Claim and shall respond in writing to any written Claim within 45 days of receipt of the Claim. During that 45-day period, plus any extension, Owner may request, in writing, additional documentation supporting the Claim or relating to defenses to the Claim the Owner may have against the Contractor. Owner shall review any additional documentation Contractor supplies in response to that request within the 45 day, plus any extension, timeline.

After receipt of a Claim, the 45-day period may be extended by Owner and Contractor. The written response shall identify which portion of the Claim is disputed and what portion is undisputed. If Owner needs approval from its governing board to provide the written response, and the governing board does not meet within the 45 days or any extended period of time, then

the Owner shall have up to three days after the next publicly noticed meeting of the governing board to provide the written response. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written response. Owner's failure to respond to a Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.2 ***Meet and Confer***

If the Contractor disputes the Owner's written response, or the Owner fails to respond within the time prescribed, the Contractor may so notify the Owner, in writing, either within 15 days of receipt of the Owner's response or within 15 days of the Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a written demand sent by registered or certified mail return receipt requested, the Owner shall schedule a meet and confer conference for settlement of the dispute, which shall take place within 30 days of the demand. Upon written agreement of the Owner and Contractor, the conference may take place during regularly scheduled Project meetings.

If Contractor fails to timely notify the Owner that it wishes to meet and confer pursuant to the previous paragraph, then Contractor will have waived all rights to (a) recover money or time on the issues for which a Claim was required, (b) submit a Government Code Claim (see Section 4.5.6) for such money or time, and (c) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Within ten (10) business days after the conclusion of the meet and confer conference, the Owner shall give a written statement to the Contractor identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the Owner issues the written statement. Within ten (10) business days of issuance of Owner's written statement, Contractor shall identify in writing the disputed portion of the Claim that shall be submitted to non-binding mediation (which may consist of any nonbinding process, including but not limited to neutral evaluation or a dispute review board), with the Owner and Contractor sharing the costs equally. The Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the Contractor has identified in writing the disputed portion of the Claim. If they cannot agree upon a mediator, then each shall select a mediator and those two mediators shall select a qualified neutral third party to mediate the disputed portion of the Claim. (Each party shall bear the fees and costs its respective mediator charged in connection with the selection of the neutral mediator). The parties may mutually waive in writing the requirement for mediation. If Contractor fails to timely notify the Owner in writing that it wishes to mediate pursuant to this paragraph, Contractor will have waived all right to further pursue the Claim pursuant to section 4.5.4. The parties shall reasonably cooperate to schedule and attend a mediation as soon as reasonably possible. Owner's failure to respond to the Claim within the above time periods or to otherwise meet the above time requirements shall result in the Claim being deemed rejected in its entirety.

4.5.6.3 *Government Code Claim*

If the Claim or any portion remains in dispute after the mediation and Contractor wishes to pursue it, the Contractor **must** file a timely and proper Government Code Claim. The filing of a Government Code Claim is specifically required in addition to all contractual procedures described in Sections 4.5 through 4.5.6.2. The above contractual procedures do not act as a substitute for the Government Code Claim process, and the two sets of procedures shall be sequential with the contractual procedures coming first.

Failure to timely file a Government Code Claim shall act as complete waiver of Contractor's rights to (a) recover money or time on the issues for which a Government Code Claim was required, and (b) initiate any action, proceeding or litigation for such money or time. Contractor will not have satisfied a condition precedent or exhausted administrative remedies.

Owner and Contractor shall proceed with the Government Code Claim according to Government Code, Section 900 et seq., and as otherwise permitted by law. For purposes of the applicable Government Code provisions, and as provided in Public Contract Code section 20104.2(e), the running of the time period within which a Contractor must file a Government Code Claim shall be tolled from the time the Contractor submits a written Claim under Article 4.5 until the time that the Claim is denied, in whole or in part, as a result of the meet and confer process in Section 4.5.6.2, including any period of time utilized by the meet and confer process.

4.5.7 CONTINUING CONTRACT PERFORMANCE

Despite submission or rejection of a Notice of Potential Change, COR or Claim, the Contractor shall proceed diligently with performance of the Contract as directed by Owner, and the Owner shall continue to make any undisputed payments in accordance with the Contract.

4.5.8 CLAIMS FOR CONCEALED OR UNKNOWN CONDITIONS

4.5.8.1 *Trenches or Excavations Less Than Four Feet Below the Surface*

If Contractor encounters conditions at the Site which are subsurface or otherwise concealed physical conditions, which differ materially from those indicated in the Contract Documents, or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall give notice to the Owner promptly before conditions are disturbed and in no event later than ten (10) days after first observance of the conditions. If Contractor believes that such conditions differ materially and will cause an increase in the Contractor's cost of, time required for, or performance of any part of the Work, Contractor must comply with the provisions above for Notice of Potential Change, Change Order Request, and Claims (beginning with Section 4.5.1).

4.5.8.2 *Trenches or Excavations Greater Than Four Feet Below the Surface*

Pursuant to Public Contract Code section 7104, when any excavation or trenching extends

greater than four feet below the surface:

4.5.8.2.1 The Contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any:

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

(2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.

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

4.5.8.2.2 The public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work shall issue a change order under the procedures described in the Contract.

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

4.5.9 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, any of the other party's employees or agents, or others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding ten (10) days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. For a Notice of Potential Change, COR and Claim for additional cost or time related to this injury or damage, Contractor shall follow Section 4.5.

ARTICLE 5

SUBCONTRACTORS

5.1 DEFINITIONS

5.1.1 SUBCONTRACTOR

A Subcontractor is a person or entity, who has a contract with the Contractor to perform a portion of the Work at the Site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor. To the extent that the term Trade Contractor is utilized in the Contract Documents, it shall have the same meaning as the term "Subcontractor."

5.1.2 SUB-SUBCONTRACTOR

A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the Site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.1.3 SPECIALTY CONTRACTORS

If a Subcontractor is designated as a "Specialty Contractor" as defined in section 7058 of the Business and Professions Code, all of the Work outside of that Subcontractor's specialty shall be performed in compliance with the Subletting and Subcontracting Fair Practices Act, Public Contract Code sections 4100, et seq.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

5.2.1 ASSIGNMENT OR SUBSTITUTION - CONSENT OF OWNER

In accordance with Public Contract Code sections 4107 and 4107.5, no Contractor whose bid is accepted shall, without the written consent of the Owner: substitute any person or entity as a Subcontractor in place of the Subcontractor designated in the original bid; permit any such Subcontract to be assigned or transferred, or allow it to be performed by any person or entity other than the original Subcontractor listed in the original bid; sublet or subcontract any portion of the Work in excess of one-half of one percent (0.5%) of the Contractor's total bid as to which its original bid did not designate a Subcontractor. Any assignment or substitution made without the prior written consent of the awarding authority shall be void, and the assignees shall acquire no rights in the Contract. Any consent, if given, shall not relieve Contractor or its Subcontractors from their obligations under the terms of the Contract Documents.

5.2.2 **GROUNDS FOR SUBSTITUTION**

Pursuant to Public Contract Code section 4107 and the procedure set forth therein, no Contractor whose bid is accepted may request to substitute any person or entity as a Subcontractor in place of a Subcontractor listed in the original bid except in the following instances:

A. When the Subcontractor listed in the bid after having a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans and specifications for the Project involved or the terms of that Subcontractor's written bid, is presented to the Subcontractor by the Contractor;

B. When the listed Subcontractor becomes insolvent or the subject of an order for relief in bankruptcy;

C. When the listed Subcontractor fails or refuses to perform his or her Subcontract;

D. When the listed Subcontractor fails or refuses to meet the bond requirements of the prime contractor set forth in Public Contract Code section 4108.

E. When the Contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions of Public Contract Code section 4107.5, that the name of the Subcontractor was listed as the result of inadvertent clerical error;

F. When the listed Subcontractor is not licensed pursuant to the Contractors License Law; or

G. When the awarding authority, or its duly authorized officer, determines that the Work being performed by the listed Subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or the Subcontractor is substantially delaying or disrupting the progress of the Work.

H. When the listed Subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 of the Labor Code.

I. When the awarding authority determines that a listed Subcontractor is not a responsible contractor.

5.2.2.1 ***No Change in Contract.*** Any substitutions of Subcontractors shall not result in any increase in the Contract Sum or result in the granting of any extension of time for a Milestone Deadline or the Completion of the Work.

5.2.2.2 ***Substitution Due to Clerical Error.*** The Contractor, as a condition of asserting a claim of inadvertent clerical error in the listing of a Subcontractor, shall, pursuant to Public

Contract Code section 4107.5, within two (2) working days after the time of the prime bid opening by the awarding authority, give written notice to the awarding authority and copies of such notice to both the Subcontractor it claims to have listed in error, and the intended Subcontractor who had bid to the Contractor prior to bid opening. Any listed Subcontractor who has been notified by the Contractor in accordance with the provisions of this section as to an inadvertent clerical error, shall be allowed six (6) working days from the time of the prime bid opening within which to submit to the awarding authority and to the Contractor written objection to the Contractor's claim of inadvertent clerical error.

In all other cases, the Contractor must make a request in writing to the awarding authority for the substitution of a subcontractor, giving reasons therefore. The awarding authority shall mail a written notice to the listed Subcontractor giving reasons for the proposed substitution. The listed Subcontractor shall have five (5) working days from the date of such notice within which to file with the awarding authority written objections to the substitution.

Failure to file written objections pursuant to the provisions of this section within the times specified herein shall constitute a complete waiver of objection to the substitution by the listed Subcontractor and, where the ground for substitution is an inadvertent clerical error, an agreement by the listed Subcontractor that an inadvertent clerical error was made.

If written objections are filed, the awarding authority shall give five (5) days notice to the Contractor and to the listed Subcontractor of a hearing by the awarding authority on the Contractor's request for substitution as provided in Public Contract Code section 4107. The determination by the awarding authority shall be final.

5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all obligations and responsibilities, which the Contractor, by the Contract Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound. Upon written request of the Subcontractor, the Contractor shall identify to the Subcontractor the terms and conditions of the proposed subcontract agreement, which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner provided that:

A. Assignment is effective only after termination of the Contract with the Contractor by the Owner for cause pursuant to Article 14 and only for those subcontract agreements which the Owner accepts by notifying the Subcontractor in writing; and

B. Assignment is subject to the prior rights of the surety, if any, obligated under any bond relating to the Contract.

5.5 SUBCONTRACTOR'S RESPONSIBILITIES

Every Subcontractor is bound to the following provisions, unless specifically noted to the contrary in the Subcontractor's contract subject to the limitations of section 5.3.

5.5.1 SUPERVISION BY SUBCONTRACTORS

Subcontractors shall efficiently supervise their Work, using their best skill and attention. Each of them shall carefully study and compare all Drawings, Specifications, and other instructions, shall at once report to Contractor any error or omission which any of them may discover, and shall subsequently proceed with the Work in accordance with instructions from the Contractor concerning such error or omission. Each Subcontractor shall be fully responsible for and shall bear the full risk of loss of all of its property.

5.5.2 DISCIPLINE AND ORDER

Each Subcontractor shall at all times enforce strict discipline and good order among its Subcontractors, material or equipment suppliers, or their agents, employees, and invitees, and shall establish and maintain surveillance over the activities of each of the foregoing to minimize any disturbance, damage, pollution, or unsightly conditions relative to property areas adjacent to or in the vicinity of the Site. The Contractor shall have the right to remove from the Work any employee of a Subcontractor for any reason including, without limitation, incompetence or carelessness.

5.5.3 DEFECTS DISCOVERED

Should the proper and accurate performance of the Work depend upon the proper and accurate performance of other work not included in its Contract, each Subcontractor shall use all necessary means to discover any defect in such other work and shall allow the Contractor, the Owner and Architect, or other Subcontractors as Contractor elects, a reasonable amount of time to remedy such defects. If the Subcontractor should proceed with its Work, it shall be considered to have accepted such other work, unless the Subcontractor shall have proceeded pursuant to

instructions in writing by the Contractor over its written objection.

5.5.4 SUBCONTRACTOR INFORMATION

Each Subcontractor shall submit to the Owner, the Contractor, or the Architect, as the case may be, promptly when requested by any of the foregoing, information with respect to the names, responsibilities, and titles of the principal members of its staff, the adequacy of the Subcontractor's equipment and the availability of necessary materials and supplies. Subcontractor shall fully cooperate with Contractor in its periodic review of the adequacy of Subcontractor's supervision, personnel, and equipment, and the availability of necessary materials and supplies and shall promptly comply with the requirements of the Contractor with respect thereto.

5.5.5 TEMPORARY STRUCTURES

Each Subcontractor shall furnish at its expense its own temporary facilities and storage except those specifically agreed to be furnished to it by the Contractor in the Subcontract Agreement. Subcontractor's material storage rooms and field offices, etc., will be placed in locations designated by the Contractor. When it becomes necessary due to the progress of the Work for the Subcontractor to relocate its field operations, it will do so in an expeditious manner and at no additional cost to Contractor or Owner. The construction of material storage rooms and field offices, etc., will be of fire resistive material only, such as concrete or gypsum block, rated drywall, or sheet metal.

5.5.6 CHARGES TO SUBCONTRACTOR

Each Subcontractor may be subject to the Contractor's reasonable charges for hoisting, repair to other work caused by the fault or negligence of Subcontractor, removal of Subcontractor's rubbish, and clean-up occasioned by Subcontractor.

5.5.7 FINES IMPOSED

Subcontractor shall comply with and pay any fines or penalties imposed for violation of any applicable law, ordinance, rule, regulation, Environmental Impact Report mitigation requirement, and lawful order of any public authority, including, without limitation, all OSHA and California OSHA requirements and those of other authorities having jurisdiction of the safety of persons or property.

5.5.8 PROJECT SIGNS

Each Subcontractor shall not display on or about the Project any sign, trademark, or other advertisement. The Owner will permit a single Project sign, which shall be subject to the Owner's prior and sole discretion and approval, as to all matters including, without limitation, size, location, material, colors, style and size of printing, logos and trademarks (if any), text, and selection of names to be displayed.

5.5.9 REMEDIES FOR FAILURE TO PERFORM

Without limitation of any other right or remedy available to Contractor under the Contract Documents or at law, should: the Subcontractor fail to perform its portion of the Work in a skilled and expeditious manner in accordance with the terms of the Contract Documents with sufficient labor, materials, equipment, and facilities; delays the progress of the job or otherwise fail in any of its obligations; or either a receiver is appointed for the Subcontractor or the Subcontractor is declared to be bankrupt or insolvent, and such appointment, bankruptcy, or insolvency proceedings or declaration is not set aside within thirty (30) days, then the Contractor, upon three (3) days notice to the Subcontractor (subject to the requirements of Pub. Contracts Code, § 4107), may provide such labor, materials, or perform such work and recover the cost plus profit and overhead from monies due or to become due thereafter to the Subcontractor. The Contractor may terminate the employment of the Subcontractor, taking possession of its tools, materials, and equipment related to the Work and cause the entire portion of the Subcontractor's Work to be finished either by another Subcontractor or through the Contractor's own forces.

5.5.10 DISPUTES NOT TO AFFECT WORK

In the event of any dispute as to whether or not any portion of the Work is within the scope of the Work to be performed by a Subcontractor, or any dispute as to whether or not the Subcontractor is entitled to a Change Order for any Work requested of it or entitled to payment, the Subcontractor shall continue to proceed diligently with the performance of the Work. Regardless of the size or nature of the dispute, the Subcontractor shall not under any circumstances cease or delay performance of its portion of the Work during the existence of the dispute. The Contractor shall continue to pay the undisputed amounts called for under the Subcontract Agreement during the existence of the dispute. Any party stopping or delaying the progress of the Work because of a dispute shall be responsible in damages to the Owner, the Architect, and the Contractor for any losses suffered as a result of the delay.

5.5.11 APPLICATION FOR PAYMENT

Contractor agrees to advise the Subcontractor if any documentation in connection with the Subcontractor's application for payment has not been accepted or is in any way unsatisfactory.

5.5.12 COMPLIANCE WITH PROCEDURES

Each Subcontractor shall comply with all procedures established by the Contractor for coordination among the Owner, the Owner's consultants, Architect, Contractor, and the various Subcontractors for coordination of the Work with all local municipal authorities, government agencies, utility companies, and any other agencies with jurisdiction over all or any portion of the Work. The Subcontractor shall cooperate fully with all of the foregoing parties and authorities.

5.5.13 ON-SITE RECORD KEEPING

Subcontractor shall comply with all on-Site record keeping systems established by the Contractor

and shall, upon the request of the Contractor, provide the Contractor with such information and reports as the Contractor may deem appropriate. Without limitation of the foregoing, the Subcontractor shall assemble all required permits and certificates so that they are readily accessible at the Site.

5.5.14 **NON-EXCLUSIVE OBLIGATIONS**

The specific requirements of Article 5 are not intended to exclude the obligation of the Subcontractor to comply with any of the other provisions of the General Conditions and the other Contract Documents which are relevant to the proper performance of its portion of the Work.

ARTICLE 6

CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 **OWNER'S RIGHTS**

The Owner reserves the right to perform Project work related to the Contract with the Owner's own forces, or to award separate contracts in connection with such other work or other construction or operations on the Site under conditions of the Contract identical or substantially similar to these including those portions related to insurance. Upon the election to perform such work with its own forces or by separate contracts, the Owner shall notify the Contractor. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall proceed pursuant to Section 4.5 in the Contract Documents.

6.1.2 **DESIGNATION AS CONTRACTOR**

When separate contracts are awarded for different portions of the Project or other construction or operations on the Site, the term "Contractor" in the Contract Documents in each of those contracts shall mean the contractor who executes each separate Owner/Contractor agreement.

6.1.3 **CONTRACTOR DUTIES**

Although the Owner shall have overall responsibility for coordination and scheduling of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, Contractor shall cooperate with Owner. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor until subsequently revised.

6.1.4 OWNER OBLIGATIONS

Unless otherwise provided in the Contract Documents, when the Owner performs work related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations, and to have the same rights, which apply to the Contractor under the General Conditions, including, without excluding others, those stated in Article 3, this Article 6 and Articles 10 and 12.

6.2 MUTUAL RESPONSIBILITY

6.2.1 DELIVERY AND STORAGE

The Contractor shall afford the Owner and separate contractors reasonable opportunity for delivery and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the separate contractors' construction and operations with theirs as required by the Contract Documents.

6.2.2 NOTICE BY CONTRACTOR

If part of the Contractor's Work depends upon proper execution or results from work by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Owner patent 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 Owner'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 reasonably discoverable.

6.2.3 COSTS INCURRED

Costs, expenses, and damages caused by delays, improperly timed activities, defective construction, or damages to another's work/Work or property shall be borne by the party responsible. Should Contractor cause damage to the work or property of any other contractor on the Project, or to the Project or the property of a third party, or cause any delay to any such contractor or third party, the Contractor shall defend, indemnify and hold Owner harmless for such damage or delay under Section 3.16, above. Owner may withhold from progress payments and/or retention for the cost of such damage or delay.

6.2.4 CORRECTION OF DAMAGE

The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors.

6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors, and the Owner as to the

responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section 3.13, the Owner may clean up and allocate the cost among those responsible as the Owner determines to be just.

ARTICLE 7

CHANGES IN THE WORK

7.1 CHANGES

7.1.1 NO CHANGES WITHOUT AUTHORIZATION

The Owner reserves the right to change the Work by making such alterations, deviations, additions to, or deletions from the plans and specifications, as may be deemed by the Owner to be necessary or advisable for the proper Completion or construction of the Work contemplated, and Owner reserves the right to require Contractor to perform such work. No adjustment will be made in the Contract unit price of any Contract item regardless of the quantity ultimately required.

Owner shall compensate Contractor with money or grant extra time for any extra work ordered by the Owner to be performed. Contractor shall follow the provisions of 7.6 and 7.7 when requesting additional money or additional time. Contractor shall expeditiously perform all extra work upon direction, even if no agreement has been reached on extra time or money. For all such changes resulting in a credit to Owner, Contractor shall follow 7.5 and 7.7 in providing the credit to Owner. Contractor shall bring all potential credits to the Owner's attention.

There shall be no change whatsoever in the drawings, specifications, or in the Work or payments under the Contract Documents without an executed Change Order, Construction Change Directive, or order by the Owner pursuant to Section 7.1.2. Owner shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the same shall have been properly requested under Section 4.5 and authorized by, and the cost thereof approved in writing by, Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless request for such extension is properly made under Section 4.5 and such time is thereof approved in writing by Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

7.1.2 AUTHORITY TO ORDER MINOR CHANGES

The Owner has authority to order minor changes in the Work not involving any adjustment in the Contract Sum, an extension of the Contract Time, or a change which is inconsistent with the intent of the Contract Documents. Such changes shall be effected by written Construction Change Directive and shall be binding on the Contractor. The Contractor shall carry out such written orders promptly.

7.2 CHANGE ORDERS ("CO")

A CO is a written instrument signed by the Owner and the Contractor, stamped (or sealed) and signed by Architect, and approved by the Owner's Governing Board and DSA, stating the agreement of Owner and Contractor upon all of the following:

A. A change in the Work;

B. The amount of the adjustment in the Contract Sum, if any; and

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

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

7.3 CONSTRUCTION CHANGE DIRECTIVES ("CCD")

7.3.1 DEFINITION

A CCD is a written unilateral order signed by the Owner, and if necessary by the Architect, directing a change in the Work and stating an adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions pursuant to Section 7.1.1.

7.3.2 USE TO DIRECT CHANGE

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change, COR and Claim procedures of Section 4.5 if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

7.4 REQUEST FOR INFORMATION ("RFI")

7.4.1 DEFINITION

An RFI is a written request prepared by the Contractor asking the Owner to provide additional information necessary to clarify an item which the Contractor feels is not clearly shown or called for in the drawings or specifications, or to address problems which have arisen under field

conditions.

7.4.2 **SCOPE**

The RFI shall reference all the applicable Contract Documents including specification section, detail, page numbers, drawing numbers, and sheet numbers, etc. The Contractor shall make suggestions and/or interpretations of the issue raised by the RFI. An RFI cannot modify the Contract Sum, Contract Time, or the Contract Documents.

7.4.3 **RESPONSE TIME**

Unless Owner expressly directs otherwise in writing, Contractor shall submit RFIs directly to the Architect, with copies forwarded to the Owner. Contractor shall submit a revised and updated priority schedule with each RFI. The Architect shall endeavor to follow the Contractor's requested order of priorities. The Owner and Contractor agree that an adequate time period for the Architect (or other designated recipient of the RFI) to respond to an RFI is generally fourteen (14) calendar days after the Architect's receipt of an RFI, unless the Owner and Contractor agree otherwise in writing. However, in all cases, the Architect shall take such time, whether more or less than 14 days, as is necessary in the Architect's professional judgment to permit adequate review and evaluation of the RFI. If Contractor informs the Architect that it needs a response to an RFI expedited to avoid delay to the critical path, the Architect shall provide a response as quickly as reasonably possible. The total time required for the Architect to respond is subject to the complexity of the RFI, the number of RFI's submitted concurrently and the reprioritization of pending RFI's submitted by the Contractor, among other things. If Contractor believes that the Architect's response results in a change in the Work that warrants additional money or time, or that Architect's response was unreasonably delayed and caused delay to the Work's critical path, Contractor shall follow the procedures for additional money or time under Section 4.5. No presumption shall arise as to the timeliness of the response if the response is more than fourteen (14) days after the Architect's receipt of the RFI. Contractor shall review the Contract Documents before submitting an RFI to ensure that the information is not already in the Contract Documents. To compensate the Owner for time and costs incurred for each time the information was already in the Contract Documents, Owner may withhold $100 from progress payments or retention in addition to any other remedies which Owner may have the right to pursue.

7.4.4 **COSTS INCURRED**

The Contractor shall be invoiced by the Owner for any costs incurred for professional services, which shall be withheld from progress payments or retention, if an RFI requests an interpretation or decision of a matter where the information sought is equally available to the party making such request.

7.5 **REQUEST FOR PROPOSAL ("RFP")**

7.5.1 **DEFINITION**

An RFP is Owner's written request asking the Contractor to submit to the Owner an estimate of

the effect, including credits, of a proposed change on the Contract Sum and the Contract Time.

7.5.2 SCOPE

An RFP shall contain adequate information, including any necessary drawings and specifications, to enable Contractor to provide the cost breakdowns required by section 7.7. The Contractor shall not be entitled to any additional money for preparing a response to an RFP, whether ultimately accepted or not.

7.6 CHANGE ORDER REQUEST ("COR")

7.6.1 DEFINITION

A COR is a written request prepared by the Contractor asking the Owner for additional money or time.

7.6.2 CHANGES IN PRICE

A COR shall include breakdowns per section 7.7 to validate any proposed change in Contract Sum.

7.6.3 CHANGES IN TIME

Where a change in a Milestone Deadline or Contract Time is requested, a COR shall also include delay analysis to validate any proposed change, and shall meet all requirements in these General Conditions, including but not limited to Section 8.4. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Work schedule as defined in section 3.9 and Division 1 of the Specifications.

7.7 PRICE OF CHANGE ORDERS

7.7.1 SCOPE

Any COR shall provide in writing to the Owner, the Architect and any construction manager, the effect of the proposed CO upon the Contract Sum and the actual cost of construction, which shall include a complete itemized cost breakdown of all labor and material showing actual quantities, hours, unit prices, wage rates, required for the change, and the effect upon the Contract Time of such CO.

7.7.2 DETERMINATION OF COST

The amount of the increase or decrease in the Contract Sum resulting from a CO, if any, shall be determined in one or more of the following ways as applicable to a specific situation:

A. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

B. Unit prices stated in the Contractor's original bid, the Contract Documents, or subsequently agreed upon between the Owner and the Contractor;

C. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

D. By cost of material and labor and percentage of overhead and profit. If the value is determined by this method the following requirements shall apply:

1. **Daily Reports by Contractor**.

a) General: At the close of each working day, the Contractor shall submit a daily report to the Inspector of Record and any construction manager, on forms approved by the Owner, together with applicable delivery tickets, listing all labor, materials, and equipment involved for that day, the location of the work, and for other services and expenditures when authorized concerning extra work items. An attempt shall be made to reconcile the report daily, and it shall be signed by the Inspector of Record and the Contractor. In the event of disagreement, pertinent notes shall be entered by each party to explain points which cannot be resolved immediately. Each party shall retain a signed copy of the report. Reports by Subcontractors or others shall be submitted through the Contractor.

b) Labor: Show names of workers, classifications, and hours worked.

c) Materials: Describe and list quantities of materials used.

d) Equipment: Show type of equipment, size, identification number, and hours of operation, including, if applicable, loading and transportation.

e) Other Services and Expenditures: Describe in such detail as the Owner may require.

2. **Basis for Establishing Costs**.

a) Labor will be the actual cost for wages prevailing locally for each craft or type of workers at the time the extra work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension, vacation, apprenticeship funds, and other direct costs resulting from Federal, State, or local laws, as well as assessments or benefits required by lawful collective bargaining agreements. The use of a labor classification, which would increase the extra work cost, will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice

for equipment rental.

b) Materials shall be at invoice or lowest current price at which such materials are locally available and delivered to the Site in the quantities involved, plus sales tax, freight, and delivery.

The Owner reserves the right to approve materials and sources of supply or to supply materials to the Contractor if necessary for the progress of the Work. No markup shall be applied to any material provided by the Owner.

c) Tool and Equipment Rental. No payment will be made for the use of tools which have a replacement value of $100 or less.

Regardless of ownership, the rates to be used in determining equipment rental costs shall not exceed listed rates prevailing locally at equipment rental agencies or distributors at the time the work is performed.

The rental rates paid shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidentals.

Necessary loading and transportation costs for equipment used on the extra work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to the Owner than holding it at the work Site, it shall be returned unless the Contractor elects to keep it at the work Site at no expense to the Owner.

All equipment shall be acceptable to the Inspector of Record, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and modifications shall be used to classify equipment, and equipment shall be powered by a unit of at least the minimum rating recommended by the manufacturer.

d) Other Items. The Owner may authorize other items which may be required on the extra work. Such items include labor, services, material, and equipment which are different in their nature from those required by the Work, and which are of a type not ordinarily available from the Contractor or any of the Subcontractors. Invoices covering all such items in detail shall be submitted with the Application for Payment.

e) Invoices. Vendors' invoices for material, equipment rental, and other expenditures shall be submitted with the COR. If the Application for Payment is not substantiated by invoices or other documentation, the Owner may establish the cost of the item involved at the lowest price which was current at the time of the Daily Report.

f) Overhead, premiums and profit. For overhead, including direct and indirect costs, submit with the COR and include: home office overhead, off-Site supervision, CO preparation/negotiation/research for Owner initiated changes, time delays, project interference and disruption, additional guaranty and warranty durations, on-Site supervision, additional temporary protection, additional temporary utilities, additional material handling costs, and additional safety equipment costs.

7.7.3 **FORMAT FOR PROPOSED COST CHANGE**

The following format shall be used as applicable by the Owner and the Contractor to communicate proposed additions and deductions to the Contract.

	EXTRA	**CREDIT**
A. Material (attach itemized quantity and unit cost plus sales tax, invoices, receipts, truck tags, etc., for force account work)	_____	_____
B. Labor (attach itemized hours and rates, daily logs, certified payroll, etc.)	_____	_____
C. Equipment (attach any invoices)	_____	_____
D. Subtotal	_____	_____
E. If Subcontractor performed Work, add Subcontractor's overhead and profit to portions performed by Subcontractor, not to exceed fifteen percent (15%) of item D.	_____	_____
F. Liability and Property Damage Insurance, Worker's Compensation Insurance, Social Security, and Unemployment Taxes, not to exceed twenty-five percent (25%) of Item B.	_____	_____
G. Subtotal	_____	_____
H. General Contractor's Overhead and Profit, not to exceed fifteen percent (15%) of Item G; and for work performed by subcontractors, not to exceed five percent (5%).	_____	_____

I.	Subtotal	_____	_____
J.	Bond not to exceed one percent (1%) of Item I.	_____	_____
K.	TOTAL	_____	_____

It is expressly understood that the value of such extra work or changes, as determined by any of the aforementioned methods, expressly includes (1) any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the project or resulting from delay to the project, and (2) any costs of preparing a COR, including but not limited to delay analysis. Any costs or expenses not included are deemed waived.

7.7.4 DISCOUNTS, REBATES, AND REFUNDS

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

7.7.5 ACCOUNTING RECORDS

With respect to portions of the Work performed by COs and CCDs on a time-and-materials, unit-cost, or similar basis, the Contractor shall keep and maintain cost-accounting records satisfactory to the Owner, which shall be available to the Owner on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

7.7.6 NOTICE REQUIRED

Contractor shall submit a written Notice of Potential Change for additional money or time pursuant to section 4.5.1.

7.7.7 APPLICABILITY TO SUBCONTRACTORS

Any requirements under this Article 7 shall be equally applicable to COs or CCDs issued to Subcontractors by the Contractor to the same extent required of the Contractor.

7.8 WAIVER OF RIGHT TO CLAIM MONEY OR TIME

Failure to demand money based on costs, or time extensions, as part of a COR constitutes a complete waiver of Contractor's right to claim the omitted money or time. All money or time for an issue must be included in the COR at the time submitted.

ARTICLE 8

TIME

8.1 DEFINITIONS

8.1.1 CONTRACT TIME

Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Completion of the Work.

8.1.2 NOTICE TO PROCEED

Contractor shall not commence the Work until it receives a Notice to Proceed from Owner. The date of commencement of the Work is the date established in the Notice to Proceed. The date of commencement shall not be postponed by the failure to act of the Contractor or of persons or entities for whom the Contractor is responsible.

8.1.3 DAYS

The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 HOURS OF WORK

8.2.1 SUFFICIENT FORCES

Contractors and Subcontractors shall furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

8.2.2 PERFORMANCE DURING WORKING HOURS

Work shall be performed during regular working hours except that in the event of an emergency or when required to perform the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the Owner.

8.2.3 LABOR CODE APPLICATION

As provided in Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any Subcontractor on any subcontract under this Contract, upon the Work or upon any part of the Work contemplated by this Contract, 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 provision hereinabove set forth, Work performed by employees of Contractors in excess of eight (8) hours per day and forty (40) hours during any one week shall be permitted upon this public work with

compensation provided for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1-1/2) times the basic rate of pay.

Contractor or subcontractor shall pay to the Owner a penalty of Twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor, or by any Subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one (1) calendar week, in violation of the provisions of Article 3 (commencing at § 1810), Chapter 1, Part 7, Division 2 of the Labor Code, unless compensation for the workers so employed by Contractor is not less than one and one-half (1-1/2) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8.2.4 COSTS FOR AFTER HOURS INSPECTIONS

If the work done after hours is required by the Contract Documents to be done outside the Contractor's or the Inspector of Record's regular working hours, the costs of any inspections, if required to be done outside normal working hours, shall be borne by the Owner.

If the Owner allows the Contractor to do work outside regular working hours for the Contractor's own convenience, the costs of any inspections required outside regular working hours, among other remedies, shall be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention. Contractor shall give Owner at least 48 hours notice prior to working outside regular working hours.

If the Contractor elects to perform work outside the Inspector of Record's regular working hours, costs of any inspections required outside regular working hours, among other remedies, may be invoiced to the Contractor by the Owner and withheld from progress payments and/or retention.

8.2.5 TIME FOR COMMENCEMENT BY SUBCONTRACTORS

Unless otherwise provided in the Contract Documents, all Subcontractors shall commence their Work within two (2) consecutive business days after notice to them by the Contractor and shall prosecute their Work in accordance with the progress of the Work.

8.3 PROGRESS AND COMPLETION

8.3.1 TIME OF THE ESSENCE

Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Milestone Deadlines and Contract Time are reasonable periods for performing the Work.

8.3.2 NO COMMENCEMENT WITHOUT INSURANCE

The Contractor shall not knowingly, except by agreement or instruction of the Owner, in writing, commence operations on the Site or elsewhere prior to the effective date of insurance required by

Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance.

8.3.3 EXPEDITIOUS COMPLETION

The Contractor shall proceed expeditiously to perform the Work, with adequate forces, labor, materials, equipment, services and management, shall achieve all Milestone Deadlines, and shall achieve Completion within the Contract Time.

8.4 EXTENSIONS OF TIME - LIQUIDATED DAMAGES

8.4.1 CONDITIONS ALLOWING FOR EXTENSIONS OF TIME TO COMPLETE THE WORK, ONLY (EXCUSABLE DELAY)

The Contractor shall be granted a reasonable time extension for excusable delays, which are those delays that meet each and every of the following conditions:

(a) The delay was beyond the control of Contractor and its subcontractors and material suppliers;

(b) The delay was caused by events about which Contractor was not advised at or before the time of bidding;

(c) The delay impacted and delayed (i) the controlling items of Work (i.e., the as-built critical path, as determined from the as-planned schedule and the actual progress of the Work), or (ii) the achievement of a Milestone Deadline, or the Completion of the whole Work within the Contract Time;

(d) The delay was not caused by Contractor or its subcontractors or suppliers, including but not limited to their breaches of contract or the standard of care;

(e) The delay was not associated with loss of time resulting from the necessity of submittals to Owner for approval, or from necessary Owner surveys, measurements, inspections and testing;

(f) The delay was not caused by usual or common weather for the time of year, including usual or common severe weather; and

(g) The delay could not have been be prevented by the exercise of care, prudence, foresight, and diligence by Contractor.

Excusable delays may include acts of God, acts of public enemy, acts of the Owner or anyone employed by it, acts of another contractor in performance of a contract (other than this Contract) with the Owner, fires, floods, epidemics, quarantine restrictions, labor disputes, unusually and uncommonly severe weather for the time of year, unforeseen site conditions, or delays of subcontractors due to such causes. Owner shall take into consideration other relevant factors such as concurrent delays. Contractor has the burden of proving that any delay was excusable.

8.4.2 COMPENSABLE DELAY (TIME AND MONEY)

Compensable delays are those excusable delays for which Contractor is also entitled to money. To be compensable, an excusable delay must be one for which the Owner is responsible, where the delay was unreasonable under the circumstances involved, and where the delay was not

within the contemplation of the parties; ***however***, Contractor shall not be entitled to monetary compensation when (a) Contractor could have reasonably anticipated the delay and avoided or minimized the cost impacts of it, (b) there was a concurrent delay which does not qualify for monetary compensation under this paragraph, (c) the cause of the delay was reasonably unforeseen by the Owner or the delay was caused by factors beyond the control of the Owner, including but not limited to a delay under Section 2.2.8 above or a delay caused by a utility company's failure to perform despite Owner's reasonable arrangements for such performance; or (d) any other defense available to Owner under law or equity applies. Contractor has the burden of proving that any delay was excusable and compensable, including an analysis that establishes non-concurrency.

8.4.3 NOTICE BY CONTRACTOR REQUIRED; PROCEDURES FOR DEMANDING ADDITIONAL TIME OR MONEY

For notice and other required procedures related to requests by Contractor for additional time or money related to delay, Contractor shall comply with the Contract Documents, including but not limited to Sections 3.18 and 4.5, and Article 7, above.

8.4.4 EARLY COMPLETION

Regardless of the cause therefore, the Contractor may not maintain any Claim or cause of action against the Owner for damages incurred as a result of its failure or inability to Complete its Work on the Project in a shorter period than established in the Contract Documents, the parties stipulating that the period set forth in the Contract Documents is a reasonable time within which to perform the Work on the Project.

8.4.5 LIQUIDATED DAMAGES

Failure to Complete the Work within the Contract Time and in the manner provided for by the Contract Documents, or failure to complete any specified portion of the Work by a milestone deadline, shall subject the Contractor to liquidated damages as described in Article III of the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Completion of the Work is delayed beyond the Contract Time as adjusted by Change Orders.

In addition, delaying another contractor's work on the Project or causing delay to the *completion* of the Project shall subject the Contractor to liquidated damages as described in Article III of the Agreement and the Contract Documents. Accordingly, the parties agree that the amount set forth in the Agreement shall be presumed to be the amount of damages which the Owner shall directly incur as a result of each calendar day by which Contractor delays the work of others on the Project or *completion* of the Project itself.

If liquidated damages accrue as described above, the Owner, in addition to all other remedies provided by law, shall have the right to assess and withhold as provided in Article III of the Agreement and the Contract Documents.

8.5 GOVERNMENT APPROVALS

Owner shall not be liable for any delays or damages related to the time required to obtain government approvals.

ARTICLE 9

PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement, later adjusted by Change Orders and Construction Change Directives, and is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

9.2 COST BREAKDOWN

9.2.1 REQUIRED INFORMATION

On forms approved by the Owner, the Contractor shall furnish the following:

A. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a detailed breakdown of the Contract Sum (Schedule of Values) for each Project or Site. Each item in the schedule of values shall include its proper share of the overhead and profit.

B. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, a schedule of estimated monthly payment requests (cash flow) due the Contractor showing the values and construction time of the various portions of the Work to be performed by it and by its Subcontractors or material and equipment suppliers containing such supporting evidence as to its correctness as the Owner may require;

C. Five (5) days prior to the submission of a pay request, an itemized breakdown of work done for the purpose of requesting partial payments;

D. Within ten (10) days of the mailing, faxing or delivering of the Notice of Award of the Contract, the name, address, telephone number, fax number, license number, and classification of all of its Subcontractors and of all other parties furnishing labor, material, or equipment for its Contract, along with the amount of each such subcontract or the price of such labor, material, and equipment needed for its entire portion of the Work.

9.2.2 **OWNER ACCEPTANCE REQUIRED**

The Owner shall review all submissions received pursuant to paragraph 9.2.1 in a timely manner. All submissions must be accepted by the Owner before becoming the basis of any payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 **PROCEDURE**

On or before the fifth (5th) day of each calendar month during the progress of the portion of the Work for which payment is being requested, the Contractor shall submit to the Architect, unless there is a construction manager for the Project or the Owner directs otherwise, an itemized Application for Payment for operations completed in accordance with the Schedule of Values through the end of the previous calendar month. Such application shall be notarized, if required, and supported by the following or such portion thereof as the applicable entity requires:

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

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

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

D. A certification that the Record Drawings and Annotated Specifications are current;

E. The Owner approved additions to and subtractions from the Contract Sum and Time;

F. A summary of the retentions (each Application shall provide for retention, as set out in Article 9.6);

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

H. The percentage of Completion of the Contractor's Work by line item;

I. A statement showing all payments made by the Contractor for labor and materials on account of the Work covered in the preceding Application for Payment. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to subcontractors or others because of a dispute or other reason; and

J. Contractor's monthly reports, daily reports, and monthly schedule updates for all months of Work prior to the Application for Payment that Contractor has not previously submitted.

9.3.2 PURCHASE OF MATERIALS AND EQUIPMENT

As the Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from Owner, to assure that there will be no delays, payment by the Owner for stored material shall be made only in unusual circumstances where the Architect specifically recommends, and Owner specifically approves the payment in writing. If payments are to be made on account of materials and equipment not incorporated in the Work, but delivered and suitably stored at the Site or at some other location agreed upon in writing by the Owner, the payments shall be conditioned upon submission by the Contractor, Subcontractor, or vendor of bills of sale and such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment free of all liens and encumbrances, and otherwise protect the Owner's interest, including, without limitation, provision of applicable insurance and transportation to the Site. All stored items shall be inventoried, specified by identification numbers (if applicable), released to the Owner by sureties of the Contractor and the Subcontractor and, if stored off-Site, stored only in a bonded warehouse.

9.3.3 WARRANTY OF TITLE

The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work. Transfer of title to Work does not constitute a waiver by Owner of any defects in the Work.

9.4 REVIEW OF PROGRESS PAYMENT

9.4.1 OWNER ACCEPTANCE

The Owner will, within seven (7) days after receipt of the Contractor's Application for Payment, either accept such payment or notify the Contractor in writing of the Owner's reasons for withholding acceptance in whole or in part as provided in paragraph 9.5.1.

9.4.2 OWNER'S REVIEW

The review of the Contractor's Application for Payment by the Owner will be based, at least in part, on the Owner's observations at the Site and the data comprising the Application for

Payment that the Work has progressed to the point indicated. The review is also subject to an evaluation of the Work for conformance with the Contract Documents, to results of subsequent tests and inspections, to minor deviations from the Contract Documents correctable prior to Completion, and to specific qualifications expressed by the Owner. The Owner may reject the Application for Payment if it is not complete under section 9.3. The issuance of a Certificate for Payment will constitute a representation that the Contractor is entitled to payment in the amount certified, subject to any specific qualifications Owner expresses in the Certificate for Payment. However, Contractor's entitlement to payment may be affected by subsequent evaluations of the Work for conformance with the Contract Documents, test and inspections and discovery of minor deviations from the Contract Documents correctable prior to Completion. The issuance of a Certificate for Payment will not be a waiver by the Owner of any defects in the Work covered by the Application for Payment, nor will it be a representation that the Owner has:

A. Made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work;

B. Reviewed construction means, methods, techniques, sequences, or procedures;

C. Reviewed copies of requisitions received from Subcontractors, material and equipment suppliers, and other data requested by the Owner to substantiate the Contractor's right to payment; or

D. Made an examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHHOLD PAYMENT

9.5.1 REASONS TO WITHHOLD PAYMENT

The Owner may withhold from a progress payment, in whole or in part, to such extent as may be necessary to protect the Owner due to any of the following:

A. Defective or incomplete Work not remedied;

B. Stop Payment Notices. For any stop payment notice, the Owner shall withhold the amount stated in the stop payment notice, the stop notice claimant's anticipated interest and court costs and an amount to provide for the public entity's reasonable cost of any litigation pursuant to the stop payment notice. For any stop payment notice action the parties resolve before judgment is entered, Owner has the right to permanently withhold for any reasonable cost of litigation for that stop payment notice, even if it exceeds the amount originally withheld by Owner for the estimated reasonable cost of litigation. However, if (1) the Contractor at its sole expense provides a bond or other security satisfactory to the Owner in the amount of at least one hundred twenty-five percent (125%) of the claim, in a form satisfactory to the Owner, which protects the Owner against such claim, and (2) the Owner chooses to accept the bond, then Owner would release the withheld

stop payment notice funds to the Contractor, except that Owner may permanently withhold for any reasonable cost of litigation. Any stop payment notice release bond shall be executed by a California admitted, fiscally solvent surety, completely unaffiliated with and separate from the surety on the payment and performance bonds, that does not have any assets pooled with the payment and performance bond sureties.

C. Liquidated damages against the Contractor, whether already accrued or estimated to accrue in the future;

D. Reasonable doubt that the Work can be Completed for the unpaid balance of any Contract Sum or within the Contract Time;

E. Damage to the property or work of the Owner, another contractor, or subcontractor;

F. Unsatisfactory prosecution of the Work by the Contractor;

G. Failure to store and properly secure materials;

H. Failure of the Contractor to submit on a timely basis, proper and sufficient documentation required by the Contract Documents, including, without limitation, monthly progress schedules, shop drawings, submittal schedules, schedule of values, product data and samples, proposed product lists, executed change orders, and verified reports;

I. Failure of the Contractor to maintain record drawings;

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

K. Unauthorized deviations from the Contract Documents;

L. Failure of the Contractor to prosecute the Work in a timely manner in compliance with established progress schedules and Completion deadlines;

M. Subsequently discovered evidence or observations nullifying the whole or part of a previously issued Certificate for Payment;

N. Failure by Contractor to pay Subcontractors or material suppliers as required by Contract or law, which includes but is not limited to Contractor's failure to pay prevailing wage and any assessment of statutory penalties;

O. Overpayment to Contractor on a previous payment;

P. Credits owed to Owner for reduced scope of work or work that Contractor will

not perform, including credits for any unspent contingency fund or allowances;

Q. The estimated cost of performing work pursuant to Section 2.4;

R. Actual damages related to false claims by Contractor;

S. Breach of any provision of the Contract Documents;

T. Owner's potential or actual loss, liability or damages caused by the Contractor; and

U. As permitted by other provisions in the Contract or as otherwise allowed by law, including statutory penalties Owner or other entities assessed against Contractor. (See e.g., Labor Code section 1813 (working hours) or Public Contract Code section 4110 (subcontractor listings and substitutions))

Owner may, but is not required to, provide to Contractor with the progress payment written notice of the items for which Owner is withholding amounts from the payment. To claim wrongful withholding by the Owner, or if Contractor otherwise disputes any amount being withheld, Contractor must submit an inquiry in writing to Owner within thirty (30) days of receipt of the notice, and Owner shall respond within fifteen (15) days of receipt of the inquiry. If any disputed issues remain unresolved after Owner's response, Contractor shall timely submit a Claim pursuant to Section 4.5.

For any withhold amount based on an estimate where the actual amount later becomes known and certain, no later than the final accounting for the Contract the Owner will release any amount withheld over that certain and known amount. If the certain and known amount exceeds the amount previously withheld, Owner may withhold additional amounts from Contractor to cover the excess amount. If available funds are not sufficient, Contractor shall pay Owner the difference.

9.5.2 PAYMENT AFTER CURE

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

9.5.3 OVERPAYMENT AND/OR FAILURE TO WITHHOLD

Neither Owner's overpayment to Contractor, nor Owner's failure to withhold an amount from payment that Owner had the right to withhold, shall constitute a waiver by Owner of its rights to withhold those amounts from future payments to Contractor or to otherwise pursue recovery of those amounts from Contractor.

9.6 PROGRESS PAYMENTS

9.6.1 PAYMENTS TO CONTRACTOR

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplied with. Payment shall not be a waiver of any such direction.

9.6.2 PAYMENTS TO SUBCONTRACTORS

No later than ten (10) days after receipt of payment from Owner, pursuant to Business and Professions Code section 7108.5, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

9.6.3 PERCENTAGE OF COMPLETION OR PAYMENT INFORMATION

The Owner will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of Completion or amounts applied for by the Contractor, and action taken thereon by the Owner, on account of portions of the Work done by such Subcontractor.

9.6.4 NO OBLIGATION OF OWNER FOR SUBCONTRACTOR PAYMENT

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

9.6.5 PAYMENT TO SUPPLIERS

Payment to material or equipment suppliers shall be treated in a manner similar to that provided

in paragraphs 9.6.2, 9.6.3 and 9.6.4.

9.6.6 PAYMENT NOT CONSTITUTING APPROVAL OR ACCEPTANCE

An accepted Application for Payment, issuance of a Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance or approval of any portion of the Work, especially any Work not in accordance with the Contract Documents.

9.6.7 JOINT CHECKS

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

9.7 COMPLETION OF THE WORK

9.7.1 CLOSE-OUT PROCEDURES

When the Contractor considers that the Work is Complete and submits a written notice to Owner requesting an inspection of the Work, the Owner shall review the Work and prepare and submit to the Contractor a comprehensive list of items to be Completed or corrected (the "Punch List"). The Punch List shall include all outstanding obligations of Contractor, including training, start-up, testing, and submission to Owner of all required documentation (e.g., written guarantees, warranties, invoices, as-built drawings, manuals, bonds, and the documents described in Sections 9.3 and 9.9). The Contractor and/or its Subcontractors shall proceed promptly to Complete and correct items on the Punch List. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to Complete all Work (including the omitted item) in accordance with the Contract Documents, and to Complete or correct the Work so long as the statute of limitations (or repose) has not run.

When the Contractor believes the Punch List Work is Complete and in accordance with the Contract Documents, it shall then submit a request for an additional inspection by the Owner to determine Completion. Owner shall again inspect the Work and inform the Contractor of any items that are not complete or correct. Contractor shall promptly Complete or correct items until no items remain.

After the Work, including all Punch List Work, is inspected and informally deemed by the Owner to be Complete, the Owner's governing body may formally accept the Work as Complete at a meeting of the governing body. Warranties required by the Contract Documents shall commence on the date of Contractor's Completion of the Work (see Sections 3.5, 12.2.5, and 12.2.6).

9.7.2 COSTS OF MULTIPLE INSPECTIONS

More than two (2) requests by Contractor to make inspections to confirm Completion as required under paragraph 9.7.1 shall be considered an additional service of Owner, and all subsequent costs will be invoiced to Contractor and withheld from remaining payments.

9.8 PARTIAL OCCUPANCY OR USE

The Owner may occupy or use any completed, or partially completed, portion of the Work at any stage prior to acceptance, or prior to Completion if there is no formal acceptance. Occupancy or use of any portion of the Work, or the whole Work, shall not constitute approval or acceptance of it, nor shall such occupancy or use relieve Contractor of any of its obligations under the Contract Documents regarding that portion of, or the whole, Work.

The Owner and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. When the Contractor considers a portion complete, the Contractor may request an inspection of that portion and preparation of a Punch List by the Owner for that portion, as set forth for the entire Work under paragraph 9.7.1; however, such inspection and Punch List shall not act as any form of approval or acceptance of that portion of the Work, or of any Work not complying with the requirements of the Contract, and that portion shall be subject to subsequent inspections and Punch Lists.

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

9.9 FINAL PROGRESS PAYMENT AND RELEASE OF RETENTION

9.9.1 FINAL APPLICATION FOR PROGRESS PAYMENT

When, pursuant to Section 9.7.1, the Owner finds all of the Work is Completed in accordance with the Contract Documents, it shall so notify Contractor, who shall then submit to the Owner its final Application for Payment.

Upon receipt and approval of such final Application for Payment, the Owner shall issue a final Certificate of Payment, based on its knowledge, information, and belief, and on the basis of its observations, inspections, and all other data accumulated or received by the Owner in connection with the Work, that such Work has been Completed in accordance with the Contract Documents.

9.9.2 PROCEDURES FOR APPLICATION FOR FINAL PROGRESS PAYMENT

The Application for Final Progress Payment pursuant to Section 9.9.1 shall be accompanied by the same details as set forth in paragraph 9.3, and in addition, the following conditions must be

fulfilled:

A. The Work shall be Complete, and the Contractor shall have made, or caused to have been made, all corrections to the Work which are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of Owner required under the Contract.

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

C. The Contractor shall deliver to the Owner (i) reproducible final Record Drawings and Annotated Specifications showing the Contractor's Work "as built," with the Contractor's certification of the accuracy of the Record Drawings and Annotated Specifications, (ii) all warranties and guarantees, (iii) operation and maintenance instructions, manuals and materials for equipment and apparatus, and (iv) all other documents required by the Contract Documents.

D. Contractor shall provide extensive assistance in the utilization of any equipment or system such as initial start-up or testing, adjusting and balancing, preparation of operation and maintenance manuals and training personnel for operation and maintenance.

Acceptance of Final Progress Payment shall constitute a complete waiver of Claims except for those previously identified in writing and identified by that payee as unsettled at the time of Final Progress Payment.

9.9.3 RELEASE OF RETAINAGE

Owner may withhold from release or payment of retainage (or "retention") up to 150% of disputed amounts listed in Section 9.5. If retainage is held in an escrow account pursuant to an escrow agreement under Public Contract Code section 22300 (see Section 9.10) and Owner withholds from release of retainage based on a breach of the Contract, or other default, by Contractor, Owner may withdraw the withheld retainage from the escrow account. Owner shall release the undisputed retainage within sixty (60) days after Completion of the Work. For this purpose, "Completion" is defined in Public Contract Code section 7107(c). No interest shall be paid on any retainage, or on any amounts withheld, except as provided to the contrary in any Escrow Agreement and General Conditions between the Owner and the Contractor under Public Contract Code section 22300.

9.10 SUBSTITUTION OF SECURITIES

In accordance with section 22300 of the Public Contract Code, the Owner will permit the substitution of securities for any retention monies withheld by the Owner to ensure performance under the Contract. At the request and expense of the Contractor, securities equivalent to the

amount withheld shall be deposited with the Owner, or with a state or federally chartered bank as the escrow agent, who shall then pay such retention monies to the Contractor. Upon Completion of the Contract, the securities shall be returned to the Contractor if Owner has no basis to withhold under the Contract Documents.

Securities eligible for investment under this section shall include those listed in Government Code section 16430, bank or savings and loan certificates of deposit, interest-bearing, demand-deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the Owner.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon.

Any escrow agreement entered by Owner and Contractor pursuant to Public Contract Code section 22300, shall be substantially similar to the form set forth in Public Contract Code section 22300.

ARTICLE 10

PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 CONTRACTOR RESPONSIBILITY

The Contractor shall have responsibility for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. Each Contractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs. Contractor will ensure that his employees and Subcontractors cooperate and coordinate safety matters with any other contractors on the Project to form a joint safety effort.

10.1.2 SUBCONTRACTOR RESPONSIBILITY

Subcontractors have the responsibility for participating in, and enforcing, the safety and loss prevention programs established by the Contractor for the Project, which will cover all Work performed by the Contractor and its Subcontractors. Each Subcontractor shall designate a responsible member of its organization whose duties shall include loss and accident prevention, and who shall have the responsibility and full authority to enforce the program. This person shall attend meetings with the representatives of the various Subcontractors employed to ensure that all employees understand and comply with the programs.

10.1.3 COOPERATION

All Subcontractors and material or equipment suppliers, shall cooperate fully with Contractor, the Owner, and all insurance carriers and loss prevention engineers.

10.1.4 ACCIDENT REPORTS

Subcontractors shall promptly report in writing to the Contractor all accidents whatsoever arising out of, or in connection with, the performance of the Work, whether on or off the Site, which caused death, personal injury, or property damage, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger. Contractor shall thereafter promptly report the facts in writing to the Owner giving full details of the accident.

10.1.5 FIRST-AID SUPPLIES AT SITE

The Contractor will provide and maintain at the Site first-aid supplies for minor injuries.

10.2 SAFETY OF PERSONS AND PROPERTY

10.2.1 THE CONTRACTOR

The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

A. Employees on the Work and other persons who may be affected thereby;

B. The Work, material, and equipment to be incorporated therein, whether in storage on or off the Site, under the care, custody, or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and

C. Other property at the Site or adjacent thereto such as trees, shrubs, lawns, walks, pavement, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

10.2.2 CONTRACTOR NOTICES

The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on the safety of persons or property or their protection from damage, injury, or loss.

10.2.3 SAFETY BARRIERS AND SAFEGUARDS

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.

10.2.4 USE OR STORAGE OF HAZARDOUS MATERIAL

When use or storage of explosives, other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel. The Contractor shall notify the Owner any time that explosives or hazardous materials are expected to be stored on Site. Location of storage shall be coordinated with the Owner and local fire authorities.

10.2.5 FINGERPRINTING

At its own expense, Contractor shall comply with all fingerprinting requirements under law and Contract, including but not limited to the requirements of Education Code section 45125.2 and the Independent Contractor Student Contact Form which is a part of the Contract. Contractor shall hold harmless, defend and indemnify the Owner under section 3.16, for any costs, including attorneys' fees, Owner incurs from Contractor's failure to comply.

10.3 PROTECTION OF WORK AND PROPERTY

10.3.1 PROTECTION OF WORK

The Contractor and Subcontractors shall continuously protect the Work, the Owner's property, and the property of others, from damage, injury, or loss until the earlier of formal acceptance of the Work or Completion of the Work. The Contractor and Subcontractors shall make good any such damage, injury, or loss, except such as may be solely due to, or caused by, agents or employees of the Owner.

10.3.2 PROTECTION FOR ELEMENTS

The Contractor will remove all mud, water, or other elements as may be required for the proper protection and prosecution of its Work. The Contractor shall at all times provide heat, coverings, and enclosures necessary to maintain adequate protection against weather so as to preserve the Work, materials, equipment, apparatus, and fixtures free from injury or damage.

10.3.3 SHORING AND STRUCTURAL LOADING

The Contractor shall not impose structural loading upon any part of the Work under construction or upon existing construction on or adjacent to the Site in excess of safe limits, or loading such as to result in damage to the structural, architectural, mechanical, electrical, or other components of the Work. The design of all temporary construction equipment and appliances used in construction of the Work and not a permanent part thereof, including, without limitation, hoisting equipment, cribbing, shoring, and temporary bracing of structural steel, is the sole responsibility of the Contractor. All such items shall conform to the requirements of governing codes and all laws, ordinances, rules, regulations, and orders of all authorities having jurisdiction. The Contractor shall take special precautions, such as shoring of masonry walls and temporary tie

bracing of structural steel work, to prevent possible wind damage during construction of the Work. The installation of such bracing or shoring shall not damage or cause damage to the Work in place or the Work installed by others. Any damage which does occur shall be promptly repaired by the Contractor at no cost to the Owner.

10.3.4 CONFORMANCE WITHIN ESTABLISHED LIMITS

The Contractor and Subcontractors shall confine their construction equipment, the storage of materials, and the operations of workers to the limits indicated by laws, ordinances, permits, and the limits established by the Owner, and shall not unreasonably encumber the premises with construction equipment or materials.

10.3.5 SUBCONTRACTOR ENFORCEMENT OF RULES

Subcontractors shall enforce the Owner's and the Contractor's instructions, laws, and regulations regarding signs, advertisements, fires, smoking, the presence of liquor, and the presence of firearms by any person at the Site.

10.3.6 SITE ACCESS

The Contractor and the Subcontractors shall use only those ingress and egress routes designated by the Owner, observe the boundaries of the Site designated by the Owner, park only in those areas designated by the Owner, which areas may be on or off the Site, and comply with any parking control program established by the Owner such as furnishing license plate information and placing identifying stickers on vehicles.

10.3.7 PROTECTION OF MATERIALS

The Contractor and the Subcontractors shall receive, count, inspect for damage, record, store, and protect construction materials for the Work and Subcontractors shall promptly send to the Contractor evidence of receipt of such materials, indicating thereon any shortage, change, or damage (failure to so note shall constitute acceptance by the Subcontractor of financial responsibility for any shortage).

10.4 EMERGENCIES

10.4.1 EMERGENCY ACTION

In an emergency affecting the safety of persons or property, the Contractor shall take any action necessary, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional money or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section 4.5 and Article 7.

10.4.2 ACCIDENT REPORTS

The Contractor shall promptly report in writing to the Owner all accidents arising out of or in

connection with the Work, which caused death, personal injury, or property damage, giving full details and statements of any witnesses. In addition, if death, serious personal injuries, or serious property damages are caused, the accident shall be reported immediately by telephone or messenger to the Owner.

10.5 HAZARDOUS MATERIALS

10.5.1 DISCOVERY OF HAZARDOUS MATERIALS

In the event the Contractor encounters or suspects the presence on the Site material reasonably believed to be asbestos, polychlorinated biphenyl (PCB), or any other material defined as being hazardous by section 25249.5 of the California Health and Safety Code, which (a) has not been rendered harmless, and (b) the handling or removal of which is not within the scope of the Work, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing, whether such material was generated by the Contractor, another contractor, or the Owner. The Work in the affected area shall not thereafter be resumed, except by written agreement of the Owner and the Contractor, if in fact the material is asbestos, polychlorinated biphenyl (PCB), or other hazardous material, and has not been rendered harmless. The Work in the affected area shall be resumed only in the absence of asbestos, polychlorinated biphenyl (PCB), or other hazardous material, or when it has been rendered harmless by written agreement of the Owner and the Contractor.

10.5.2 HAZARDOUS MATERIAL WORK LIMITATIONS

In the event that the presence of hazardous materials is suspected or discovered on the Site, the Owner shall retain an independent testing laboratory to determine the nature of the material encountered and whether corrective measures or remedial action is required. The Contractor shall not be required pursuant to Article 7 to perform without consent any Work in the affected area of the Site relating to asbestos, polychlorinated biphenyl (PCB), or other hazardous material, until any known or suspected hazardous material has been removed, or rendered harmless, or determined to be harmless by Owner, as certified by an independent testing laboratory and/or approved by the appropriate government agency.

10.5.3 INDEMNIFICATION BY OWNER FOR HAZARDOUS MATERIAL NOT CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Site is not caused by the Contractor, Owner shall pay for all costs of testing and remediation, if any, and shall compensate Contractor for any delay or additional costs incurred in accordance with the applicable provisions of Articles 7 and 8 herein. Owner shall defend, indemnify and hold harmless the Contractor and its agents, officers, directors and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with or arising out of, or relating to, the performance of the Work in the area affected by the hazardous material, except to the extent the claims, damages, losses, costs, or expenses were caused by Contractor's active negligence, sole negligence or willful misconduct. By providing this indemnification, Owner does not waive any immunities.

10.5.4 INDEMNIFICATION BY CONTRACTOR FOR HAZARDOUS MATERIAL CAUSED BY CONTRACTOR

In the event the presence of hazardous materials on the Site is caused by Contractor, Subcontractors, materialmen or suppliers, the Contractor shall pay for all costs of testing and remediation, if any, and shall compensate the Owner for any additional costs incurred as a result of the generation of hazardous material on the Project Site. In addition, the Contractor shall defend, indemnify and hold harmless Owner and its agents, officers, and employees from and against any and all claims, damages, losses, costs and expenses incurred in connection with, arising out of, or relating to, the presence of hazardous material on the Site, except to the extent the claims, damages, losses, costs, or expenses were caused by Owner's active negligence, sole negligence or willful misconduct.

10.5.5 TERMS OF HAZARDOUS MATERIAL PROVISION

The terms of this Hazardous Material provision shall survive the Completion of the Work and/or any termination of this Contract.

10.5.6 ARCHEOLOGICAL MATERIALS

In the event the Contractor encounters or reasonably suspects the presence on the Site of archeological materials, the Contractor shall immediately stop Work in the area affected and report the condition to the Owner and the Architect in writing. The Work in the affected area shall not thereafter be resumed, except after Contractor's receipt of written notice form the Owner.

ARTICLE 11

INSURANCE AND BONDS

11.1. CONTRACTOR'S LIABILITY INSURANCE

11.1.1 LIABILITY INSURANCE REQUIREMENTS

11.1.1 By the earlier of the deadline set forth in the Instructions to Bidders or the commencement of the Work and within limits acceptable to the Owner, the Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports such commercial general liability insurance per occurrence for bodily injury, personal injury and property damage as set forth in the Agreement and automobile liability insurance per accident for bodily injury and property damage combined single limit as set forth in the Agreement as will protect the Contractor from claims set forth below, which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations are by the Contractor, by a Subcontractor, by Sub-subcontractor, by anyone directly or indirectly employed

by any of them, or by anyone for whose acts any of them may be liable:

11.1.1.1 claims for damages because of bodily injury (including emotional distress), sickness, disease, or death of any person other than the Contractor's employees. This coverage shall be provided in a form at least as broad as Insurance Services Office (ISO) Form CG 0001 11188;

11.1.1.2 claims for damages arising from personal or advertising injury in a form at least as broad as ISO Form CG 0001 11188;

11.1.1.3 claims for damages because of injury or destruction of tangible property, including loss of use resulting therefrom, arising from operations under the Contract Documents; and

11.1.1.4 claims for damages because of bodily injury, death of a person, or property damage arising out of the ownership, maintenance, or use of a motor vehicle, all mobile equipment, and vehicles moving under their own power and engaged in the Work; and

11.1.1.5 claims involving blanket contractual liability applicable to the Contractor's obligations under the Contract Documents, including liability assumed by and the indemnity and defense obligations of the Contractor and the Subcontractors; and

11.1.1.6 claims involving Completed Operations, Independent Contractors' coverage, and Broad Form property damage, without any exclusions for collapse, explosion, demolition, underground coverage, and excavating. (XCU)

If commercial general liability insurance or another insurance form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project location (with the ISO CG 2501 or insurer's equivalent endorsement provided to the Owner) or the general aggregate limit shall be twice the required occurrence limit.

Any deductible or self-insured retention must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its Board of Trustees, members of its Board of Trustees, officers, employees, agents and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

11.1.2 **SUBCONTRACTOR INSURANCE REQUIREMENTS**

The Contractor shall require its Subcontractors and any Sub-subcontractors to take out and maintain similar public liability insurance and property damage insurance, in a company or

companies lawfully authorized to do business in California as admitted carriers with a financial rating of at least A+, Class XII status as rated in the most recent edition of Best's Insurance Reports, in like amounts and scope of coverage.

11.1.3 OWNER'S INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance. Optionally, the Owner may purchase and maintain other insurance for self protection against claims which may arise from operations under the Contract. The Contractor shall not be responsible for purchasing and maintaining this optional Owner's liability insurance unless specifically required by the Contract Documents.

11.1.4 ADDITIONAL INSURED ENDORSEMENT REQUIREMENTS

The Contractor shall name, on any policy of insurance, the Owner and the Architect as additional insureds. Subcontractors shall name the Contractor, the Owner and the Architect as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall state that coverage is afforded the additional insured with respect to claims arising out of operations performed by or on behalf of the insured. If the additional insureds have other insurance which is applicable to the loss, such other insurance shall be excess to any policy of insurance required herein. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

11.1.5 WORKERS' COMPENSATION INSURANCE

During the term of this Contract, the Contractor shall provide workers' compensation insurance for all of the Contractor's employees engaged in Work under this Contract on or at the Site of the Project and, in case any of the Contractor's work is sublet, the Contractor shall require the Subcontractor to provide workers' compensation insurance for all the Subcontractor's employees engaged in Work under the subcontract. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by the Contractor's insurance. In case any class of employees engaged in Work under this Contract on or at the Site of the Project is not protected under the Workers' Compensation laws, the Contractor shall provide or cause a Subcontractor to provide adequate insurance coverage for the protection of those employees not otherwise protected. The Contractor shall file with the Owner certificates of insurance as required under this Article and in compliance with Labor Code section 3700.

If the contractor fails to maintain such insurance, the Owner may take out compensation insurance which the Owner might be liable to pay under the provisions of the Act by reason of an employee of the Contractor being injured or killed, and withhold from progress payments and/or retention the amount of the premium for such insurance.

11.1.6 BUILDER'S RISK/"ALL RISK" INSURANCE

11.1.6.1 COURSE-OF-CONSTRUCTION INSURANCE REQUIREMENTS

Unless provided by Owner at Owner's sole discretion, Contractor, during the progress of the Work and until final acceptance of the Work by Owner upon Completion of the entire Contract, shall maintain Builder's Risk/Course-of-Construction insurance satisfactory to the Owner, issued on a completed value basis on all insurable Work included under the Contract Documents. This insurance shall insure against all risks, including but not limited to the following perils: vandalism, theft, malicious mischief, fire, sprinkler leakage, civil authority, sonic boom, explosion, collapse, flood, earthquake (for projects not solely funded through revenue bonds, limited to earthquakes equivalent to or under 3.5 on the Richter Scale in magnitude), wind, hail, lightning, smoke, riot or civil commotion, debris removal (including demolition) and reasonable compensation for the Architect's services and expenses required as a result of such insured loss. This insurance shall provide coverage in an amount not less than the full cost to repair, replace or reconstruct the Work. Such insurance shall include the Owner, the Architect, and any other person or entity with an insurable interest in the Work as an additional named insured.

The Contractor shall submit to the Owner for its approval all items deemed to be uninsurable under the Builder's Risk/Course-of Construction insurance. The risk of the damage to the Work due to the perils covered by the Builder's Risk/Course-of-Construction 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 Owner, nor will such loss or damage excuse the Complete and satisfactory performance of the Contract by the Contractor.

11.1.7 CONSENT OF INSURER FOR PARTIAL OCCUPANCY OR USE

Partial occupancy or use in accordance with the Contract Documents shall not commence until the insurance company providing property insurance has consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company and shall, without mutual consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of the insurance.

11.1.8 FIRE INSURANCE

Before the commencement of the Work, the Contractor shall procure, maintain, and cause to be maintained at the Contractor's expense, fire insurance on all Work included under the Contract Documents, insuring the full replacement value of such Work as well as the cost of any removal and demolition necessary to replace or repair all Work damaged by fire. The amount of fire insurance shall be subject to approval by the Owner and shall be sufficient to protect the Work against loss or damage in full until the Work is accepted by the Owner. Should the Work being constructed be damaged by fire or other causes during construction, it shall be replaced in accordance with the requirements of the drawings and specifications without additional expense to the Owner.

11.1.9 **OTHER INSURANCE**

The Contractor shall provide all other insurance required to be maintained under applicable laws, ordinances, rules, and regulations.

11.1.10 **PROOF OF CARRIAGE OF INSURANCE**

The Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract until all required insurance, certificates, and an Additional Insured Endorsement and Declarations Page have been obtained and delivered in duplicate to the Owner for approval subject to the following requirements:

(a) Certificates and insurance policies shall include the following clause:

> This policy shall not be non-renewed, canceled, or reduced in required limits of liability or amounts of insurance until notice has been mailed to the Owner. Date of cancellation or reduction may not be less than thirty (30) days after the date of mailing notice.

(b) Certificates of insurance shall state in particular those insured, the extent of insurance, location and operation to which the insurance applies, the expiration date, and cancellation and reduction notices.

(c) Certificates of insurance shall clearly state that the Owner and the Architect are named as additional insureds under the policy described and that such insurance policy shall be primary to any insurance or self-insurance maintained by Owner and any other insurance carried by the Owner with respect to the matters covered by such policy shall be excess and non-contributing.

(d) The Contractor and its Subcontractors shall produce a certified copy of any insurance policy required under this Section upon written request of the Owner.

11.1.11 **COMPLIANCE**

In the event of the failure of any contractor to furnish and maintain any insurance required by this Article, the Contractor shall be in default under the Contract. Compliance by Contractor with the requirement to carry insurance and furnish certificates, policies, Additional Insured Endorsement and Declarations Page evidencing the same shall not relieve the Contractor from liability assumed under any provision of the Contract Documents, including, without limitation, the obligation to defend and indemnify the Owner and the Architect.

11.2 PERFORMANCE AND PAYMENT BONDS

11.2.1 BOND REQUIREMENTS

Unless otherwise specified in the Contract Documents, prior to commencing any portion of the Work, the Contractor shall apply for and furnish Owner separate payment and performance bonds for its portion of the Work which shall cover 100% faithful performance of and payment of all obligations arising under the Contract Documents and/or guaranteeing the payment in full of all claims for labor performed and materials supplied for the Work. All bonds shall be provided by a corporate surety authorized and admitted to transact business in California. All bonds shall be submitted on the Owner's approved form.

To the extent, if any, that the Contract Sum is increased in accordance with the Contract Documents, the Contractor shall cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the Owner. To the extent available, the bonds shall further provide that no change or alteration of the Contract Documents (including, without limitation, an increase in the Contract Sum, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor will release the surety. If the Contractor fails to furnish the required bond, the Owner may terminate the Contract for cause.

11.2.2 SURETY QUALIFICATION

Only bonds executed by admitted Surety insurers as defined in Code of Civil Procedure section 995.120 shall be accepted. The surety insurers must, unless otherwise agreed to by Owner in writing, at the time of issuance of the bonds, have a rating not lower than "A-" as rated by A.M. Best Company, Inc. or other independent rating companies. Owner reserves the right to approve or reject the surety insurers selected by Contractor and to require Contractor to obtain bonds from surety insurers satisfactory to the Owner.

ARTICLE 12

UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

12.1.1 UNCOVERING WORK FOR REQUIRED INSPECTIONS

If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, Contractor must, if required in writing by the Owner, uncover it for the Owner's observation and replace the removed work at the Contractor's expense without change in the Contract Sum or Time.

12.1.2 COSTS FOR INSPECTIONS NOT REQUIRED

If a portion of the Work has been covered which the Owner has not specifically requested to

observe prior to its being covered, the Owner may request to see such work, and it shall be uncovered by the Contractor. If such work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be paid by the Owner. If such work is not in accordance with Contract Documents, the Contractor shall pay such costs, unless the condition was caused by the Owner or a separate contractor, in which event the Owner shall be responsible for payment of such costs to the Contractor.

12.2 CORRECTION OF WORK; WARRANTY

12.2.1 CORRECTION OF REJECTED WORK

The Contractor shall promptly correct the work rejected by the Owner for failing to conform to the requirements of the Contract Documents, until the statutes of limitation (or repose) and all warranties have run, as applicable, and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting the rejected work, including additional testing, inspections, and compensation for the Owner's expenses and costs incurred.

12.2.2 REMOVAL OF NONCONFORMING WORK

The Contractor shall remove from the Site portions of the Work which are not in accordance with the requirements of the Contract Documents and are not corrected by the Contractor or accepted or approved by the Owner.

12.2.3 OWNER'S RIGHTS IF CONTRACTOR FAILS TO CORRECT

If the Contractor fails to correct nonconforming work within a reasonable time, the Owner may correct it in accordance with Section 2.4. As part of Owner's correction of the work, the Owner may remove any portion of the nonconforming Work and store any salvageable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten (10) days after written notice, the Owner may upon ten (10) additional days written notice sell such material 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 compensation for the Architect's and other professionals and representatives' services and expenses, made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contractor shall be invoiced for the deficiency or Owner may withhold such costs from payment pursuant to Section 9.5. If progress payments or retention then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

12.2.4 COST OF CORRECTING THE WORK

The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of the nonconforming work.

12.2.5 WARRANTY CORRECTIONS (INCLUDES REPLACEMENT)

Pursuant to the warranty in Sections 3.5 and 9.7.1, if within one (1) year after the Completion of the Work or within a longer time period for an applicable special warranty or guarantee required by the Contract Documents, any of the Work does not comply with the Contract Documents, the Contractor shall correct it after receipt of Owner's written notice to do so, unless the Owner has previously waived in writing such right to demand correction. Contractor shall correct the Work promptly, and passage of the applicable warranty period shall not release Contractor from its obligation to correct the Work if Owner provided the written notice within the applicable warranty period. Contractor's obligation to correct the warranty item continues until the correction is made. After the correction is made to Owner's satisfaction, a new warranty period of the same length as the original warranty period shall run on the corrected work. The obligations under this paragraph 12.2.5 shall survive acceptance of the Work under the Contract and termination of the Contract.

12.2.6 NO TIME LIMITATION

Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the time period of one (1) year as described in Sections 3.5, 9.7.1, and 12.2.5 relates only to the specific warranty obligation of the Contractor to correct the Work after the date of commencement of warranties, and has, for example, no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, or to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 NONCONFORMING WORK AND WITHHOLDING THE VALUE OF IT

If it is found at any time before Completion of the Work that the Contractor has varied from the Contract Documents in materials, quality, form, finish, or in the amount or value of the materials or labor used, the Owner may, in addition to other remedies in the Contract Documents or under law and as allowed by law, accept the improper Work. The Owner may withhold from any amount due or to become due Contractor that sum of money equivalent to the difference in value between the Work performed and that called for by the Drawings and Specifications. The Owner shall determine such difference in value. No structural-related Work shall be accepted that is not in conformance with the Contract Documents.

ARTICLE 13

MISCELLANEOUS PROVISIONS

13.1 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

13.2 SUCCESSORS AND ASSIGNS

The Owner and the Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns, and legal representatives of such other party in respect to covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole or in part without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE

In the absence of specific notice requirements in the Contract Documents, written notice shall be deemed to have been duly served if delivered in person to the individual, member of the firm or entity, or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the party giving notice. Owner shall, at Contractor's cost, timely notify Contractor of Owner's receipt of any third party claims relating to the Contract pursuant to Public Contract Code section 9201.

13.4 RIGHTS AND REMEDIES

13.4.1 DUTIES AND OBLIGATIONS CUMULATIVE

Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

13.4.2 NO WAIVER

No action or failure to act by the Owner, Inspector of Record, Architect or any construction manager shall constitute a waiver of a right or duty afforded them under the Contract Documents, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed to in a written amendment to the Contract.

13.5 TESTS AND INSPECTIONS

13.5.1 COMPLIANCE

Tests, inspections, and approvals of portions of the Work required by the Contract Documents will comply with Title 24, and with all other laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction.

13.5.2 INDEPENDENT TESTING LABORATORY

The Owner will select and pay an independent testing laboratory to conduct all tests and

inspections, including shipping or transportation costs or expenses (mileage and hours). Selection of the materials required to be tested shall be made by the laboratory or the Owner's representative and not by the Contractor. However, if Contractor requests that the Owner use a different testing laboratory and Owner chooses to approve such request, Contractor shall pay any additional shipping or transportation costs or expenses (mileage and hours). If Owner pays such additional costs or expenses instead of Contractor, then Owner may invoice such costs or expenses to the Contractor or withhold such costs or expenses from progress payments and/or retention.

13.5.3 ADVANCE NOTICE TO INSPECTOR OF RECORD

The Contractor shall notify the Inspector of Record a sufficient time in advance of its readiness for required observation or inspection so that the Inspector of Record may arrange for same. The Contractor shall notify the Inspector of Record a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents which must, by terms of the Contract Documents, be tested in order that the Inspector of Record may arrange for the testing of the material at the source of supply.

13.5.4 TESTING OFF-SITE

Any material shipped by the Contractor from the source of supply, prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said Inspector of Record that such testing and inspection will not be required, shall not be incorporated in the Work.

13.5.5 ADDITIONAL TESTING OR INSPECTION

If the Inspector of Record, the Architect, the Owner, or public authority having jurisdiction determines that portions of the Work require additional testing, inspection, or approval not included under section 13.5.1, the Inspector of Record will, upon written authorization from the Owner, make arrangements for such additional testing, inspection, or approval. The Owner shall bear such costs except as provided in section 13.5.6.

13.5.6 COSTS FOR RETESTING

If such procedures for testing, inspection, or approval under sections 13.5.1, 13.5.2 and 13.5.5 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs arising from such failure, including those of re-testing, re-inspection, or re-approval, including, but not limited to, compensation for the Architect's services and expenses. Any such costs shall be paid by the Owner, invoiced to the Contractor, and, among other remedies, can be withheld from progress payments and/or retention.

13.5.7 COSTS FOR PREMATURE TEST

In the event the Contractor requests any test or inspection for the Project and is not completely ready for the inspection, the Contractor shall be invoiced by the Owner for all costs and expenses

resulting from that testing or inspection, including, but not limited to, the Architect's fees and expenses, and the amount of the invoice can among other remedies, be withheld from progress payments and/or retention.

13.5.8 TESTS OR INSPECTIONS NOT TO DELAY WORK

Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

13.6 [INTENTIONALLY LEFT BLANK]

13.7 TRENCH EXCAVATION

13.7.1 TRENCHES GREATER THAN FIVE FEET

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

13.7.2 EXCAVATION SAFETY

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

13.7.3 NO TORT LIABILITY OF OWNER

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

13.7.4 NO EXCAVATION WITHOUT PERMITS

The Contractor shall not commence any excavation work until it has secured all necessary permits including the required CAL OSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

13.8 WAGE RATES

13.8.1 WAGE RATES

Pursuant to the provisions of Article 2 (commencing at § 1770), Chapter 1, Part 7, Division 2, of the Labor Code, the governing board of the Owner has obtained the general prevailing rate of per

diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification, or type of worker needed for this Project from the Director of Industrial Relations ("Director"). These rates are on file with the Clerk of the Owner's Governing Board, and copies will be made available to any interested party on request. The Contractor shall post a copy of such wage rates at the Site.

13.8.2 HOLIDAY AND OVERTIME PAY

Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half (1½) times the above specified rate of per diem wages, unless otherwise specified. Holidays shall be defined in the Collective Bargaining Agreement applicable to each particular craft, classification, or type of worker employed.

13.8.3 WAGE RATES NOT AFFECTED BY SUBCONTRACTS

The Contractor shall pay and shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director, regardless of any contractual relationship which may be alleged to exist between the Contractor or any Subcontractor and such workers.

13.8.4 CHANGE IN PREVAILING WAGE DURING BID OR CONSTRUCTION

If during the period this bid is required to remain open, the Director of Industrial Relations determines that there has been a change in any prevailing rate of per diem wages in the locality in which this public work is to be performed, such change shall not alter the wage rates discussed in the Notice to Bidders or the Contract subsequently awarded.

13.8.5 FORFEITURE AND PAYMENTS

Pursuant to Labor Code section 1775, the Contractor and any subcontractor under the Contractor shall as a penalty to the Owner, forfeit not more than two hundred dollars ($200.00) for each calendar day, or portion thereof, for each worker paid less than the prevailing rate of per diem wages, determined by the Director, for such craft or classification in which such worker is employed for any public work done under the Agreement by the Contractor or by any Subcontractor under it. Minimum penalties shall apply, as also provided in Civil Code section 1775. The amount of the penalty shall be determined by the Labor Commissioner and shall be based on both of the following: (1) 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 upon being brought to the attention of the contractor or subcontractor; and (2) whether the contractor or subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between such prevailing rate of per diem wage and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the prevailing rate of per diem wage shall be paid to each work by the Contractor or subcontractor.

13.8.6 MINIMUM WAGE RATES

Any worker employed to perform Work, which Work is not covered by any craft or classification listed in the general prevailing rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the craft or classification which most nearly corresponds to the Work to be performed by them, and such minimum wage rate shall be retroactive to time of initial employment of such person in such craft or classification.

13.8.7 PER DIEM WAGES

Pursuant to Labor Code section 1773.1, per diem wages includes employer payments for health and welfare, pension, and vacation pay.

13.8.8 POSTING OF WAGE RATES AND OTHER REQUIRED JOB SITE NOTICES

The Contractor shall post at appropriate conspicuous points on the Site, a schedule showing all determined minimum wage rates and all authorized deductions, if any, from unpaid wages actually earned and all other required job site notices as prescribed by regulation.

13.9 RECORD OF WAGES PAID: INSPECTION

13.9.1 APPLICATION OF LABOR CODE

Pursuant to section 1776 of the Labor Code:

(a) Each Contractor and subcontractor shall keep accurate payroll records, showing the name, address, social security number, work classification, and straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. Each payroll record shall contain or be verified by a written declaration that is made under penalty of perjury, stating both of the following:

(1) The information contained in the payroll record is true and correct.

(2) The employer has complied with the requirements of sections 1771, 1811 and 1815 for any work performed by his or her employees on the public works project.

(b) The payroll records enumerated under subdivision (a) shall be certified and shall be available for inspection at all reasonable hours at the principal office of the Contractor on the following basis:

(1) A certified copy of an employee's payroll record shall be made available for inspection or furnished to the employee or his or her authorized representative on request.

(2) A certified copy of all payroll records enumerated in subdivision (a) shall be made available for inspection or furnished upon request to a representative of the Owner and the Division of Labor Standards Enforcement of the Department of Industrial Relations ("DIR") and as may be required by the Labor Commissioner under Labor Code section 1771.4. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner monthly or more frequently, if so specified in the Agreement and in a format the Labor Commissioner prescribes.

(3) A certified copy of all payroll records enumerated in subdivision (a) shall be made available upon request by the public for inspection or for copies thereof. However, a request by the public shall be made through either the body awarding the contract or the Division of Labor Standards Enforcement of the DIR. If the requested payroll records have not been provided pursuant to paragraph (2), the requesting party shall, prior to being provided the records, reimburse the costs of the preparation by the contractor, subcontractors, and the entity through which the request was made. The public may not be given access to such records at the principal office of the Contractor.

(c) Unless required as of January 1, 2015, to be furnished directly to the Labor Commissioner under Labor Code section 1771.4(a)(3), the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement of the DIR or shall contain the same information as the forms provided by the division. The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in (a) above.

(d) A Contractor or subcontractor shall file a certified copy of the records enumerated in subdivision (a) with the entity that requested such records within 10 days after receipt of a written request.

(e) Except as provided in subdivision (f), any copy of records made available for inspection as copies and furnished upon request to the public or any public agency by the awarding body or the Division of Labor Standards Enforcement of the DIR shall be marked or obliterated to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or the subcontractor performing the Contract shall not be marked or obliterated. Any copy of records made available for inspection by, or furnished to, a multiemployer Taft-Hartley trust fund (29 U.S.C. Sec. 186(c)(5) that requests the records for the purposes of allocating contributions to participants shall be marked or obliterated only to prevent disclosure of an individual's full social security number, but shall provide the last four digits of the social security number. Any copy of records made available for inspection by, or furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Sec. 175a) shall be marked or obliterated only to prevent disclosure of an individual's social security number.

(f) Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records. Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number. An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subsection.

(g) The contractor shall inform the body awarding the contract of the location of the records enumerated under subdivision (a), including the street address, city and county, and shall, within five working days, provide a notice of a change of location and address.

(h) The contractor or subcontractor has 10 days in which to comply subsequent to receipt of written notice requesting the records enumerated in subdivision (a). In the event that the Contractor or subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to the state or political subdivision on whose behalf the contract is made or awarded, 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 Division of Labor Standards Enforcement of the DIR, these penalties shall be withheld from progress payments then due. A contractor is not subject to a penalty assessment pursuant to this section due to the failure of the subcontractor to comply with this section.

13.10 APPRENTICES

13.10.1 APPRENTICE WAGES AND DEFINITIONS

All apprentices employed by the Contractor to perform services under the Contract shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he or she is employed, and shall be employed only at the work of the craft or trade to which he or she is registered. Only apprentices, as defined in section 3077 of the Labor Code, who are in training under apprenticeship standards and written apprenticeship agreements under Chapter 4 (commencing with § 3070) of Division 3, are eligible to be employed under this Contract. The employment and training of each apprentice shall be in accordance with the apprenticeship standards and apprentice agreements under which he or she is training.

13.10.2 APPRENTICE LABOR POOL

When the Contractor to whom the Contract is awarded by the Owner, or any Subcontractor under him or her, in performing any of the Work under the Contract or subcontract, employs workers in any apprenticeable craft or trade, the Contractor and 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 Project, for a certificate approving the Contractor or Subcontractor under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. However, 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 subject Contractor or Subcontractor, shall arrange for the dispatch of apprentices to the Contractor or Subcontractor in order to comply with this section. Every Contractor and Subcontractor shall submit the contract award information 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. There shall be an affirmative duty upon the joint apprenticeship committee or committees administering the apprenticeship standards of the crafts or trade in the area of the Site of the public 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. The ratio of work performed by apprentices to journeymen, who shall be employed in the craft or trade on the Project, may be the ratio stipulated in the apprenticeship standards under which the joint apprenticeship committee operates, but, except as otherwise provided in this section, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman. However, the minimum ratio for the land surveyor classification shall not be less than one (1) apprentice for each five (5) journeymen.

13.10.3 JOURNEYMAN/APPRENTICE RATIO; COMPUTATION OF HOURS

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 job Site 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 end of the Contract. However, the Contractor shall 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 job Site. 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 (1) apprentice for each five (5) journeymen in a craft or trade classification.

13.10.4 JOURNEYMAN/APPRENTICE RATIO

The Contractor or Subcontractor, if he or she is covered by this section upon the issuance of the approval certificate, or if he or she has been previously approved in the 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 he or she employs apprentices in the craft or trade in the state on all of his or her contracts on an annual average of not less than one (1) hour of apprentice work for every five (5) hours of labor performed by a journeyman, or in the land surveyor classification, one (1) apprentice for each five (5)

journeymen, the Division of Apprenticeship Standards may grant a certificate exempting the Contractor from the 1-to-5 hourly ratio as set forth in this section. This section shall not apply to contracts of general contractors or to contracts of specialty contractors not bidding for work through a general or prime contractor, when the contracts of general contractors or those specialty contractors involve less than Thirty Thousand Dollars ($30,000) or twenty (20) working days. Any work performed by a journeyman in excess of eight (8) hours per day or forty (40) hours per week, shall not be used to calculate the hourly ratio required by this section.

13.10.4.1 ***Apprenticeable Craft or Trade.*** "Apprenticeable craft or trade" as used in this Article means a craft or trade determined as an apprenticeable occupation in accordance with the rules and regulations prescribed by the California Apprenticeship Council. 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 a Contractor from the 1-to-5 ratio set forth in this Article when it finds that any one of the following conditions is met:

A. Unemployment for the previous three-month period in the area exceeds an average of fifteen percent (15%).

B. The number of apprentices in training in such area exceeds a ratio of 1-to-5.

C. There is a showing that the apprenticeable craft or trade is replacing at least one-thirtieth (1/30) of its journeymen annually through the apprenticeship training, either on a statewide basis or on a local basis.

D. Assignment of an apprentice to any work performed under this contract would create a condition which would jeopardize his or her 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.

13.10.5 **RATIO EXEMPTION**

When exemptions are granted to an organization which represents Contractors in a specific trade from the 1-to-5 ratio on a local or statewide basis, the member Contractors will not be required to submit individual applications for approval to local joint apprenticeship committees, if they are already covered by the local apprenticeship standards.

13.10.6 **APPRENTICE FUND**

A Contractor to whom the Contract is awarded or any Subcontractor under him or her, who, in performing any of the work under the Contract, employs 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 Project, to which fund or funds other contractors in the area of the Site of the Project are contributing, shall contribute to the fund or funds in each craft or trade in which he or she employs journeymen or apprentices on the Project 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 the funds, contractors not signatory to the trust agreement shall pay a like amount to the California Apprenticeship Council. The Contractor or Subcontractor may add the amount of the contributions in computing his or her bid for the contract. The Division of Labor Standards Enforcement is authorized to enforce the payment of the contributions to the fund or funds as set forth in the Labor Code section 227.

13.10.7 PRIME CONTRACTOR COMPLIANCE

The responsibility of compliance with section 13.10 and section 1777.5 of the Labor Code for all apprenticeable occupations is with the Contractor.

13.10.8 DECISIONS OF JOINT APPRENTICESHIP COMMITTEE

All decisions of the joint apprenticeship committee under this section13.10 and Labor Code section 1777.5 are subject to Labor Code section 3081.

13.10.9 NO BIAS

It shall be unlawful for an employer or a labor union to refuse to accept otherwise qualified employees as registered apprentices on any public works on the grounds of race, religious creed, color, national origin, ancestry, sex, or age, except as provided in the Labor Code section 3077.

13.10.10 VIOLATION OF LABOR CODE

Pursuant to Labor Code sections 1777.1 and 1777.7, in the event a Contractor or Subcontractor fails to comply with the provisions of this section 13.10 and Labor Code section 1777.5, penalties shall apply, including among other things:

(a) The Labor Commissioner may deny to the contractor or subcontractor, and to its responsible officers, the right to bid on, or be awarded or perform work as a subcontractor on, any public works project for a period of up to one year for the first violation and for a period of up to three years for the second and subsequent violation. Each period of debarment shall run from the date the determination of noncompliance by the Labor Commissioner becomes a final order.

(b) A contractor or subcontractor who violates section 1777.5 shall forfeit as a civil penalty an amount not exceeding the sum of one hundred dollars ($100) for each full calendar day of noncompliance. Upon receipt of a determination that a civil penalty has been imposed, the awarding body shall enforce the penalty, which includes withholding the amount of the civil penalty from the contract progress payments or retention then due or to become due.

(c) In lieu of the penalty provided, the Labor Commissioner may for a first time violation and with the concurrence of an applicable apprenticeship program, order the contractor or subcontractor to provide apprentice employment equivalent to the work

hours that would have been provided for apprentices during the period of noncompliance.

(d) Any funds withheld by the awarding body pursuant to this section shall be deposited in the General Fund.

(e) The interpretation and enforcement of section 1777.5 and this section shall be in accordance with the regulations of the California Apprenticeship Council.

Pursuant to Public Contract Code section 6109, no contractor or subcontractor may bid on, be awarded, or perform work as a subcontractor on a public works project if ineligible to bid or work on, or be awarded, a public works project pursuant to section 1777.1 of the Labor Code.

13.11 ASSIGNMENT OF ANTITRUST CLAIMS

13.11.1 APPLICATION

Pursuant to Public Contract Code section 7103.5 and Government Code section 4552, in entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or Subcontractor offers and agrees to assign to the Owner all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 [commencing with § 16700] of Part 2 of Division 7 of the Bus. & Prof. Code), arising from the purchase of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders Final Progress Payment to the Contractor, without further acknowledgment by the parties. If the Owner receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under Chapter 11 (commencing with § 4550) of Division 5 of Title 1 of the Government Code, the assignor may, upon demand, recover from the Owner any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the Owner as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

13.11.2 ASSIGNMENT OF CLAIM

Upon demand in writing by the assignor, the Owner shall, within one (1) 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 the Owner has not been injured thereby or the Owner declines to file a court action for the cause of action.

13.12 AUDIT

Pursuant to and in accordance with the provisions of Government Code section 8546.7, or any amendments thereto, all books, records, and files of the Owner, the Contractor, or any Subcontractor connected with the performance of this Contract involving the expenditure of state funds in excess of Ten Thousand Dollars ($10,000.00), including, but not limited to, the

administration thereof, shall be subject to the examination and audit of the Office of the Auditor General of the State of California for a period of three (3) years after release of all retention under this Contract. Contractor shall preserve and cause to be preserved such books, records, and files for the audit period. During the progress of the Work and for three (3) years after release of all retention under the Contract, Owner shall also have the right to an audit, and Contractor must cooperate by producing all information requested within seven (7) days.

13.13 STORM WATER DISCHARGE PERMIT

If applicable, the Contractor shall file a Notice of Intent to comply with the terms of the general permit to discharge storm water associated with construction activity (WQ Order No. 920-08-DWQ). The Notice of Intent must be sent to the following address along with the appropriate payment (warrant to be furnished by the Owner upon request by the Contractor, allow warrant processing time.): California State Water Resources Control Board, Division of Water Quality, Storm Water Permit Unit, P.O. Box 1977, Sacramento, CA 95812-1977. The Contractor may also call the State Water Board's Construction Activity Storm Water Hotline at (916) 657-1146. The Notice of Intent shall be filed prior to the start of any construction activity.

ARTICLE 14

TERMINATION OR SUSPENSION OF THE CONTRACT

14.1 TERMINATION BY THE CONTRACTOR FOR CAUSE

Contractor may not terminate for convenience. Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, **and** the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 GROUNDS FOR TERMINATION

The Owner may terminate the Contract if the Contractor:

A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work to meet a Milestone Deadline or to Complete within the Contract Time;

B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);

D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or

E. Otherwise is in breach of the Contract Documents.

14.2.2 NOTIFICATION OF TERMINATION

When any of the above reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner, give notice to Contractor of the grounds for termination and demand cure of the grounds within seven (7) days (a "Notice of Intent to Terminate"). If Contractor fails to **either** (a) completely cure the grounds for termination within seven (7) days **or** (b) reasonably commence cure of the grounds for termination within seven (7) days and reasonably continue to cure the grounds for termination until such cure is complete, then Owner may terminate the Contract effective immediately upon service of written Notice of Termination and may, subject to any prior rights of Contractor's surety on the performance bond ("Surety"):

A. Take possession of the Site and of all material, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

B. Accept assignment of subcontracts pursuant to section 5.4; and

C. Complete the Work by whatever reasonable method the Owner may deem expedient.

14.2.3 PAYMENTS WITHHELD

If the Owner terminates the Contract for one of the reasons stated in section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is Complete.

14.2.4 **PAYMENTS UPON COMPLETION**

If the unpaid balance of the Contract Sum exceeds costs of Completing the Work, including compensation for professional services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. This payment obligation shall survive Completion of the Work.

14.2.5 **INCLUSION OF TERMINATION FOR CONVENIENCE**

Any purported termination by Owner for cause under this section 14.2, which is revoked or determined to not have been for cause, shall be deemed to have been a termination for convenience effective as of the same date as the purported termination for cause.

14.3 SUSPENSION OR TERMINATION BY THE OWNER FOR CONVENIENCE

14.3.1 **SUSPENSION BY OWNER**

The Owner may, without cause, order the Contractor in writing to suspend, delay, or interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.1.1 ***Adjustments.*** An adjustment shall be made for increases in the cost of performance of the Contract, including profit on the increased cost of performance caused by suspension, delay, or interruption. No adjustment shall be made to the extent:

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

B. That an equitable adjustment is made or denied under another provision of this Contract.

14.3.1.2 ***Adjustments for Fixed Cost.*** Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

14.3.2 **TERMINATION BY THE OWNER FOR CONVENIENCE**

14.3.2.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

14.3.2.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. Cease operations as directed by the Owner in the notice;

2. Take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. Except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

14.3.2.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination.

14.4 NOT A WAIVER

Any suspension or termination by Owner for convenience or cause under this Article 14 shall not act as a waiver of any claims by Owner against Contractor or others for damages based on breach of contract, negligence or other grounds.

14.5 MUTUAL TERMINATION FOR CONVENIENCE

The Contractor and the Owner may mutually agree in writing to terminate this Contract for convenience. The Contractor shall receive payment for all Work performed to the date of termination in accordance with the provisions of Article 9.

14.6 EARLY TERMINATION

Notwithstanding any provision herein to the contrary, if for any fiscal year of this Contract the governing body of the Owner fails to appropriate or allocate funds for future periodic payments under the Contract after exercising reasonable efforts to do so, the Owner may upon thirty (30) days' notice, order Work on the Project to cease. The Owner will remain obligated to pay for the Work already performed but shall not be obligated to pay the balance remaining unpaid beyond the fiscal period for which funds have been appropriated or allocated and for which the Work has not been done.

WORKERS' COMPENSATION CERTIFICATE

Labor Code Section 3700, in relevant part, provides:

> "Every employer except the state shall secure the payment of compensation in one or more of the following ways:
>
> (a) By being insured against liability to pay compensation 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 as one employer in a group of employers. Said certificate 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, … "

I am aware of the provisions of the Labor Code Section 3700 which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract. I shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

_____
Name of Contractor

_____
Signature

_____ _____
Print Name Date

(In accordance with Article 5 (commencing at Section 1860], Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under the contract.)

DRUG-FREE WORKPLACE CERTIFICATION

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

Pursuant to Government Code Section 8355, every person or organization awarded a contract or grant from a State agency shall certify that it will provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the person's or organization's workplace and specifying actions which will be taken against employees for violations of the prohibition;

(b) Establishing a drug-free awareness program to inform employees about all of the following:

(1) The dangers of drug abuse in the workplace;
(2) The person's or organization's policy of maintaining a drug-free workplace;
(3) The availability of drug counseling, rehabilitation and employee-assistance programs;
(4) The penalties that may be imposed upon employees for drug abuse Violations;

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

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

I also understand that if the Owner determines that I have either (a) made a false certification herein, or (b) violated this certification by failing to carry out the requirements of Section 8355, that the contract or grant awarded herein is subject to suspension of payments, termination, or both. I further understand that should I violate the terms of the Drug-Free Workplace Act of 1990, I may be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

I acknowledge that I am aware of the provisions of Government Code Section 8350 *et seq*. and hereby certify that I will adhere to the requirements of the Drug-Free Workplace Act of 1990.

_____
Name of Contractor_____

_____
Signature

_____ _____
Print Name Date

PRIME BIDDER CERTIFICATION OF DISABLED VETERAN BUSINESS ENTERPRISE PARTICIPATION

To be completed by the Prime Bidder

PART I – IDENTIFICATION INFORMATION

BIDDER'S NAME	BUSINESS ADDRESS	TELEPHONE NUMBER
SCHOOL DISTRICT	**COUNTY**	**APPLICATION NO.**

PART II – METHOD OF COMPLIANCE WITH DVBE PARTICIPATION GOALS – Include this form and any other applicable documents listed in this table with your bid/proposal. Read the three columns in the table below as sentences from left to right. Check the appropriate box to indicate your method of committing the contract dollar amount.

NOTE: *Architectural, engineering, environmental, land surveying or construction management firms must indicate their method of compliance by marking the appropriate box A, B, C, or D after selection by the District and before the contract is signed.*

YOUR BUSINESS ENTERPRISE	AND YOU	AND YOU
A. ☐ *is Disabled Veteran owned and your forces, will perform at least 3 percent of this contract*	*will include a copy of your DVBE letter from the Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS).*	
B. ☐ *is Disabled Veteran owned* ***but is unable*** *to perform the 3 percent of this contract with your forces*	*will use DVBE subcontractors/ suppliers to bring the contract participation to at least 3 percent*	*will include a copy of each DVBE's letter from OSDS (including yours, if applicable).*
C. ☐ *is* ***not*** *Disabled Veteran owned*	*will use DVBE subcontractors/ suppliers for at least 3 percent of this contract*	
D. ☐ *is unable to meet the required participation goals*	*will complete a Good Faith Effort to obtain DVBE participation*	*will include the Prime Bidder's Good Faith Effort Worksheet.*

Note: An Office of Small Business and Disabled Veteran Business Enterprise Services (OSDS) letter must be attached for each DVBE participating in the contract. The DVBE letter is obtained by application through the OSDS and must be provided at the time of bid opening. If the letter is not provided, the bid may be deemed nonresponsive and may be ineligible for award of the contract.

Continued on reverse side

PART III – DVBE DOLLAR PARTICIPATION OF BID/PROPOSAL – *Architectural, engineering, environmental, land surveying or construction management firms complete this part* ***after*** *selection by the district and before the contract is signed.*

Show deductive alternate(s) in parenthesis. For more alternates/base bids, use a separate page to show items.

A. If your business enterprise is a DVBE, list in the appropriate column the total dollar amount of your bid to be performed by your own participation.

B. List all your DVBE subcontractors/suppliers. Enter in the appropriate column the dollar amount for each of your subcontractors/suppliers.

C. Enter the total of Lines A and B for each column.

D. Enter the dollar amount of the bid/proposal to be performed by **non**-DVBE firms. Note: This line is the sum of the prime and subcontractor(s) **non**-DVBE dollar participation.

E. Enter the sum of the column totals from Line C and Line D. Note: Please be aware that the final determination of DVBE compliance is made based on the contract amount resulting from the district's acceptance or rejection of alternates.

	BASE BID/PROPOSAL	**ALTERNATE #1**	**ALTERNATE #2**	**ALTERNATE #3 OR BASE BID B**	**ALTERNATE #4 OR BASE BID C**	**ALTERNATE #5** (Modernization or Reconstruction Only)
A. Prime Bidder, *if DVBE (own participation)*	$	$	$	$	$	$
B. DVBE Subcontractor or Supplier						
1.						
2.						
3.						
4.						
C. Subtotal (A & B)						
D. Non-DVBE						
E. Total Bid						

PRIME BIDDER GOOD FAITH EFFORT WORKSHEET

This worksheet is to be used to assist the Prime Bidder in meeting the 3% DVBE participation goal

BIDDER'S NAME	BUSINESS ADDRESS	CONTACT PERSON
TELEPHONE NUMBER	OWNER	COUNTY

GENERAL INSTRUCTIONS:

This worksheet is to be used to assist you in meeting the 3 percent DVBE participation goal. If specific information is not provided for Parts I through III, you do not meet the test of the "Good Faith Effort" and cannot so certify. If you are qualifying based on a "Good Faith Effort" you must include this form with your bid/proposal to the Owner.

PART I – CONTACTS *To identify DVBE subcontractors/suppliers for participation in your bid/proposal, contact must be made with each of the following categories. It is recommended that you contact several DVBE organizations.*

CATEGORY	TELEPHONE NUMBER	DATE CONTACTED	PERSON CONTACTED
1. Owner			
2. Office of Small Business and Disabled Veterans Business Enterprise Services (OSDS). OSDS publishes assistance locating DVBE's at https://www.dgs.ca.gov/PD-OSDS	(916) 375-4940		
3. DVBE Organizations (*List*):			
4. Write "recorded message" in this column, if applicable.			

PART II – ADVERTISEMENTS *You must make at least two (2) advertisements, one (1) in a paper that focuses on DVBE and one (1) in a trade paper. Advertisements should be published at least 14 days prior to bid/proposal opening; if you cannot advertise 14 days prior, advertise as soon as possible and provide an explanation. (Advertisements must be published in time to allow for a reasonable response). Advertisements must include that your firm is seeking DVBE participation, the project name and location, your firm's name, your firm's contact person, and phone number.*

Attach copies of advertisements to this form.

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

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

IF THE DVBE…..	THEN…..	AND…..
Was selected to participate	Check "yes" in the "SELECTED" column, include the applicable dollar amount in Part III of the Form SAB 515PB	Include a copy of their DVBE letter from OSDS.
Was **not** selected to participate	Check "no" in the "SELECTED" column	State why in the "REASON NOT SELECTED" column.
Did not respond to your solicitation	Check the "NO RESPONSE" column	

DISABLED VETERANS BUSINESS ENTERPRISES CONTACTED	SELECTED		REASON NOT SELECTED *This section must be completed*	NO RESPONSE
	YES	NO		

IMPORTANT NOTE:

Please be aware that certification of the "Good Faith Effort" may only be made if you fully complete Parts I, II, and III on both sides of this form. A copy of this form must be retained by you and may be subject to a future audit.

CERTIFICATION

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

SIGNATURE OF CHIEF EXECUTIVE OFFICER	DATE

2. Main Electrical Service, 'MSB': The main electrical service located in the main campus building serves the existing campus building including Building B.
3. Fire Alarm System: The existing fire alarm system shall remain operative during demolition until it is approved by the District to begin the replacement. Any interruption in operation shall be coordinated with the district at least 5 business days before work is to commence. The contractor shall supply fire watch when and where required.
4. Telephone and Data Service: Telephone and data service is to remain in service. The contractor shall maintain the data IDF cabinet in the office area and protect it from damage during construction. If there is a need to remove the equipment from service for any reason, the contractor shall coordinate with the district representative prior to any work.
5. CCTV equipment: There is existing externally mounted CCTV equipment that shall remain operative until approved by the district representative.
6. Security System. The existing security system shall remain in place and operative unless approved by the district representative.
7. The contractor shall identify the existing circuits powering the above equipment and adjust the proposed panel schedules and circuits as required. Coordinate with the Electrical Engineer for proposed changes.

SPECIFICATIONS:

ADA-SP01 Refer to Specification Section 01 11 13, SUMMARY OF WORK:

1. Refer to Specifications for project scope.

ADA-SP02 Refer to Specification Section 01 29 73, SCHEDULE OF VALUES:

1. Refer to Specifications for project scope.

ADA-SP03 Refer to Specification Section 01 32 16, CONSTRUCTION SCHEDULES:

1. Refer to Specifications for project scope.

ADA-SP04 Refer to Specification Section 01 32 26, FORMS AND REPORTS:

1. Refer to Specifications for project scope.

ADA-SP05 Refer to Specification Section 01 32 26.01, FORMS AND ATTACHMENTS:

1. Refer to Specifications for project scope.

ADA-SP06 Refer to Specification Section 01 35 16, ALTERATION PROJECT PROCEDURES:

1. Refer to Specifications for project scope.

ADA-SP07 Refer to Specification Section 01 41 00, REGULATORY REQUIREMENTS:

1. Refer to Specifications for project scope.

ADA-SP08 Refer to Specification Section 01 42 00, REFERENCES:

1. Refer to Specifications for project scope.

ADA-SP09 Refer to Specification Section 01 45 23, TESTING AND INSPECTION SERVICES:

1. Refer to Specifications for project scope.

ADA-SP10 Refer to Specification Section 01 45 29, TESTING AND LABORTORY SERVICES:

1. Refer to Specifications for project scope.

ADA-SP11 Refer to Specification Section 01 50 00, TEMPORARY FACILITIES AND CONTROLS:

1. Refer to Specifications for project scope.
2. Refer to Part 2.1, B. Field Offices: Field Offices not required.

ADA-SP12 Refer to Specification Section 01 64 00, OWNER-FURNISHED ITEMS:

1. Refer to Specifications for project scope.

ADA-SP13 Refer to Specification Section 01 73 29, CUTTING AND PATCHING:

1. Refer to Specifications for project scope.

ADA-SP14 Refer to Specification Section 01 74 19, CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL:

1. Refer to Specifications for project scope.

ADA-SP15 Refer to Specification Section 02 26 00, HAZARDOUS MATERIALS PROCEDURES:

1. Refer to Specifications for project scope.

ADA-SP16 Refer to Specification Section 02 41 19, SELECTIVE DEMOLITION:

1. Refer to Specifications for project scope.

ADA-SP17 Refer to Specification Section APPENDIX "A", HAZARDOUS BUILDING MATERIALS SURVEY:

1. Refer to Specifications for project scope.

SHEETS:

ARCHITECTURAL:

ADA-A01 Refer to Sheet G000, COVER SHEET:

1. Refer to Sheet ADA-AX01 for Project Scope. Scope is Clouded.

ADA-A02 Refer to Sheet SD/A001, EXISTING SITE PLAN:

1. Refer to Sheet ADA-AX02 for Project Scope. Scope is Clouded.

ADA-A03 Refer to Sheet A/A100, DEMOLITION FLOOR PLAN:

1. Refer to Sheet ADA-AX03 for Project Scope. Scope is Clouded.

ADA-A04 Refer to Sheet A/A200, DEMOLITION REFLECTED CEILING PLAN:

1. Refer to Sheet ADA-AX04 for Project Scope. Scope is Clouded.

ADA-A05 Refer to Sheet A/A801, INTERIOR DESIGN PLAN:

1. Refer to Sheet ADA-AX05 for Project Scope. Scope is Clouded.

STRUCTURAL:

ADA-S01 Refer to Sheet A/S201, FOUNDATION PLAN:

1. Refer to Sheet ADA-SX01 for Project Scope. Scope is Clouded.

MECHANICAL:

ADA-M01 Refer to Sheet A/M101, MECHANICAL DEMOLITION PLAN:

1. Refer to Sheet ADA-MX01 for Project Scope. Scope is Clouded.

ADA-M02 Refer to Sheet A/M102, MECHANICAL PLAN:

1. Refer to Sheet ADA-MX02 for Project Scope. Scope is Clouded.

PLUMBING:

ADA-P01 Refer to Sheet A/P101, PLUMBING DEMOLITION PLAN:

1. Refer to Sheet ADA-PX01 for Project Scope. Scope is Clouded.

ADA-P02 Refer to Sheet A/P201, PLUMBING PLAN:

1. Refer to Sheet ADA-P02 for Project Scope. Scope is Clouded.

ELECTRICAL:

ADA-E01 Refer to Sheet A/E100, DEMOLITION LIGHTING PLAN:

1. Refer to Sheet ADA-EX01 for Project Scope. Scope is Clouded.

ADA-E02 Refer to Sheet A/E101, LIGHTING PLAN:

1. Refer to Sheet ADA-EX02 for Project Scope. Scope is Clouded.

ADA-E03 Refer to Sheet A/E200, DEMOLITION POWER PLAN:

1. Refer to Sheet ADA-EX03 for Project Scope. Scope is Clouded.

ADA-E04 Refer to Sheet A/E201, POWER PLAN:

1. Refer to Sheet ADA-EX04 for Project Scope. Scope is Clouded.

ADA-E05 Refer to Sheet A/E300, DEMOLITION LOW VOLTAGE PLAN:

1. Refer to Sheet ADA-EX05 for Project Scope. Scope is Clouded.

ADA-E06 Refer to Sheet A/E301, LOW VOLTAGE PLAN:

1. Refer to Sheet ADA-EX06 for Project Scope. Scope is Clouded.

END OF ADDENDUM NO. A

SECTION 01 11 13 - SUMMARY OF WORK

PART 1 - GENERAL

1.1 SUMMARY

A. Construction of the work for **COMMUNITY DAY SCHOOL,** Merced, California. The work is defined as all material, labor, equipment and services necessary to do all work shown on the drawings and called for in the Specifications. The Work shall be as indicated on the Contract Documents.

B. Related Sections:

1. DIVISION 00 SPECIFICATION SECTIONS.
2. DIVISION 01 SPECIFICATION SECTIONS.
3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP.
4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 DEFINITIONS

A. The words "OWNER" and "DISTRICT" are synonymous and interchangeable, when used throughout this Project Manual.

1.3 SUBMITTALS

A. Submit per Specification Section - SUBMITTAL PROCEDURES.

B. Quality Assurance/Control Submittals:

1. Certificates: indicate compliance with the Asbestos Hazard Emergency Regulations Act.

C. Fire Prevention Safety Plan: Submit Local Fire Authority approved plan prior to the start of on-site construction.

1.4 QUALITY ASSURANCE

A. Contractor's Qualifications:

1. Contractor shall have experience and successfully completed 3 projects of similar scope and size to that indicated for this project.
2. Contractor shall have demonstrated that they have the resources to perform all requirements of this project.

B. Regulatory Requirements:

1. Comply with codes, ordinances, rules, regulations, orders and other legal requirements of public authorities which bear on performance of Work, and in accordance with Specification Section - REGULATORY REQUIREMENTS:
    a. CARB Materials and equipment used for this Project shall comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA), in the area where the Project is located.

C. Certifications:

1. Certify in writing that no materials containing Asbestos are incorporated in the work per the Asbestos Hazard Emergency Regulations Act.

D. Contractor's Duties:

1. Except as specifically noted, provide and pay for:
    a. Labor, material and equipment.
    b. Tools, construction equipment and machinery.

c. Heat and utilities required for construction. See Specification Section - TEMPORARY FACILITIES AND CONTROLS.
d. Other facilities and services necessary for proper execution and completion of Work.

2. Pay legally required sales, consumer and use taxes.

3. Secure and pay for all site specific as necessary for proper execution and completion of Work.
    a. Licenses.
    b. Permits and Fees.
    c. Government Fees.
    d. Royalties.
4. Give required notices.
5. Promptly submit written notice to Architect of observed variance.
6. Enforce strict discipline and good order among employees. Do not employ on Work:
    a. Unfit persons.
    b. Persons not skilled in assigned task.

1.5 FIRE PREVENTION SAFETY PLAN

A. Responsibility: Contractor is responsible for the development and implementation of fire prevention program.
    1. Refer to DSA Bulletin: Fire Safety During Construction and Demolition.
    2. Refer to TEMOPRARY FACILITIES AND CONTROLS for requirements.

1.6 WORK UNDER OTHER CONTRACTS

A. General Requirements:
    1. Work under separate contracts will occur throughout the duration of the project. The work being installed under separate contracts will occur around adjacent to the Contract project site.
    2. Contractor shall coordinate its work with the work under separate Contracts and shall cooperate with the Contractors of these separate Contracts as they occur.
    3. Should the Contractor damage and/or otherwise alter work installed under separate contracts, the Contractor is responsible for the repair and/or correction of installed work.
    4. Prior to the installation of the Work, coordinate the work installed or to be installed by separate contracts relative to this project scope of work.

B. Work by Owner:
    1. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this contract or work by Owner. Coordinate the work of this Contract with work performed by Owner.
    2. Concurrent Work: Owner will perform the following construction operations at Project site. Those operations will be constructed simultaneously with work under this Contract.
        a. Items that are Owner Furnished Contractor Installed and Owner Furnished Owner Installed as indicated on the Contract Drawings and as defined in Specification Section - OWNER FURNISHED ITEMS.
    3. .

C. Work Under Separate Contracts by Others:
    1. General: Cooperate fully with separate contractors so work on those contracts may be carried out smoothly, without interfering with or delaying work under this Contract or other contracts. Coordinate the work of this Contract with work performed under separate contracts.

D. Future Work:
    1. The Contract Documents include requirements that will allow the Owner to carry out future work following completion of this Project; provide for the following future work:

1.7 PROJECT CONDITIONS

A. Access to Site:

1. General: Contractor shall have full use of Project site for construction operations during construction period. Contractor's use of Project site is limited only by Owner's right to perform work or to retain other contractors on portions of the Project.

2. Contractor shall be responsible for coordinating access to and from the site throughout the duration of the project. Access to and from the site may vary, based upon timing and duration of separate contracts.

B. Contractor Use of Premises:
   1. Confine operations at sites to areas permitted by:
      a. Laws.
      b. Ordinances.
      c. Permits.
      d. Contract Documents.
   2. Do not unreasonably encumber site with materials or equipment.
   3. Assume full responsibility for protection and safekeeping of Contractor's and Owner's material stored on premises, and keep the site and building secure at all times.
   4. Obtain and pay for use of additional storage Work areas needed for operations.
   5. Limit use of Site Work and storage.

1.8 SCHEDULING

A. The Work of this Project will be constructed under a single contract.
   1. It is anticipated that the start of construction will be around:
      a. March 2026

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 32 26 – FORMS AND REPORTS

PART 1 - GENERAL

1.1 SUMMARY

A. Contractor to provide all Forms and Reports as required by the Architect for Administrative Procedures and other related items necessary to document the Project as required by the Contract Documents, including but not limited to those forms provided under this specification section.

B. CalGREEN Forms:

1. Contractor shall provide all California Green Building Standards Code Certification Worksheets and other related items necessary to document the Project as required by the AHJ, including, but not limited to, those forms provided under this specification section.
    a. Obtain the latest documents from the California Building Standards Commission; revisions may have been made since the publication of this Project Manual.

C. Related Sections:

1. DIVISION 00 SPECIFICATION SECTIONS
2. DIVISION 01 SPECIFICATION SECTIONS
3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP
4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP

1.2 SUBMITTALS

A. Submit in accordance with Specification Section - SUBMITTAL PROCEDURES:

B. Forms and Reports as attached to this section when required by the Architect.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements:

1. In accordance with Specification Section - REGULATORY REQUIREMENTS.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.1 SCHEDULES

A. Listing of Architect required Forms and Reports

1. 01 32 26.01-DAILY SUPERINTENDENT'S REPORT
2. 01 32 26.02-SUBCONTRACTOR'S DAILY REPORT
3. 01 32 26.03-SHOP DRAWING AND SUBMITTAL TRANSMITTAL
4. 01 32 26.04-REQUEST FOR INFORMATION (RFI)
5. 01 32 26.05-SUPPLEMENTAL INSTRUCTIONS (SI)
6. 01 32 26.06-REQUEST FOR PROPOSAL (RFP)
7. 01 32 26.07-CONSTRUCTION CHANGE DIRECTIVE (CCD)
8. 01 32 26.08-CHANGE ORDER REQUEST REVIEW (COR)
    a. (Review form provided by the Contractor is subject to review and comments by the Owner and Architect).
9. 01 32 26.09-CHANGE ORDER (CO)

10. 01 32 26.10-FRAGNET SUBMITTAL FORM
11. 01 32 26.11-APPLICATION FOR PAYMENT (AP)
12. 01 32 26.12-CONTRACTOR'S TESTING / INSPECTION REQUEST FORM
13. 01 32 26.13-CONTRACTOR'S "DEVIATION NOTICE" INSPECTION REPORT FORM

14. 01 32 26.14-CONTRACTOR'S FINAL INSPECTION REQUEST FORM
15. 01 32 26.15-CONTRACTOR'S PUNCHLIST INSPECTION REQUEST FORM
16. 01 32 26.16-CONTRACTOR'S PUNCHLIST
17. Periodic field reports issued by the Architect and Engineers.
18. Contractor's Punch List Response and Correction form is required for each Punch List Review report, citing the issuing Punch List Review format number(s).
19. Completed Contractor's Punch List and Final Inspection Reports issued by the Architect, Engineers and the Owner.
20. See the attached Forms and Reports suitable for reproduction by the Contractor or Subcontractor.

B. Listing of California Green Building Standards Code Certification Worksheets:
   1. WORKSHEET (WS-1) BASELINE WATER USE
   2. WORKSHEET (WS-2) WATER USE REDUCTION
   3. CONSTRUCTION WASTE MANAGEMENT (CWM) PLAN
   4. CONSTRUCTION WASTE MANAGEMENT (CWM) WORKSHEET
   5. CONSTRUCTION WASTE MANAGEMENT (CWM) ACKNOWLEDGMENT

END OF SECTION

ADA

GENERAL CONTRACTOR'S
DAILY SUPERINTENDENT'S REPORT

(JOB NO./REPORT NO.) (DATE/DAY)

(JOB NAME) WEATHER DESCRIPTION

(WORK SHIFT) / FROM / TO (PROJECT MANAGER/SUPERINTENDENT)

PM/	ENGR/	CARPENTERS			LABORERS		CEM FINISHERS			OPER ENGR			
SUPT	TK	FMAN	JRMAN	APP	FMAN	LAB	FMAN	JRMAN	APP	JRMAN	APP	OTHER	TOTAL

CONCRETE: CY TODAY:_____ LOCATION: _____ CY TO DATE: _____

WORK SUMMARY:

DELAYS / WORK RELEASED BY OWNER:

CHANGE ORDERS / EXTRA WORK ORDERS:

INSTRUCTIONS FROM ARCHITECT / OWNER:

MATERIALS / EQUIP. DELIVERED TO JOB:

INSPECTIONS / TESTS PERFORMED

SAFETY / ACCIDENTS:

MAJOR EQUIP. ON SITE:

ADA

BACKSIDE OF GENERAL CONTRACTOR'S REPORT

SUBCONTRACTORS ON JOB	NO. OF MEN	FOREMAN'S NAME	WORK DESCRIPTION / LOCATION

MAJOR EQUIPMENT ON SITE:

BACK CHARGES:

REMARKS:

ADA

SUBCONTRACTOR'S
DAILY REPORT

PROJECT: DATE:

SHIFT TIME FOREMAN: WEATHER:

WORK DESCRIPTION AND LOCATION:

SUB-SUBCONTRACTOR	CREW SIZE	CRAFT	WORK DESCRIPTION / LOCATION

DELAYS:

CHANGE ORDERS / EXTRA WORK ORDERS:

INSTRUCTIONS RECEIVED FROM GC:	TESTS / INSPECTIONS PERFORMED:
MATERAL / EQUIPMENT DELIVERIES:	MAJOR EQUIPMENT ON SITE:

SAFETY / ACCIDENTS:

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SHOP DRAWING AND SUBMITTAL TRANSMITTAL

DESCRIPTION: **SUBMITTAL NO.:**

SPEC SECTION:

ARCHITECT:
Darden Architects
6790 N. West Ave
Fresno, California 93711

PROJECT:

CONTRACTOR:

SUPPLIER:

Substitution: **Yes:** ☐ **DSA Approval Req'd**

DATE RECEIVED: **NO. RECEIVED:** **DATE RETURNED:**

Contractor Remarks:

Other Required Information:

CPM Activity / Submittal Task No.:
Early Start (ES) Date: Late Finish (LF) Date:
Early Finish (EF) Date: Scheduled Float Time: 0

WARRANTY: ☐ **O and M MANUALS** ☐

DESIGN CONSULTANT'S REVIEW:

TRANSMITTED BY ARCHITECT TO: DATE RETURNED:
DATE SENT:
NO. SENT:

Consultants Remarks:

ACTION:

☐ NO EXCEPTION TAKEN RELATIVE TO DESIGN
☐ NO EXCEPTION TAKEN WITH MODIFICATION NOTED
☐ AMEND AS NOTED AND RESUBMIT
☐ REJECTED AND RESUBMIT
☐ SEE ATTACHED LETTER

ARCHITECT'S REVIEW:

Architects Remarks:

ACTION:

☐ NO EXCEPTION TAKEN RELATIVE TO DESIGN
☐ NO EXCEPTION TAKEN WITH MODIFICATION NOTED
☐ AMEND AS NOTED AND RESUBMIT
☐ REJECTED AND RESUBMIT

Approved Substitution ☐

COPIES TO:

DATE RETURNED:

Contractor: **Owner:** **Inspector:** **File:** **Other:**

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darden architects

6790 N. West Avenue
Fresno, California 93711
Tel: 559.448.8051
Fax: 559.446.1765
www.dardenarchitects.com

REQUEST FOR INFORMATION

RFI No.:

To: **Darden Architects**
6790 N. West Ave
Fresno, California 93711

Date:

Respond By:

Attn:

Architect Project No.

Project:

DSA/HCAI Review Required	Yes	No	Apprd
	☐	☐	☐

INFORMATION REQUESTED:

Cost Impact: _____ Signature: _____

Schedule Impact: _____ Days Pages Attached: _____

Trade/Contractor: Schedule Task No/Item:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

If the Contractor considers that this supplemental instruction requires a change in the Contract Sum or Contract Time, the Contractor shall not proceed with this Work and shall promptly submit an itemized proposal to the Architect for doing this work. If your proposal is found to be satisfactory and in order, this supplemental instruction will be superseded by a Construction Change Directive.

Refered To: Refered Date: Return Date:

SUPPLEMENTAL INSTRUCTIONS:

Consultant : _____ Architect _____

Date: _____ Date _____

Copy: ☐Owner ☐Inspector ☐Testing Lab ☐Structural ☐Mech. ☐Elec ☐File ☐Other Pages Attached: _____

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www.dardenarchitects.com

SUPPLEMENTAL INSTRUCTIONS

PROJECT:

SUPPL. INST. NO.:

DATE OF ISSUANCE:

OWNER:

CONTRACT DATE:

NOTICE TO PROCEED:

CONTRACTOR:

Architect Project No.:
DSA Appl. No.:
DSA File No.:
OPSC Appl. No.:
HCAI No.:

The Work shall be carried out in accordance with the following supplemental instructions issued in accordance with the Contract Documents without change in the Contract Sum or Contract Time. Proceeding with the Work in accordance with these instructions indicates your acknowledgement that there will be no change in the Contract Sum or Contract Time.

If the Contractor considers that this supplemental instruction requires a change in the Contract Sum or Contract Time, the Contractor shall not proceed with this Work and shall promptly submit an itemized proposal to the Architect for doing this work. If your proposal is found to be satisfactory and in order, this supplemental instruction will be superceded by a Construction Change Directive.

Description:

Trade/Contractor:

Schedule Task No/Item:

Attachments:

Darden Architects, Inc.

Issued By:

Architect

☐ **OWNER** ☐ **CONTRACTOR** ☐ **INSPECTOR** ☐ **TESTING LAB** ☐ **STRUCTURAL** ☐ **MECHANICAL** ☐ **ELECTRICAL** ☐ **OTHER**

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REQUEST FOR PROPOSAL

PROJECT:

REQUEST FOR PROPOSAL NO.:

DATE OF ISSUANCE:

OWNER:

CONTRACT DATE:

NOTICE TO PROCEED:

CONTRACTOR:

Architect Project No.:
DSA Appl. No.:
DSA File No.:
OPSC Appl. No.:
HCAI No.:

Please submit an itemized proposal for change in the Contract Sum and Contract Time for proposed modifications to the Contract Documents described herein. Submit proposal promptly or notify the Architect in writing of the date on which you anticipate submitting your proposal.

This is not a Change Order, Construction Change Directive, or a direction to proceed with the Work described in the proposed modifications.

Description:

Attachments

Darden Architects, Inc.

ISSUED BY:

Architect

☐ **OWNER** ☐ **CONTRACTOR** ☐ **ARCHITECT** ☐ **CONSULTANT** ☐ **INSPECTOR** ☐ **OTHER**

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CONSTRUCTION CHANGE DIRECTIVE

PROJECT:

DIRECTIVE NO.:

DATE OF ISSUANCE:

OWNER:

CONTRACT DATE:

NOTICE TO PROCEED:

CONTRACTOR:

Architect Project No.:
DSA Appl. No.:
DSA File No.:
OPSC Appl. No.:
HCAI No.:

You are hereby directed to make the following change(s) in this Contract:

CONTRACT ADJUSTMENT

1. The proposed basis of adjustment to the Contract Sum or Guaranteed Maximum Price is:

- ☐ Lump Sum
- ☐ Unit Price of
- ☐ As provided for in General Conditions and the Supplemental Conditions of the contract.
- ☐ As Follows:

2. The Contract Time is proposed to (be adjusted) . The proposed adjustment, if any, is increase of _____ days)

When signed by the Owner and Architect and received by the Contractor, this document becomes effective IMMEDIATELY as a Construction Change Directive (CCD), and the Contractor shall proceed with the change(s) described above.

Signature by the Contractor indicates the Contractor's agreement with the proposed adjustments in Contract Sum and Contract Time set forth in this Construction Change Directive.

ARCHITECT	OWNER	CONTRACTOR
Darden Architects		
6790 N. West Ave		
Fresno, California 93711		
By:	By:	By:
Date:	Date:	Date:

☐ **OWNER** ☐ **CONTRACTOR** ☐ **ARCHITECT** ☐ **CONSULTANT** ☐ **INSPECTOR** ☐ **OTHER**

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Fax: 559.446.1765
www.dardenarchitects.com

CHANGE ORDER REQUEST REVIEW

PROJECT:

CHANGE ORDER REQUEST NO.:

DATE OF ISSUANCE:

OWNER:

CONTRACTOR:

Architect Project No.:
DSA Appl. No.:
DSA File No.:
OPSC Appl. No.:
HCAI No.:

DESCRIPTION OF PROPOSED CHANGE:

Requested By:

Scope:

Necessary for:

DESIGN CONSULTANT'S REVIEW:

Date Sent:
Referred To:
Date Returned:

ACTION:

- ☐ NO EXCEPTION TAKEN RELATIVE TO COST
- ☐ NO EXCEPTION TAKEN RELATIVE TO TIME
- ☐ AMEND AS NOTED AND RESUBMIT
- ☐ REJECTED

Consultants Remarks

ARCHITECT'S REVIEW:

Date Returned:

ACTION:

- ☐ NO EXCEPTION TAKEN RELATIVE TO COST
- ☐ NO EXCEPTION TAKEN RELATIVE TO TIME
- ☐ AMEND AS NOTED AND RESUBMIT
- ☐ REJECTED

Architects Remarks:

Attachments:

REVIEWED:

Darden Architects
6790 N. West Ave
Fresno, California 93711

APPROVED:

Darden Architects : **Date :**

Owner : **Date :**

The Architect is hereby directed to instruct the Contractor to make the above changes in the Project and to include these changes in a subsequent Change Order:

☐ **OWNER** ☐ **CONTRACTOR** ☐ **INSPECTOR** ☐ **STRUCTURAL** ☐ **MECHANICAL** ☐ **ELECTRICAL** ☐ **OTHER**

CHANGE ORDER REQUEST NO.

Project Architect's Project No.:

CHANGE ORDER REQUEST- BREAKDOWN WORKSHEET

WORK DELETED:				
Contractor				
Materials	$0.00			
Equipment	$0.00			
Labor	$0.00			
Material, Equipment, & Labor		$0.00		
TOTAL:				**$0.00**
ADDITIONAL WORK PERFORMED BY SUB-CONTRACTOR				
Sub-Contractor				
Materials	$0.00			
Equipment	$0.00			
Labor	$0.00			
Material, Equipment, & Labor		$0.00		
Overhead		$0.00		
Profit		$0.00		
Sub Total:			$0.00	
Contractor				
Overhead			$0.00	
Profit			$0.00	
TOTAL:				**$0.00**
ADDITIONAL WORK PERFORMED BY CONTRACTOR				
Contractor				
Materials	$0.00			
Equipment	$0.00			
Labor	$0.00			
Material, Equipment, & Labor		$0.00		
Overhead		$0.00		
Profit		$0.00		
TOTAL:				**$0.00**
TOTAL COST:				$0.00

TOTAL COST:	$0.00
TOTAL DAYS:	0

ARCHITECTURAL ADMINISTRATIVE FEES:

Proposal Request Administration	$0.00
Construction Administration	$0.00
TOTAL:	$0.00
DSA Fees:	$0.00

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CHANGE ORDER

PROJECT:

CHANGE ORDER NO.:

DATE OF ISSUANCE:

OWNER:

CONTRACT DATE:

NOTICE TO PROCEED:

CONTRACTOR:

Architect Project No.:
DSA Appl. No.:
DSA File No.:
OPSC Appl. No.:
HCAI No.:

The Contract is changed as follows:

Description:

It is mutually agreed that the affixed signature to this Change Order is evidence that all compensation with respects to the changes defined herein have been satisfied with the execution of this document. Furthermore, no additional compensation either monetarily or via time extension to this contract will be sought in respect to this Change Order.

The Original Contract Sum and Contract Completion Date:		
Net change (Contract Sum and Contract Time) by previous Change Orders:		days
Contract Sum and Contract Completion Date prior to this Change Order:		
Contract Sum and Contract Time (increased or decreased) by this Change Order:		days
New Contract Sum and Contract Completion Date including this Change Order:		

CONTRACTOR	ARCHITECT	OWNER
	Darden Architects	
	6790 N. West Ave	
	Fresno, California 93711	
By:	By:	By:
Date:	Date:	Date:

☐ OWNER ☐ CONTRACTOR ☐ ARCHITECT ☐ CONSULTANT ☐ INSPECTOR ☐ OTHER

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FRAGNET SUBMITTAL FORM

Date: _____ Sheet _____ of _____

From: _____ Fragnet No.: _____

To: Darden Architects, Inc.

Description of Delay: By reference to attached schedule fragnet, the following delay occurred:

_____

_____

_____

Continued on Sheets _____ of _____

Time Extension Requested: _____ wds, _____ cds.

Time Requested for Activity: Time Requested for Project:

Related Documents: The following construction documents provide evidence of the delay event:

RFI Nos.: _____ SI Nos.: _____

CCD Nos: _____ RFP Nos.: _____

Daily Reports Dated: _____ and attached.

Project Correspondence Dated: _____ and attached.

Other Documentation: _____

Schedule-Related Information: By reference to the attached fragnet, provide the following:

Predecessor Activity to Fragnet:

Successor Activity to Fragnet:

Affected CPM Schedule Activities (list IDs and descriptions):

_____

_____

New CPM Schedule Activities (list IDs and descriptions):

_____

_____

END OF FORM

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APPLICATION FOR PAYMENT

To:
DARDEN ARCHITECTS, INC.
6790 N. West Avenue
Fresno, CA 93711

Project:

Bid Package No. _____

FROM _____
Prime Contractor

Address: _____

Phone: _____

Pay Application No.: _____

Application Date: _____

Period Ending: _____

Distribution to:
Owner: _____
Architect: _____
Contractor: _____
Const Mgr.: _____
Inspector: _____

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		
APPROVED CHANGE ORDERS:		
Change Order No.:	Approved Date:	Amount:
		$
		$
		$
		$
		$
		$
		$
		$
TOTALS		
Net change by Change Order		$

The undersigned Contractor certifies that in the best of his knowledge, information, and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the contractor for work for which previous Certificates for Payment were issued and payment received from the Owner and that current payment show herein is now due.

Contractor:

_____ **DATE:** _____

The present status of the account for this Contract is as follows:

ORIGINAL CONTRACT SUM $ _____

Net Change by Change Orders $

CONTRACT SUM TO DATE: $ _____

TOTAL COMPLETE & STORED TO DATE: $ _____

RETAINAGE:_____%: $ _____

TOTAL EARNED LESS RETAINAGE: $ _____

LESS STOP NOTICE(S): $ _____

LESS PREVIOUS PAYMENT: $ _____

CURRENT PAYMENT DUE: $ _____

This Certificate is not negotiable. This AMOUNT CERTIFIED is payable only to the Contractor named herein, issuance, payment and acceptance of payment, are without prejudice to any rights of the Owner or Contractor under this contract.

CONTRACTOR: _____ DATE: _____

CONSTRUCTION MANAGER: _____ DATE: _____

INSPECTOR: _____ DATE: _____

ARCHITECT: _____ DATE: _____

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CONTRACTOR'S TESTING / INSPECTION REQUEST FORM

PROJECT: _____

DATE RECEIVED: _____ (by Inspector)

TIME RECEIVED: _____ (by Inspector)

BUILDING: _____

SITE/OFFSITE: _____

CONSTRUCTION PHASE (1, 2, 3, etc.): _____

SPECIFICATION SECTION (No.): _____

PLAN SHEET AND DETAIL: _____

SCOPE OF WORK: _____

(concrete, electrical, etc.)

INSPECTION REQUESTED BY: _____

(contractor name)

LOCATION (bldg., room, floor, wall, ceiling, etc.) _____

_____

_____

TYPE OF INSPECTION (concrete, framing, welding, masonry, electrical, etc.) _____

_____

_____

INSPECTION REQUESTED ON: _____ at _____ am/pm

(date) (time)

Note 1: A Minimum Notice of 48 hours is Required to be Received by the Inspection Officer Prior to the Time the Testing / Inspection is Requested to Begin.

_____

PRINT NAME AND TITLE OF PERSON REQUESTING INSPECTION

_____

SIGNATURE OF PERSON REQUESTING INSPECTION

Note 2: Contractor Must Accompany Inspector on Inspection, if Requested.

PASSED: _____ FAILED: _____

Note 3: See Attached Sheet for Explanation if Inspection Failed. Re-inspection Required.

INSPECTOR SIGNATURE: _____ Date: _____

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CONTRACTOR'S "DEVIATION NOTICE" INSPECTION REQUEST FORM

PROJECT: _____

DATE RECEIVED: _____ (by Inspector)

TIME RECEIVED: _____ (by Inspector)

DEVIATION NOTICE(S) (No.): _____

BUILDING: _____

SITE/OFFSITE: _____

CONSTRUCTION PHASE (1, 2, 3, etc.): _____

SPECIFICATION SECTION (No.): _____

SCOPE OF WORK: _____

(concrete, electrical, etc.)

INSPECTION REQUESTED BY: _____

(contractor company name)

LOCATION(S) OF WORK FOR INSPECTION (be specific- bldg.(s), room(s), etc.)

_____

_____

INSPECTION REQUESTED ON: _____ at _____ am/pm

(date) (time)

Note 1: A Minimum Notice of 48 hours is Required to be Received by the Inspection Officer Prior to the Time the "Deviation Notice" Inspection is Requested to Begin.

_____

PRINT NAME OF PERSON REQUESTING DEVIATION NOTICE INSPECTION

_____

SIGNATURE OF PERSON REQUESTING DEVIATION NOTICE INSPECTION

Note 2: Contractor Must Accompany Project Inspector on "Deviation Notice" Inspection, if Requested.

Note 3: See Attached "Deviation Notice" for Inspector's Comments and/or Date Completed.

PASSED: _____ FAILED: _____

PROJECT INSPECTOR SIGNATURE: _____

DATE: _____

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CONTRACTOR'S FINAL INSPECTION REQUEST FORM

PROJECT: _____

DATE RECEIVED: _____ (by Inspector)

TIME RECEIVED: _____ (by Inspector)

BUILDING: _____

SITE/OFFSITE: _____

CONSTRUCTION PHASE (1, 2, 3, etc.): _____

SPECIFICATION SECTION (No.): _____

SCOPE OF WORK: _____

(concrete, electrical, etc.)

INSPECTION REQUESTED BY: _____

(contractor company name)

INSPECTION REQUESTED ON: _____ at _____ am/pm

(date) (time)

Note 1: A Minimum Notice of 48 hours is Required to be Received by the Inspection Officer Prior to the Time the Final Inspection is Requested to Begin. Contractor to be Notified by the Construction Manager in Regards to the Actual Date and Time of the Final Inspection.

_____

PRINT NAME AND TITLE OF PERSON REQUESTING FINAL INSPECTION

_____

SIGNATURE OF PERSON REQUESTING FINAL INSPECTION

Note 2: Contractor Must Accompany Project Inspector, Architect and/or Engineer(s) on Final Inspection, if Requested.

PASSED: _____ FAILED: _____

Note 3: If the Final Inspection Fails Re-Inspection is Required. See Attached Sheet for Comment(s).

PROJECT INSPECTOR SIGNATURE: _____

DATE: _____

PROJECT ARCHITECT SIGNATURE: _____

DATE: _____

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CONTRACTOR'S PUNCHLIST INSPECTION REQUEST FORM

PROJECT: _____

DATE RECEIVED: _____ (by Inspector)

TIME RECEIVED: _____ (by Inspector)

BUILDING: _____

SITE/OFFSITE: _____

CONSTRUCTION PHASE (1, 2, 3, etc.): _____

SPECIFICATION SECTION (No.): _____

SCOPE OF WORK: _____

(concrete, electrical, etc.)

INSPECTION REQUESTED BY: _____

(contractor company name)

LOCATION(S) OF WORK FOR INSPECTION: (be specific- bldg.(s), room(s), etc.)

_____

_____

DESCRIPTION OF WORK TO BE INSPECTED: (item number(s) from punchlist)

_____

_____

INSPECTION REQUESTED ON: _____ at _____ am/pm

(date) (time)

Note 1: A Minimum Notice of 48 hours is Required to be Received by the Inspection Officer Prior to the Time the Punchlist Inspection is Requested to Begin.

_____

PRINT NAME OF PERSON REQUESTING PUNCHLIST INSPECTION

_____

SIGNATURE OF PERSON REQUESTING PUNCHLIST INSPECTION

Note 2: Contractor Must Accompany Project Inspector on Punchlist Inspection, if Requested. Items Must Have Already Been Signed Off by Contractor.

Note 3: Attached Sheet for Contractor's Signoff and/or Inspector's Comments and/or Date Completed for the Specific Punchlist Items Noted Above.

Note 4: This Inspection is NOT A FINAL INSPECTION but Only an Acknowledgement That a Particular Item(s) is/are completed.

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ADA

PROJECT: _____ - CONTRACTOR'S PUNCHLIST

CONTRACTOR NAME: _____ Page _____ of _____

ITEM NO.	DESCRIPTION	BUILDING & ROOM NO.	FLOOR	CEILING	WALLS N. S. E. W.	DATE OBSERVED	SIGNOFF/ COMMENTS

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SECTION 01 35 16 – ALTERATION PROJECT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all material, labor, equipment and services necessary to completely install all materials, accessories and other related items necessary to complete the Project as indicated by the Contract Documents.

B. Coordinate the work of trades and schedule elements of alterations and renovation work by procedures and methods to expedite completion of the work.

C. In addition to demolition specifically shown, cut, move or remove items as necessary to provide access or to allow alterations and new work to proceed. Include such items as:

1. Repair or removal of hazardous or unsanitary conditions.
2. Removal of abandoned items and items serving no useful purpose, such as abandoned piping, conduit and wiring.
3. Removal of unsuitable or extraneous materials not marked for salvage, such as abandoned furnishings and equipment, and debris such as rotted wood, rusted metals and deteriorated concrete.
4. Cleaning of surfaces, and removal of surface finishes as needed to install new work and finishes.

D. Patch, repair and refinish existing items to remain, to the specified condition for each material, with a smooth and clean transition to adjacent new items of construction.

E. Related Sections:

1. DIVISION 00 SPECIFICATION SECTIONS.
2. DIVISION 01 SPECIFICATION SECTIONS.
3. 02 41 19 SELECTIVE DEMOLITION
4. 08 11 00 METAL DOORS AND FRAMES
5. 09 24 00 CEMENT PLASTER
6. 09 29 00 GYPSUM BOARD
7. 09 50 00 ACOUSTICAL CEILINGS
8. 09 91 00 PAINTING
9. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

PART 2 - PRODUCTS

2.1 MATERIALS (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.

B. The Contract Documents will not typically define products or standards of workmanship present in existing construction; determine products by inspection and necessary testing, and determine quality of workmanship by using existing as a sample for comparison.

C. The presence of a product, finish, or type of construction requires that patching, extending or matching shall be performed as necessary to make work complete and consistent with identical standards of quality.

PART 3 - EXECUTION

3.1 REPAIR / RESTORATION

A. Patch and extend existing construction using skilled workers capable of matching existing quality of workmanship. Quality of patched or extended work shall be not less than that specified for new work.

B. Damaged Surfaces:

1. Patch and replace portions of existing finished surfaces that are found to be damaged, lifted, discolored, or show other imperfections, with matching material.
    a. Provide adequate support of substrate prior to patching the finish.
    b. Refinish patched portions of painted or coated surfaces in a manner to produce uniform color and texture over the entire surface.
    c. When existing surface finish cannot be matched, refinish entire surface to nearest intersections.

C. Transition from existing to new work:

1. When new work abuts or finishes flush with existing work, make a smooth and clean transition. Patched work shall match existing adjacent work in texture and appearance so that the patch of transition is invisible at a distance of five feet.
2. When finished surfaces are cut in such a way that a smooth and clean transition with the new work is not possible, notify the Architect. Terminate existing surface in a neat manner along a straight line at a natural line of division, and provide trim appropriate to finished surface, or as otherwise directed by the Architect.

3.2 ADJUSTING

A. Test and adjust controls and safeties. Replace damaged or malfunctioning controls and equipment.

B. Where partitions are removed, patch floors, walls, and ceilings with finish materials to match existing.

1. Where removal of partitions results in adjacent spaces becoming one, re-work floors and ceilings to provide smooth and clean planes without breaks, steps, or bulkheads.
2. Where extreme change of plane of one inch or more occurs, request instruction from the Architect as to method of making transition.

C. Trim and refinish existing doors as necessary to clear new floor finishes.

3.3 CLEANING

A. Clean in accordance with Specification Section - PROJECT CLOSEOUT.

1. Leave area level and free of any ruts or debris. Appearance of earth surface shall be equal to or better than adjacent undisturbed surfaces.
2. Clean any soiled surfaces immediately.
3. Finish shall be clean and ready for the application of any additional finishes.

B. Perform periodic and final cleaning as specified in Specification Section - PROJECT CLOSEOUT.

1. Clean Owner-occupied areas daily.
2. Clean spillage, over spray, and heavy collection of dust in Owner-occupied areas immediately.

C. At completion of work of each trade, clean area and make surfaces ready for work of successive trades.

D. At completion of alteration work in each area, provide final cleaning and return space to a condition suitable for use by the Owner.

E. Contractor shall remove all materials and items as indicated on drawings or otherwise required. Remove all trash or debris as it accumulates and legally dispose of it off site at no additional cost to the Owner.

3.4 PROTECTION

A. Protection from weather:
   1. Protect newly installed work from freezing for 24 hours after erection, installation or application.

B. Protection from traffic:
   1. Provide final protection and maintain conditions, in a manner acceptable to manufacturer and installer, which ensures the work of this section being without damage or deterioration until the time of Substantial Completion.
   2. Immediately after cleaning, neatly apply four (4) mil thick, minimum, polyethylene film over finished surfaces at traffic areas. Fasten film firmly to surfaces without visually marring those surfaces.

C. Assign the work of moving, removal, cutting and patching, to trades qualified to perform the work in a manner to minimize the possibility of damage to each type of work, and provide means of returning surfaces to appearance of new work.

D. Perform cutting and removal work with minimal disruption and manner to avoid damage to adjacent work.

E. Cut finish surfaces such as masonry, tile, plaster or metals, by methods which terminate surfaces in a straight line at a natural point of division.

F. Perform cutting and patching as specified in Specification Section - CUTTING AND PATCHING.

G. Protect existing finishes, equipment, and adjacent construction from damage.
   1. Protect existing and new work from weather and extremes of temperature.
   2. Maintain existing interior work above 60 degrees F.
   3. Provide weather protection, waterproofing, heat and humidity control as needed to prevent damage to remaining work and to new work.

3.5 SCHEDULES

A. Schedule work in the sequences specified in Specification Section - SUMMARY OF WORK, if applicable.

END OF SECTION

SECTION 01 41 00 – REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all material, labor, equipment and services necessary to completely install all materials, accessories and other related items necessary to complete the Project as indicated by the Contract Documents.

B. Section 4-317 (c), Part 1, Title 24, CCR, requires the following:

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

C. Related Sections:

1. DIVISION 00 SPECIFICATION SECTIONS.
2. DIVISION 01 SPECIFICATION SECTIONS.
3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP.
4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 REFERENCES

A. References to standards, codes, specifications, recommendations and regulations, refer to the latest edition or printing in effect at the date of issue shown in the Documents unless another date is implied by the suffix number of the Standards.

B. Applicable portions of the Standards listed that are not in conflict with the Contract Documents shall be construed as specification for this work.

C. General Standards:

1. AFPA: American Forest and Paper Association
2. ANSI: American National Standards Institute
3. ASTM: American Society for Testing and Materials
4. CAL/OSHA: California Occupational Safety and Health Administration
    a. State of California Construction Safety Orders
5. CARB: California Air Resources Board
6. CS: Commercial Standards of the US Department of Commerce
7. EPA: Environmental Protection Agency
8. FMG: Factory Mutual Group
9. NIBS: National Institute of Building Sciences
10. NIST: National Institute of Standards and Technology
11. NFPA: National Fire Protection Association
12. OSHA: Occupational Safety and Health Administration
    a. Federal Construction Safety Orders
13. PS: Product Standards of the US Department of Commerce
14. SS-CDOT: "Standard Specification":
    a. State of California Department of Transportation (CalTrans)
15. UL: Underwriters Laboratory Incorporated

16. WH: Warnock Hersey

1.3 SUBMITTALS

A. Submit in accordance with Specification Section - SUBMITTAL PROCEDURES:

B. Quality Assurance/Control Submittals:
   1. Certificates:
      a. Submit three (3) copies of certificates written on the Contractor's Letterhead indicating that the required codes shall be present at the Job Site.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. All codes, laws, ordinances, rules, regulations, orders and other legal requirements of City, County, State, Federal and other public authorities which bear on performances of Work shall be applicable to Project. Latest editions shall be applicable unless specified otherwise.
   2. Relationship between Applicable Codes and Contract Documents. The Contract Documents have been developed with the intent to conform to the applicable codes. Nothing within the Contract Documents shall be construed to permit Work not conforming to the applicable codes.

B. Major Governing Codes And Regulations:
   1. General: All work shall comply with the requirements of the following codes and regulations. Special reference in other Sections of the Specifications to a specific code will be by use of the abbreviation given in front of the Code.
      a. Freestanding equipment (if applicable) shall be provided and installed in accordance with the seismic requirements where the Project is located.
   2. NOTE: * -Indicates that a copy of these codes shall be at the job site at all times.
   3. AUTHORITY HAVING JURISDICTION:
      a. AHJ: Authority Having Jurisdiction
   4. FEDERAL LAW:
      a. ADA: Americans with Disabilities Act
   5. CALIFORNIA CODE OF REGULATIONS (Previously known as the California Administrative Codes)
      a. CCR-T5: California Code of Regulations, Title 5-Education.
      b. CCR-T8: California Code of Regulations, Title 8-Industrial Safety
         1) Contains the California Elevator Safety Code.
      c. CCR-T19: California Code of Regulations, Title 19-Public Safety.
      d. CCR-T21: California Code of Regulations, Title 21-Public Works.
      e. *CCR-T24: California Code of Regulations, Title 24, Part 1-California Administrative Code 2022.
   6. CALIFORNIA BUILDING, ELECTRICAL, MECHANICAL, PLUMBING, ENERGY, FIRE, and REFERENCED CODES
      a. *CBC: California Building Code 2022 California Code of Regulations, Title 24-Part 2, Volumes 1 and 2, CCR-T24, based on the 2021 edition of the IBC (International Building Code), with the latest California State Amendments.
      b. *CEC: California Electrical Code 2022, California Code of Regulations, Title 24-Part 3, CCR-T24, based on the 2020 edition of the NEC (National Electrical Code), with the latest California State Amendments.
      c. *CMC: California Mechanical Code 2022, California Code of Regulations, Title 24, Part 4, CCR-T24, based on the 2021 edition of the UMC (Uniform Mechanical Code) by IAPMO, with the latest California State Amendments.
      d. *CPC: California Plumbing Code 2022, California Code of Regulations, Title 24, Part 5, CCR-T24, based on the 2021 edition of the UPC (Uniform Plumbing Code) by IAPMO, with the latest California State Amendments.

e. *CEnC: California Energy Code 2022, California Code of Regulations, Title 24, Part 6, CCR-T24, and the latest California State Amendments.
f. *CFC: California Fire Code 2022, California Code of Regulations, Title 24, Part 9, CCR-T24, based on the 2021 edition of the IFC (International Fire Code), with the latest California State Amendments.

1) In addition to all other Chapters in the CFC to be followed, attention is specifically called out to comply with Chapter 33 - "Fire Safety During Construction and Demolition".

g. CEBC: California Existing Building Code 2022, California Code of Regulations, Title 24, Part 10, CCR-T24.

h. CGBSC: California Green Building Standards Code 2022, California Code of Regulations, Title 24-Part 11, CCR-T24 (CALGreen).

i. CRSC: California Referenced Standard Code 2022, Title 24, Part 12, CCR-T24, with the latest California State Amendments.

7. DSA: DIVISION OF THE STATE ARCHITECT:

a. DSA: Regulations of the Division of the State Architect of the State of California:

1) ACS: Access Compliance Section
2) SSS: Structural Safety Section
3) FLS: Fire and Life Safety Section
4) IR: Interpretation of Regulations.

8. OTHER STATE AGENCIES:

a. AQMCD: Air Quality Management Control District in the area where the project is located.

b. RWQCB: Regional Water Quality Control Board in the area where the project is located.

C. Governing Authority:

1. DSA: Division of the State Architect.

a. The provisions of the State of California, Statutes of 1933, Chapter 59, Safety of Construction of Public School Buildings Act, and the latest regulation based thereon, of the Division of the State Architect of the State of California, shall be the governing authority and shall take precedence over other applicable codes.

b. The following shall be stamped and signed by the A/E on Record or Delegated Design Professional per CBC, Part 1, Section 4-317 (h), and the following:

1) Addenda or Bulletins per Sec. 4-338(b): All addenda or bulletins shall be signed and approved by the Division of State Architect.
2) Construction Changes per Sec. 4-338(c): All Construction Changes related to structural items, fire safety issues, life safety issues and accessibility compliance issues shall be reviewed and approved by the appropriate Division of the State Architect.
3) Substitutions (per DSA) shall be treated like Addenda, or Construction Changes per Sec. 4-338(c), and IR A-6: All substitution requests and substitutions related to structural items, fire safety issues, life safety issues and accessibility compliance issues shall be reviewed and approved by the appropriate Division of the State Architect prior to fabrication and installation.

PART 2 - PRODUCTS
NOT APPLICABLE

PART 3 - EXECUTION
NOT APPLICABLE

END OF SECTION

SECTION 01 42 00 – REFERENCES

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all material, labor, equipment and services necessary to completely install all materials, accessories and other related items necessary to complete the Project as indicated by the Contract Documents.
   1. The abbreviations, symbols and work meanings not defined in the Contract Documents are in accordance with building industry usage and convention. Questions which arise as to "meaning," or intent shall be referred to the Architect prior to bidding for interpretation.
   2. Refer to drawings for additional abbreviations and symbols.
   3. Refer to GENERAL and SPECIAL or SUPPLEMENTAL CONDITIONS and specific specification Sections for additional definitions.

B. Related Sections:
   1. DIVISION 00 SPECIFICATION SECTIONS.
   2. DIVISION 01 SPECIFICATION SECTIONS.
   3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP.
   4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 DEFINITIONS

A. EXECUTE: Perform what is required to install, apply, erect and otherwise incorporate products in to this Project.

B. FURNISH: Supply products required, deliver to Project, unload, store and install as required in location as directed by Contractor, Owner or Architect.

C. GUARANTEE: An assurance by the seller or installer that products or Work are as represented or will be as promised in compliance with Specifications. Synonymous and interchangeable with WARRANTY.

D. INSTALL: Incorporate into this Project.

E. PRODUCTS: The material, equipment, fixtures and other physical substances required to execute the Project.

F. PROVIDE: Furnish and Install into this Project.

G. WARRANTY: An assurance by the seller or installer that products or Work are as represented or will be as promised in compliance with Specifications. Synonymous and interchangeable with GUARANTEE.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 23 – TESTING AND INSPECTION SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section includes:
   1. One Project Inspector (Owner's Inspector), including Special and/or Assistant Inspector(s) (minimum Class 1 Rating), as required, will be employed by the Owner in accordance with the requirements of CCR-Title 24, Part 1, CALIFORNIA ADMINISTRATIVE CODE, and the latest amendments, and will be assigned to the Project.
      a. Duties of a Project Inspector are specifically defined in CCR-Title 24, Part 1, and the latest amendments.
      b. Special Inspections (not within the Project Inspector's abilities) shall be performed by the Testing Laboratory or other Special Inspector as approved by the Owner and DSA.
         1) All Special Inspections shall be approved by DSA in accordance with CCR-T24, Part 1, Chapter 4, Group 1, Article 5, Section 4-335.1.
   2. The Project Inspector shall be employed by the Owner and approved by the Architect, Structural Engineer, and DSA.
      a. See the Title Page of this Project Manual for the name of this Project.
      b. Payment of the Project Inspector will be by the Owner.
   3. Provide all access, facilities and information required by the Project Inspector for the Project.

B. Related Sections:
   1. DIVISION 00 SPECIFICATION SECTIONS.
   2. DIVISION 01 SPECIFICATION SECTIONS.
   3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP.
   4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 DEFINITIONS

A. Responsibilities of the Project Inspector:
   1. The Project Inspector will be required to provide inspection of the Work (including "Continuous Inspection") as required in CCR-T24, Part 1:
      a. Educational Work: Chapter 4, Group 1, Article 6, 4-342 (b).
   2. The Project Inspector will report to the Owner, the Architect and DSA as required during the progress of the Work.
   3. The Project Inspector shall review all Pay Requests prior to submittal to the Architect.

B. Responsibilities of the Contractor:
   1. Written Statement of Responsibility to the Owner and the Authority Having Jurisdiction (DSA) per CBC Chapter 17A:
      a. Provide a written Statement of Responsibility regarding the Contractor's understanding of the special inspection requirements and identifying individuals in their firm responsible for exercising control over the conformance to the construction documents.
   2. Provide the Project Inspector free access to any and all parts of the Project at all times.
   3. Provide the Project Inspector information necessary to keep him fully informed with respect to the progress, manner and character of Work.
   4. Perform no Work in absence of the Project Inspector unless alternate arrangements have been made in advance and agreed to by the Owner, the Architect and DSA.
   5. The Owner's "Inspection of Work" by the Project Inspector shall not relieve the Contractor from any conditions of this Contract.

TESTING AND INSPECTION SERVICES

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1.3 SUBMITTALS

A. Submit in accordance with Specification Section - SUBMITTAL PROCEDURES:

B. Quality Assurance/Control Submittals:
   1. Written Statement of Responsibility to the Owner and the Authority Having Jurisdiction per CBC Chapter 17A.
   2. Project Inspector's Field Reports:
      a. Submit four (4) copies of reports.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. In accordance with Specification Section - REGULATORY REQUIREMENTS.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

NOT APPLICABLE

END OF SECTION

SECTION 01 45 29 – TESTING LABORATORY SERVICES

PART 1 - GENERAL

1.1 SUMMARY

A. The Owner's Testing Laboratory shall be employed by the Owner and approved by the Architect, Structural Engineer, and DSA.
   1. Payment of the Owner's Testing Laboratory will be by the Owner.
   2. The Owner shall pay for all initial testing indicated as paid for by Owner except as specified otherwise or in the schedule at the end of this section.
      a. Cost of re-testing (due to initial failures) shall be back-charged to the Contractor, and those excess costs will be deducted from the Contract Price.
      b. Cost of testing (due to shop fabrication or in-plant testing out of state and beyond a 75-mile radius of the Project Site) shall be back-charged to the Contractor, and those excess costs will be deducted from the Contract Price.

B. Provide all access, facilities and information required for the testing of the various portions of the Work as required by Regulatory Agencies, Planning, Agencies, Building Agencies, and other Governmental Inspectors, the Contract Documents and the Owner.

C. Related Sections:
   1. DIVISION 00 SPECIFICATION SECTIONS.
   2. DIVISION 01 SPECIFICATION SECTIONS.
   3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP.
   4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 DEFINITIONS

A. Responsibility of the Testing Laboratory:
   1. Taking all specimens.
   2. Performing Tests.
      a. The Testing Laboratory's duties shall include all tests required by the DSA 103 Form prepared at the time of DSA Approvals, and any other testing as determined by authorities or the Project Inspector during the course of the work.
      b. Special Inspections (not within the Project Inspector's abilities) shall be performed by the Testing Laboratory or other Special Inspector as approved by the Owner and DSA.
         1) All Special Inspections shall be approved by DSA in accordance with CCR-T24, Part 1, Chapter 4, Group 1, Article 5, Section 4-335.
   3. Writing Test Reports
   4. Review of "Continuous Inspection" reports by the Project Inspector.
      a. Portions of the Work requiring "Continuous Inspection" shall be performed by the Project Inspector (if qualified) and all reports will be reviewed by the Testing Laboratory.
   5. Distribute Test Reports to the Owner, Architect, applicable Engineer, Contractor and to DSA.

B. Responsibilities of the Contractor:
   1. Contractor shall provide a Testing Schedule that is in accordance with the following:
      a. Format of the Testing Schedule shall be in accordance with Specification Section – CONSTRUCTION SCHEDULES.
      b. Cooperates with the Testing Laboratory's schedule of required testing.
      c. Contractor shall coordinate Construction Schedule and Testing Schedule.
         1) Format of testing schedule in accordance with Specification Section – CONSTRUCTION SCHEDULES.

2. Cooperation with testing laboratory:
   a. Provide access to Work being tested.
   b. Provide test samples as selected by testing laboratory.

c. Schedule Work so that there shall be no excessive inspection time.
   1) At times that an inspector is required, sufficient work shall be laid out and adequate personnel supplied so that the inspector's time shall be used to full advantage.
   2) If inspection costs become excessive because of poor shop or construction procedure, such excess costs will be paid for by the Owner, but deducted from the Contract Price.
d. Inspections and tests required by regulatory agencies shall be the responsibility of and shall be paid for by the Owner unless specified otherwise.
e. Inspections and testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.
f. Test Reports:
   1) Distribute test reports and related instruction to insure all required re-testing and/or replacement of materials.
g. Payment of Testing:
   1) All testing shall be paid for by the Owner.

3. Contractor shall be back-charged for re-testing, excessive distance from the Project Site, or extra testing required because of initial failures.

1.3 REFERENCE STANDARDS

A. ASTM: American Society for Testing and Materials
   1. ASTM E329 Agencies Engaged in the Testing and/or Inspection of Materials Used in Construction (Standard Specification for)

1.4 SUBMITTALS

A. Submit in accordance with Specification Section - SUBMITTAL PROCEDURES:
B. Quality Assurance/Control Submittals:
   1. Test Reports:
      a. Submit four (4) copies of testing laboratory's report.

1.5 QUALITY ASSURANCE

A. Qualifications:
   1. Testing Laboratory Qualifications:
      a. In accordance with the latest Edition of ASTM E329.
B. Regulatory Requirements and Reference Standards:
   1. In accordance with Specification Section - REGULATORY REQUIREMENTS, and the following:
      a. In accordance with regulatory agencies and appropriate ASTM Standards.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.1 SCHEDULES

A. Testing Schedule at the end of this section should be used as a guide only and it is not considered a complete list. Refer to regulatory agency requirements and specific specification section for complete testing requirements.

B. TESTING SCHEDULE
   1. 03 15 14 - DRILLED ANCHORS
      a. Tension Tests.
         1) Paid by Owner.

2. 03 20 00 - REINFORCEMENT
    a. Rebar Material per ACI 318, CBC TABLE 1705A.2.1, CBC Sections 1903A.1, 1905A, and 1910A.
        1) Paid by Owner
    b. Continuous Inspection of Welds per ACI 318, CBC TABLE 1705A.2.1, CBC Sections 1903A.8, 1905A, and 1910A.
        1) Paid by Owner
3. 03 30 00 - CAST-IN-PLACE CONCRETE
    a. Cement Material per ACI 318, and CBC Sections 1903A, 1905A, and 1910A.
        1) Paid by Owner
    b. Aggregate Material per ACI 318.
        1) Paid by Owner
    c. Concrete Mix per ACI 318. CBC Sections 1903A and 1910A.
        1) Paid by Owner
    d. Concrete Strength Tests per ACI 318.
        1) Paid by Owner
    e. Concrete Compression Tests per ACI 318.
        1) Paid by Owner
4. 04 22 00 - CONCRETE MASONRY UNITS
    a. Grout Tests/Mortar Tests per CBC Section 2105A.3.
        1) Paid by Owner
    b. Continuous Inspection of Laying Block and Block Cores per THE MASONRY SOCIETY - TMS 402 and TMS 602, as set forth in Tables 3 and 4, Level 3 requirements and Chapter 21A. Testing shall be in accordance of CBC Section 2105A.
        1) Paid by Owner
    c. Concrete Masonry Unit Tests per CBC Section 2105A.6.
        1) Paid by Owner
5. 05 12 00 - STEEL AND FABRICATIONS
    a. Steel Material per CBC Section 1705A.2.
        1) Paid by Owner
    b. High Strength Bolts and installation per CBC Section 1705A, and CBC Section 1705A.2.6.
        1) Paid by Owner
    c. Inspection of Shop and Field Welding per CBC Section 1705A, and CBC Section 1705A.2.5.
        1) Paid by Owner
6. 05 30 00 - METAL DECK
    a. Steel Material per CBC Section 1705A, and CBC Section 1705A.2.2.
        1) Paid by Owner
    b. Inspection of Shop and Field Welds per CBC Section 1705A, and Table 1705A.2.1.
        1) Paid by Owner
7. 06 17 33 - WOOD JOISTS
    a. Continuous Plant Inspection for open web trusses per CBC Section 1705A.5.5.
        1) Paid by Owner

8. 06 18 00 - GLUE-LAMINATED CONSTRUCTION
    a. Continuous Plant Inspection per CBC Sections 1705A.5.4, and 1705A.10.
        1) Paid by Owner

9. 09 22 16 - METAL FRAMING
    a. Metal Stud Material.
        1) Paid by Owner
    b. Metal Stud Welding.
        1) Paid by Owner
10. 09 51 00 - ACOUSTICAL CEILINGS
    a. Main and cross runners, intersection connectors and expansion devices
        1) Paid by Contractor
11. DIV. 22 - PLUMBING
    a. Non-Leaking System
        1) Paid by Contractor
    b. Bacteriological Purity
        1) Paid by Contractor
12. DIV. 23 - HEATING, VENTILATING AND AIR CONDITIONING
    a. Equipment Operation
        1) Paid by Contractor
    b. System Energy Balance
        1) Paid by Contractor
    c. Non-Leaking Hydronic System.
        1) Paid by Contractor
13. DIV. 26 - SERVICE AND DISTRIBUTION
    a. Equipment Operation
        1) Paid by Contractor
    b. Protective Systems
        1) Paid by Contractor
14. DIV. 26 - LIGHTING
    a. Equipment Operation
        1) Paid by Contractor
15. DIV. 27 - MASTER CLOCK AND PUBLIC ADDRESS SYSTEM
    a. Equipment Operation
        1) Paid by Contractor
16. DIV. 28 - FIRE SPRINKLER SYSTEM
    a. All tests required by NFPA #13.
        1) Paid by Contractor
17. DIV. 28 - WET CHEMICAL FIRE SUPPRESSION SYSTEM
    a. All tests required by NFPA #17A.
        1) Paid by Contractor
18. 31 20 00 - EARTHWORK
    a. Compaction Test
        1) Paid by Owner
    b. Inspection of Excavations and Fills per CBC Table 1705A.6.
        1) Paid by Owner
    c. Department of Toxic Substances Control (DTSC) Independent Testing of Imported soil

1) Paid by Contractor

C. Division of the State Architect "Statement of Structural Tests and Special "Inspections":

TESTING LABORATORY SERVICES

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1. In addition to the TESTING SCHEDULE cited above, and elsewhere within the documents, DSA requires the Contractor to schedule and manage the following tests to be performed and reported as required for this Project.
2. Failure to schedule these tests is grounds for reduction in Monthly Payment Request authorization, and may delay distribution of the Final Payment.
3. Refer to the approved DSA 103-Listing of Structural Tests and Special Inspections Form.

END OF SECTION

SECTION 01 50 00 – TEMPORARY FACILITIES AND CONTROLS

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all material, labor, equipment and services necessary to completely install all Temporary Utilities, Support Facilities, and Protection Facilities materials, accessories and other related items necessary to complete the Project as indicated by the Contract Documents.

B. Related Sections:
   1. DIVISION 00 SPECIFICATION SECTIONS.
   2. DIVISION 01 SPECIFICATION SECTIONS.
   3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP.
   4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 SUBMITTALS

A. Per SUBMITTAL PROCEDURES.

B. Shop Drawings:
   1. Project Sign.

C. Site Safety Plan prior to initial filing of Construction Start Notice/Inspection Card Request.

D. Temporary Project Enclosure Plan.

E. Dust Prevention and Control Plan.
   1. Approved application from APCD.

F. Traffic Control Plan.
   1. Approved application from local City or County Engineer for Traffic Control.

1.3 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. Per Specification Section - REGULATORY REQUIREMENTS.
   2. CARB — Materials and equipment used for this Project shall comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA), in the area where the project is located.
   3. CAL/OSHA — California Division of Occupational Safety and Health Administration
   4. EPA — Environmental Protection Agency

1.4 REQUIRED PLAN DOCUMENTS

A. Site Safety Plan:
   1. Contractor shall be responsible for the development, implementation, and maintenance of a written plan establishing a site safety plan at the project site applicable throughout all phases of the construction, repair, alteration, or demolition work.
   2. It is the Contractor's responsibility to contact local Fire Authority to discuss the plan.
      a. A copy of the report should be made available to the Project Inspector and local Fire Authority.
      b. Plan will be turned over to the Owner and AHJ in compliance with rules and regulations, but will not be reviewed.
   3. Regulatory References:
      a. DSA BU 24-05 Bulletin: Fire Safety During Construction and Demolition.

b. CFC Chapter 33, Section 3308 and sub-sections.

4. Plan shall address at a minimum:
   a. Project Phases.

1) Describe each phase of the construction, repair, alteration, or demolition work.

b. Site Security Provisions.
c. Site Safety Director.
   1) Designate responsible program superintendent per CFC 3308.2.
   2) Include name and contact information.
d. Training Documentation.
   1) Document training of site safety director and fire watch personnel.
e. Emergency Reporting Procedures.
f. Fire Department Vehicle Access Routes.
g. Locations of fire protection equipment.
   1) Include portable fire extinguishers, standpipes, fire department connections and fire hydrants.
h. Smoking and Cooking Policies.
   1) Include designated area to be used where approved, and signage locations in accordance with CFC Section 3305.8.
i. Temporary Heating Equipment.
   1) Location and safety considerations.
j. Hot Work Operations.
k. Control Plan for Combustible Waste.
l. Control Plan for Flammable and Combustible Materials.
   1) Locations and methods for storage and use of flammable and combustible liquids and other hazardous materials.
m. Renovation Work Procedures.
   1) Procedure for impairment of fire protection systems.
   2) Procedure for temporary covering of fire protection devices.
n. Procedure for Changes.

B. Temporary Project Enclosure Plan:
   1. Prior to commencing the Work, prepare a Temporary Project Enclosure Plan indicating the protection of people, animals, and partial and fully completed work until occupancy by the Owner.
   2. Identify temporary egress from existing occupied facilities and as required by authorities having jurisdiction.
   3. The Temporary Project Enclosure Plan shall include, but not be limited to, the following:
      a. Contractor’s name and project identification information.
      b. Indicate the duration of the proposed measures based on the completion of the work as a whole and if any phases of work are identified.
      c. Indicate proposed temporary fencing and potential exit and entry paths.
         1) Show gate and door locations and indicate who has access.
      d. Indicate proposed temporary wall location(s) and potential exit and entry paths.
         1) Show door location(s) and indicate who has access.
      e. Indicate type of material used for temporary fencing, walls, gates, and doors.
      f. Indicate proposed temporary roads and paved areas.
      g. Indicate proposed temporary offices and storage areas.

C. Dust Prevention and Control Plan:
   1. Prior to commencing the Work, prepare a Dust Prevention and Control Plan and obtain review and approval of the Air Pollution Control District (APCD) in the area where the project is located.

a. Prepare application and file with appropriate fees to APCD upon completion of Dust Prevention and Control Plan.

2. The Dust Prevention and Control Plan shall specify the methods of control that will be utilized, demonstrate the availability of needed equipment and personnel, and identify a responsible individual who, if needed, can authorize implementation of additional measures.
3. All construction shall comply with applicable elements of the APCD's regulations.
4. The Dust Prevention and Control Plan shall include, but not be limited to, the following:
    a. Contractor's name and project identification information.
    b. Procedures and measures to be implemented, but not be limited to:
        1) All material excavated or graded shall be sufficiently watered to prevent excessive amounts of dust.
        2) During periods of high winds, all clearing, grading, earth moving, or excavation shall cease when dust control measures are unable to avoid visible plumes.
        3) All dust producing material transported off site shall be either sufficiently watered or securely covered to prevent excessive amounts of dust.
        4) The area disturbed by clearing, earth moving, or excavation activities shall be minimized at all times.
        5) All watering of areas shall be only to the extent required to keep the soil particles in a moist condition and not to the extent that erosion of surface soil occurs.
        6) To control general fugitive dust, on-site vehicle speed shall be limited to 15 mph.
        7) All areas with vehicle traffic shall be watered periodically for stabilization of dust emissions.
        8) Periodically streets adjacent to the project site shall be cleaned as required to remove silts which may have accumulated from construction activities.

D. Traffic Control Plan:
1. Prior to commencing the Work, prepare a Traffic Control Plan and obtain approval of the local City or County Engineer in the area where the project is located.
    a. Prepare application and file with appropriate fees to the local City or County Engineer upon completion of Traffic Control Plan.
2. The Traffic Control Plan shall include information on construction timing and phasing and proposed methods of alleviating potential hazardous and/or inconvenient conditions. Such methods can include, but are not limited to, the use of flagmen, barricades, signs, warning lights, detours, phased lane closures, coordination with adjacent property owners, and coordination with law enforcement, fire protection and other emergency service agencies.

1.5 PROJECT CONDITIONS

A. Environmental Requirements:
1. Heating and Cooling:
    a. Provide temporary heating and cooling required by construction activities for curing, acclimating the building or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed, and is maintained prior, during and after the installation in accordance with the exterior or interior building materials temperature and humidity guidelines.
        1) Do not use heating units that contribute moisture to the enclosed spaces under construction.
2. Ventilation and Humidity Control:
    a. Provide temporary ventilation required by construction activities for curing, acclimating the building or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Select equipment that will not have a harmful effect on completed installations or elements being installed. Coordinate ventilation requirements to produce ambient condition required and minimize energy consumption.
        1) Exterior Moisture Control:

a) Perform the installation of all exterior building cladding only after the substrate to which they are being applied is dry and ready to receive them. Do not apply any

cladding if it will trap moisture inside a wall or roof cavity (i.e. insulation that has become wet for whatever reasons).

2) Interior Moisture Control:

a) Perform the installation of all interior moisture sensitive building materials only after the building or space is acclimated to the final environmental conditions under which the building is to be operated in accordance within the Owner's humidity control guidelines.

b. Maintain a consistent humidity in accordance with the guidelines for those materials in the space at least seven (7) days prior to installation of any moisture sensitive materials (i.e. Veneer Plaster, Gypsum Board, Ceiling Tiles, Wood Sensitive Floors, other Flooring sensitive to moisture levels, Interior Painting, etc.).

c. Maintain the same levels or temperature and humidity during the installation of those materials, and after the installation of those materials until the building's own mechanical systems can be turned on to maintain the facility within the Owner's temperature and humidity control guidelines.

d. Replace any materials that have become wet and damaged due to the Contractor not properly protecting installed building materials at no additional cost to the Owner.

3. Dust control:

a. Perform work in a manner as to minimize the spread of dust and flying particles.

b. Thoroughly moisten all surfaces as required to prevent dust from being a nuisance to the public, neighbors and concurrent performance of other on-site work.

c. Temporarily cover mechanical equipment and ductwork openings to prevent the entry of construction dust and debris.

4. Burning: No burning will be allowed on-site.

5. Noise Control:

a. Stationary noise sources shall be of a low-noise emission design, consistent with the best available noise reduction technology.

b. The hours of operation of noise-generating equipment shall be restricted to 6:00 a.m. to 7:00 p.m. Monday through Friday, and to 8:00 a.m. to 6:00 p.m. on Saturday and Sunday.

c. Mufflers shall be required on all gas and diesel-powered equipment.

B. Existing Conditions:

1. Examine site and compare it with the drawings and specifications. Thoroughly investigate and verify conditions under which the work is to be performed. No allowance will be made for extra work resulting from negligence or failure to be acquainted with all available information concerning conditions necessary to estimate the difficulty or cost of the work.

2. Cultural Resources:

a. The Contractor is advised of the possibility that cultural resources may be discovered during project activities.

b. If any cultural or paleontological materials are uncovered during project activities, work in the area or any area reasonably suspected to overlie adjacent remains shall be stopped and the Architect advised of the discovery. The Architect will notify the appropriate agency and the work shall remain stopped until professional cultural resources evaluation and/or data recovery excavation can be planned and implemented. Appropriate measures to protect remains from accidents, looting, and vandalism shall be implemented immediately on discovery.

c. If human remains are discovered, the work in the area or any area reasonably suspected to overlie adjacent remains shall be stopped and the County Coroner and the Architect shall be notified immediately. Appropriate measures to protect remains from accidents, looting, and vandalism shall be implemented immediately on discovery. The work shall

remain stopped until professional cultural resources evaluation and/or recovery excavation can be planned and implemented.

PART 2 - PRODUCTS

2.1 EQUIPMENT

A. Fire Protection During Construction:
   1. Provide Temporary Fire Protection per CFC Chapter 33 during demolition and construction.

B. Field Offices:
   1. Contractor's Field Office: 200 square feet.
      a. Size: Nominal 8 feet wide minimum, approximately 200 square feet minimum.
      b. Equipment:
         1) 2A:10B:C Surface Mounted Fire Extinguisher.
         2) Table for review of Drawings.
         3) Files, rack and shelves as required to store Contract Drawings and Project Record Drawings in a neat, orderly manner.
         4) One copy of each code listed in Specification Section - REGULATORY REQUIREMENTS.
         5) Telephone.
         6) Internet Connection.
         7) Plain Paper Copier / FAX Machine.
      c. Facilities:
         1) Adequate light and power.
         2) Adequate heating, ventilation and air conditioning.
      d. Control and Access:
         1) Door shall be lockable and key shall be supplied to Architect and access shall be limited to Owner, Architect, Inspector and Contractor.
      e. All of the above items shall be subject to Architect's approval.
   2. Project Inspector's Field Office: 96 square feet.
      a. Size: Nominal 8 feet wide minimum, approximately 96 square feet minimum.
      b. Equipment:
         1) 2A:10B:C Surface Mounted Fire Extinguisher.
         2) Table for review of Drawings.
         3) Files, rack and shelves as required to store Contract Drawings and Project Record Drawings in a neat, orderly manner.
         4) Space for one copy of each code listed in Specification Section - REGULATORY REQUIREMENTS.
         5) Telephone.
         6) Internet Connection.
         7) Plain Paper Copier / FAX Machine.
      c. Facilities:
         1) Adequate light and power.
         2) Adequate heating, ventilation and air conditioning.
      d. Control and Access:
         1) Door shall be lockable and key shall be supplied to Architect and access shall be limited to Owner, Architect, Inspector and Contractor.
      e. All of the above items shall be subject to Architect's approval.

C. Project Sign:
   1. The Contractor shall furnish and erect at location as directed by the Architect one sign board approximately 4 feet x 8 feet, fabricated of 3/4 inch exterior grade plywood with a sturdy

frame attached to 4 inch x 4 inch x 14 foot redwood posts set 4 feet in the ground minimum, and substantially braced.

2. The sign to be painted on signboard shall be of design in 4 colors as directed by the Architect.
3. Lettering shall be of style shown, neatly executed by a skilled sign painter.

4. The information to be lettered on sign shall be as furnished by the Architect.
    a. Sign will include the names of the Contractor(s), Owner, Architect, and the project designation.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Site verification of conditions:
    1. Report unacceptable conditions to the Architect. Do not begin work until unacceptable conditions have been corrected.
    2. Execution of work under this specification section shall constitute acceptance of existing conditions.
    3. Obtain all necessary permits and authorizations by regulatory agencies required to perform the work under this section.

3.2 PREPARATION

A. Coordination:
    1. Before proceeding, verify plans match existing conditions.
    2. Coordinate work under this specification with work specified under other sections to ensure proper and adequate interface of work.
B. Protection:
    1. The Contractor shall verify and protect existing landscaping, asphalt area, concrete walkways, and other site improvements to remain on the site before proceeding with the Work.
    2. Prior to starting Work, hose bibbs, utility lines, etc., to be abandoned and removed within the construction area shall be stubbed off outside the limits of construction.
    3. Verify and protect utilities to remain within the construction area and provide special construction for their protection.

3.3 IMPLEMENTATION

A. General:
    1. Perform Work and provide and maintain Temporary Utilities and Temporary Facilities in accordance with the requirements of all regulatory authorities having jurisdiction.
    2. Contractors shall cooperate with other contractors and the Owner in the use of the site, Temporary Utilities, Temporary Facilities and shall adjust their operations to maintain harmonious relations and uninterrupted progress of the Work.
    3. The Contractor shall assume all responsibility for the provision and maintenance of these Temporary Utilities and Temporary Facilities and for the provisions of public safety where the operations under this Contract interface with public areas.
    4. Relocate and modify Temporary Utilities and Temporary Facilities, as required by progress of the Work.
    5. Remove Temporary Utilities and Temporary Facilities upon completion of the Project.
    6. Temporary Utilities and Temporary Facilities are to be provided and maintained from commencement of Work until final acceptance.
        a. The Contractor shall pay all charges required of him for the duration of the project, including a **1**month period following the date of the Notice of Substantial Completion.
B. Temporary Utilities:
    1. Install temporary service or connect to existing service.
        a. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

1) Minimum forty-eight (48) hours prior notice to any interruption.

2. Sewers:
   a. Provide temporary service to remove effluent lawfully.

3. Storm Drainage:
    a. Provide temporary service as necessary to remove storm water. Work shall be performed in accordance with the requirements of the Storm Water Pollution Prevention Plan (SWPPP), if any. If no SWPPP is required, then follow local authorities having jurisdiction requirements.
4. Water:
    a. The Owner will pay for all water supply for all purposes of construction at a location to be designated at the site. Extensions within the site shall be provided by the Contractor and maintained in a safe and efficient manner.
5. Electrical:
    a. The Owner will pay and the Contractor shall provide for all electrical facilities and services for all purposes of power and lighting for construction at a location to be designated at the site. Extensions within the site shall be provided by the Contractor and maintained in a safe and efficient manner.
        1) The Contractor shall pay for cost of electrical energy required in connection with the testing of such equipment as generators, transformers, power machinery, and similar equipment installed in the work.
    b. The Contractor will provide electrical energy to all subcontractors as required on or about the premises.
    c. The Contractor will provide power outlets having adequate electrical characteristics and lighting of adequate intensity for the use of other contractors within reasonable distances from their needs and within a reasonable period of time after the other contractors have requested them.
6. Telephone:
    a. The Contractor shall provide and pay for all telephone service and telephone equipment in the Field Offices until completion of the Work.
        1) Provide an additional dedicated phone line for modem/network connection in the Project Inspector's Field Office for use by the Architect's representative.
7. Heating:
    a. Provide temporary heat required by construction activities, for curing or drying of completed installations or protection of installed construction from adverse effects of low temperatures or high humidity.
    b. Select UL or FM approved equipment that will not have a harmful effect on completed installations or elements being installed.
        1) Except where use of the permanent heating system is authorized, provide temporary units that do not introduce moisture into the newly constructed building spaces.
        2) Use of gasoline-burning space heaters, open flame, or salamander type heating units is prohibited.
    c. Coordinate ventilation requirements to produce the ambient condition required and minimize consumption of energy.

C. Temporary Facilities:
1. Support Facilities:
    a. Offices and Storage:
        1) Provide temporary offices and storage facilities located within the construction area.
        2) Protect materials, construction work and their operations from weather, vandalism, and theft.
    b. Sanitary Facilities:
        1) Provide adequate, self-contained toilets as required for all persons employed on the Project.

2) In no case shall the permanent plumbing fixtures of the Project be used for this purpose.

c. Temporary Roads and Paved Areas:

1) Construct and maintain temporary roads and paved areas adequate for construction operations and fire protection during construction.

d. Traffic Controls:

1) Implement procedures and measures outlined in the local jurisdiction's approved Traffic Control Plan.
2) Maintain access for fire-fighting equipment and access to fire hydrants.
3) Conduct work and comply with applicable building codes and regulations regarding the use of public streets and sidewalks and the proper barricading and lighting of public thoroughfares surrounding the construction activities.
4) Provide and maintain access as required to perform work.
5) Repair all damage as a result of work performed on the project to adjacent roads, streets, drives and walks. Restore to condition as good as existed at commencement of the Work.

e. Project Sign:

1) Install project sign as submitted and approved.
2) No other signs will be allowed on the project.

2. Protection Facilities:

a. Existing Facilities:

1) Protect existing vegetation, equipment, structures, utilities, and other improvements at project site and on adjacent properties, except those indicated to be removed or altered. Damage occurring during the course of construction shall be repaired to condition at the start of the Work.

b. Environmental:

1) Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.

c. Project Enclosure:

1) Implement procedures and measures outlined in Temporary Project Enclosure Plan.
2) Project enclosure shall protect materials, construction work, and operations from vandalism, theft, and to exclude the intrusion of the public into the construction area.
3) Provide floor-to-ceiling dustproof partitions to limit dust and dirt migration and to separate areas occupied by the Owner from fumes and noise.
4) Maintain security by limiting number of keys and restricting distribution to authorized personnel.

3.4 CLEANING

A. Clean in accordance with Specification Section – PROJECT CLOSEOUT.

1. At all times, keep the premises free from accumulations of waste materials or rubbish caused by employees or the Work.
2. Clean all soiled surfaces to remain immediately.
3. At the completion of the Work, remove all rubbish from and about the building and all tools, scaffolding, and surplus materials and shall leave the Work "broom clean" or its equivalent.

END OF SECTION

SECTION 01 64 00 – OWNER-FURNISHED ITEMS

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all materials, labor, equipment, and services necessary to prepare for installation for those items, noted or scheduled within the Contract Documents, indicated as follows:
   1. CFCI - Contractor Furnished, Contractor Installed
   2. OFCI - Owner Furnished, Contractor Installed
   3. OFOI - Owner Furnished, Owner Installed
   4. OFVI - Owner Furnished, Vendor Installed

B. Related Sections:
   1. DIVISION 00 SPECIFICATION SECTIONS.
   2. DIVISION 01 SPECIFICATION SECTIONS.
   3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP.
   4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 DEFINITIONS

A. CFCI: CONTRACTOR FURNISHED, CONTRACTOR INSTALLED
   1. When and if the indication "CFCI" is noted on the drawings or listed in the specifications, such items are shown or listed for information and will be furnished by and installed by the Contractor. Such a designation is listed only for clarity, in order to set the item(s) apart from the OFCI, OFOI, and OFVI related item(s).
   2. All item(s) shown or listed in the drawings and specifications without any indication are in the Contract and are part of the Work unless specifically noted otherwise.

B. OFCI: OWNER FURNISHED, CONTRACTOR INSTALLED
   1. When and if the indication "OFCI" is noted on the drawings or listed in the specifications, such item(s) are shown or listed for information and will be furnished by Owner and installed by the Contractor. The Contractor shall coordinate and verify all dimensions and details necessary for the proper installation.

C. OFOI: OWNER FURNISHED, OWNER INSTALLED
   1. When and if the indication "OFOI" is noted on the drawings or listed in the specifications, such item(s) are shown or listed for the purpose of general information and will be furnished and installed by Owner. The Contractor shall coordinate and verify all dimensions and details necessary for proper installation.

D. OFVI: OWNER FURNISHED, VENDOR INSTALLED
   1. When and if the indication "OFVI" is noted on the drawings or listed in the specifications, such item(s) are shown or listed for information and will be furnished by the Owner and installed by the Vendor. The Contractor shall coordinate and facilitate all work to be completed by the Vendors.

1.3 SUBMITTALS

A. Submit in accordance with Specification Section - SUBMITTAL PROCEDURES:

B. Coordination Drawings:
   1. Submit installer's coordination drawings or other documents indicating the work of this section with that of related work of other sections for proper interface of the completed work. Installer shall coordinate and obtain approvals from the work of other related sections prior to submitting to the Architect.

2. The Owner will provide Product Data, Shop Drawings, Piping and Wiring Diagrams, Catalog Data Sheets for any items provided under this Specification Section.

C. Closeout Submittals in accordance with Specification Sections in Division One:

1. Project Record Documents in accordance with Specification Section - PROJECT DOCUMENTS.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. In accordance with Specification Section - REGULATORY REQUIREMENTS, and the following:
      a. CARB Materials and equipment used for this Project shall comply with the current applicable regulations of the California Air Resources Board (CARB) and the Environmental Protection Agency (EPA). Regulatory changes may affect the formulation, availability, or use of the specified coatings. Confirm availability of coatings to be used prior to use, and notify the Architect of any recent changes in the Local California Air District Standards where the Project is located, that may have occurred after the preparation of this specification section.

B. Meetings:
   1. Progress Meetings: Scheduled by the Contractor for the proper performance of the work.
      a. Minimum agenda shall be to review the work progress; discuss field observations, problems, and decisions; identification of any potential problems which may impede planned progress; corrective measures to regain projected schedules; and maintenance of quality and work standards in accordance with manufacturer's warranty requirements.
   2. Final Inspection: Scheduled by the Contractor upon proper completion of the work.
      a. Minimum agenda shall be a walkover inspection to identify problems which may impede the issuance of any warranties or guarantees, and discussion of maintaining the work until substantial completion notice for the project is filed.
   3. Participants (or designated representative of) invited to attend each of the above meetings shall be as follows:
      a. Contractor.
      b. Owner.
      c. Architect.
      d. Installer.
      e. Material Manufacturer(s).
      f. Subcontractors, as appropriate (including any accessory subcontractors).

1.5 DELIVERY, STORAGE, AND HANDLING

A. Packing, shipping, handling, and unloading:
   1. Products shall be handled in such a manner as to assure that they are free from dents, scratches and other damage. Damaged products will not be accepted. Contractor shall inspect prior to unloading, for any damaged goods, and if OK, will allow unloading and be responsible for the goods.

B. Acceptance at Site:
   1. The Contractor shall accept delivery of any items and the responsibility for all items to be furnished to him by the Owner.

C. Storage and protection:
   1. Owner Furnished Equipment: The Owner will coordinate and inform the Contractor as to delivery dates for Owner Furnished Equipment to the Project Site. The Contractor shall be responsible for unloading, uncrating, and protecting such equipment.
   2. When only a supporting device, or sub-assembly is to be installed by the Contractor the Owner shall provide only that portion and shall store and safeguard those portions to be installed later by others.

3. All products shall be protected, handled, and stored in complete compliance with the manufacturer's printed instructions to protect the Owner from warranty infringements or loss of the full function of the item specified.

1.6 PROJECT CONDITIONS OR SITE CONDITIONS

A. Existing Conditions:
   1. Examine site and compare it with the drawings and specifications. Thoroughly investigate and verify conditions under which the work is to be performed. No allowance will be made for extra work resulting from negligence or failure to be acquainted with all available information concerning conditions necessary to estimate the difficulty or cost of the work.
   2. Examine all preparatory work to determine its suitability and completeness. Notify the responsible Contractor of any deficiencies which must be corrected prior to installation.
   3. Be satisfied that all conditions affecting installation, operation or function are suitable for installation of the items scheduled.
   4. After installation, and acceptance by the inspector and the Architect, the Contractor shall provide protective guards, covers or barricades as required by the manufacturer.
   5. The Contractor shall promptly repair, refurbish, or replace items damaged by his operations to a condition satisfactory to the Owners representatives and at no cost to the Owner.

1.7 WARRANTY

1. The Contractor shall provide access to the installed items or prepared substrates for the inspection of the manufacturers representatives, for the purpose of affirming the warranties scheduled.
2. All work shall be performed in full accordance with the manufacturers warranty requirements and all governing codes.

PART 2 - PRODUCTS

NOT APPLICABLE

PART 3 - EXECUTION

3.1 PREPARATION

A. Coordination:
   1. Coordinate work under this specification section with work specified under other sections to ensure proper and adequate interface of work.
      a. Prepare all substrate blocking as required by the items Furnished By Owner.
      b. Prepare all wiring and piping connections as required by the items Furnished By Owner.

B. Protection:
   1. Protect all adjacent surfaces from drips, spray, air pollution of surrounding environment, and other damage from work under this specification section.

C. Surface preparation:
   1. Prepare surface in accordance with manufacturer's instructions and recommendations.
   2. Clean substrates of substances (oil, grease, rolling compounds, incompatible primers, loose mill scale, etc.) which could impair bond or installation of materials specified within the Contract Documents.

3.2 INSTALLATION

A. General:
   1. In accordance with manufacturer's instructions and recommendations unless specifically noted otherwise.
   2. In accordance with approved submittals.
   3. In accordance with Regulatory Requirements.
   4. Set plumb, level, and square.

B. Layout:
   1. Lines shall be straight and true.
C. Material and Equipment to be installed:

1. All items so noted or scheduled to be OFCI shall be unloaded, completely installed and placed in operable condition under this Contract.

3.3 CLEANING

A. Clean in accordance with Specification Section - PROJECT CLOSEOUT.
   1. Clean any soiled surfaces at the end of each day, minimum.
   2. In accordance with manufacturer's instructions and recommendations.

3.4 SCHEDULES

A. This schedule is provided for the convenience of the General Contractor for items not scheduled elsewhere on the drawings or in the Specification Sections. Refer to Drawings for additional items not listed below:
   1. SITE EQUIPMENT STATUS
      a. Playfield Equipment OFCI
      b. Shade Structure OFCI
      c. Synthetic Turf OFCI

   2. BUILDING EQUIPMENT STATUS
      a. Paper Towel Dispenser OFCI
      b. Soap Dispenser OFCI
      c. Seat Cover Dispenser OFCI
      d. Toilet Tissue Dispenser OFCI
      e. Grab Bars OFCI
      f. Mirrors OFCI
      g. Waste Receptacles OFCI
      h. Security Cameras OFCI
      i. PA System OFCI
      j. Knox Box OFCI

END OF SECTION

SECTION 01 73 29 – CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all material, labor, equipment and services necessary for cutting and patching existing materials, accessories and other related items necessary to remodel the Project as indicated by the Contract Documents.

B. Related Sections:

1. DIVISION 00 SPECIFICATION SECTIONS.
2. DIVISION 01 SPECIFICATION SECTIONS.
3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP.
4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of Work.

1.3 SUBMITTALS

A. Submit in accordance with Specification Section - SUBMITTAL PROCEDURES:

B. Coordination Drawings:

1. Submit any installer's coordination drawings indicating the work of this section with that of related work of other sections for proper interface of the completed work. Installer shall coordinate and obtain approvals from the work of other related sections prior to submitting to the Architect.

1.4 QUALITY ASSURANCE

A. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades.

1. Review areas of potential interference and conflict.
2. Coordinate procedures and resolve potential conflicts before proceeding.

B. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

C. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

E. The Contractor shall do all cutting, fitting or patching of existing construction and his work as may be required to make the several parts come together properly and ready to receive or be received by work of other contractors as shown, or reasonably implied by the drawings and specifications for the completed structure. All work shall be as directed by the Architect to achieve the intended work and degree of finish shown.

F. Any cost caused by defective or ill-timed work shall be borne by the party responsible therefor.

1.5 WARRANTY

A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during cutting and patching operations, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

3.3 FIELD QUALITY CONTROL

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.

3. Concrete or Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill. ***Do not overcut concrete corners*** – hand chip all corners to prevent over-cutting lines. Cut any masonry pavers at grout lines, and ***don't overcut*** into adjacent brick that is to remain.

4. Excavating and Backfilling: Comply with requirements in applicable Division 2 Sections where required by cutting and patching operations.
5. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
6. Proceed with patching after construction operations requiring cutting are complete.

C. Grinding and Sandblasting: Where grinding and sandblasting is required of existing construction, perform in accordance with industry standards for proper preparation of new construction or finishes.

D. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
    a. All hard paving and walk replacement shall be flush with adjacent existing construction. Compact existing subgrade so that there is no settling of adjacent horizontal surfaces greater than 1/4", and that all surfaces are ADA compliant.
    b. When altering surfaces in brick paving, match nearby adjacent horizontal concrete surfaces in color and texture. Take care to protect adjacent brick surfaces from concrete slurry and finishing operations. Clean exposed surfaces of brick immediately so that no signs of adjacent concrete work is seen.
    c. Match existing adjacent exposed aggregate concrete paving (color and texture) when construction is proposed for areas paved with exposed aggregate concrete.
    d. Match existing adjacent colored concrete paving (color and texture) when construction is proposed for areas paved with colored concrete.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.
4. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
5. Exterior Building Enclosure: Patch components in a manner that restores enclosure to a weathertight condition.

E. Insert specific installation requirements if not specified elsewhere. Specific installation requirements are better specified in individual Sections.

END OF SECTION

SECTION 01 74 19 – CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

PART 1 - GENERAL

1.1 SUMMARY

A. Requirements governing execution of the work including, but not limited to, the following:
   1. Salvaging non-hazardous demolition waste.
   2. Recycling non-hazardous construction and demolition waste.
   3. Disposing of non-hazardous construction and demolition waste.

B. Related Sections:
   1. DIVISION 00 SPECIFICATION SECTIONS
   2. DIVISION 01 SPECIFICATION SECTIONS
   3. SPECIFICATION SECTIONS IN THE FACILITY CONSTRUCTION SUBGROUP
   4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP

1.2 DEFINITIONS

A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, modernization, remodeling, renovation, or repair operations. Construction waste includes packaging.

B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition and site clearing operations.

C. Disposal: Removal off-site of construction and demolition waste and subsequent sale, recycling, reuse, or deposit in landfill acceptable to authorities having jurisdiction.

D. Recycle: Recovery of construction or demolition waste for subsequent processing in preparation for reuse.

E. Salvage: Recovery of construction or demolition waste and subsequent sale or reuse in another facility.

1.3 SYSTEM DESCRIPTION

A. Performance Requirements
   1. General:
      a. Achieve end-of-project rate for salvage/recycling of minimum [65][75][90] percent by weight of total non-hazardous construction and demolition waste generated by the Work.
      b. Practice efficient waste management in the use of materials in the course of the Work.
      c. Use all reasonable means to divert construction demolition waste from landfills and incinerators.

1.4 SUBMITTALS

A. Submit in accordance with Specification Section – SUBMITTAL PROCEDURES:

B. Quality Assurance/Control Submittal:
   1. Waste Management Plan.
   2. Waste Management Progress Reports.

1.5 QUALITY ASSURANCE

A. Regulatory Requirements:
   1. In accordance with Specification Section - REGULATORY REQUIREMENTS and the following:

a. CARB Materials and equipment used for this project shall comply with the current applicable regulations of the California Air Resources Board and the Environmental Protection Agency (EPA), in the area where the project is located.
b. CAL/OSHA California Division of Occupational Safety and Health Administration.

c. CF County of Merced, codes and ordinances.
d. DTSC Department of Toxic Substances Control.
e. EPA Environmental Protection Agency.

B. Waste Management Plan:
1. Prior to commencing the Work, submit Waste Management Plan. The Plan must include, but not limited to, the following:
a. Contractor's name and project identification information.
b. Procedures to be implemented.
c. Materials to be salvaged, recycled, or disposed.
d. Estimated quantities of material broken down by material categories.
e. Names and locations of entities who receive salvaged and recycled materials.
f. Tonnage calculations that demonstrate that the Contractor will salvage, re-use, or recycle the minimum percentage by weight of the construction and demolition waste materials generated by the Work.

C. Waste Management Progress Reports:
1. Submit the Report with each application for progress payment.
a. Failure to submit the Report and it supporting documentation can render the application for progress payment incomplete and delay the progress payment.
2. Each Report must include, but not limited to, the following:
a. List of material categories.
b. Weight quantity of waste by material category.
c. Weight quantity of waste salvaged.
d. Weight quantity of waste recycled.
e. Total weight quantity of salvaged and recycled waste by material category.
f. Weight percentage of waste salvaged and recycled by material category.
g. Include manifests, weight tickets, receipts, and invoices specifically identifying the universal waste, salvaged, reused, and recycled materials.
h. Signature line for Contractor.

D. Meetings:
1. Pre- Demolition……Schedule prior to the start of work.
a. Coordinate the work with other work being performed.
b. Identify any potential problems, which may impede the proper disposal of materials.
c. Review areas where waste and recycle bins will be located.
d. Review where salvaged materials will be stored.
e. Review demolition waste disposal and material recycling procedures and environmental goals per Waste Management Plan with all subcontractors and waste haulers.
2. Progress:……Scheduled by the Contactor during the performance of the work.
a. Review for maintaining proper procedures.
b. Inspect and identify any problems and acceptable corrective measures.
3. Completion:……Scheduled by the Contactor upon proper completion of the work.
a. Inspect and identify any problems.
b. Submit final Progress Report summarizing total construction and demolition waste weights, percentages salvaged, recycled, and disposed.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Cleaning, handling, and packing:
1. Salvaged Items shall be handled in such a manner as to assure that they are free from damage.

2. Salvaged Items shall be cleaned and packed or cleaned and palleted before off-site transport.

B. Storage and protection

1. Salvaged Items shall be stored in a dry, protected area prior to transport.

2. Cover with protective waterproof covering providing for adequate air circulation and ventilation.

1.7 PROJECT CONDITIONS

A. Environmental requirements;
   1. Comply with federal, state, and local regulations pertaining to solid waste, recycling, chemical waste, sanitary waste, and noise pollution.
   2. Perform work in a manner as to minimize the spread of dust and flying particles.
   3. No burning will be allowed on-site.

B. Existing conditions:
   1. Examine project site and building(s) and compare it with the drawings and specifications. Thoroughly investigate and verify conditions under which the work is to be performed. No allowance will be made for extra work resulting from negligence or failure to be acquainted with all available information concerning conditions necessary to estimate the difficulty or cost of the work.
   2. Conduct work so as not to interfere unnecessarily with adjacent buildings, roads, streets, drives, and walks.
      a. Do not close or obstruct streets, alleys, walks, or passageways without permission from authorities having jurisdiction and coordinating same with immediate neighbors whose business operation may be affected.
      b. Safety measures shall be taken to insure an uninterrupted flow of traffic around the site as required by local Police and Fire Departments.
   3. Storage or sale of removed items on-site is not permitted.
   4. Hazardous materials are present in buildings and structures to be selectively demolished. The Owner has prepared a report for the Contractor to review and use.
      a. Hazardous material remediation is specified in Specification Section - HAZARDOUS MATERIAL PROCEDURES.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Furnish all materials, tools, equipment, facilities, and services as required for performing the construction and demolition waste disposal work.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of conditions:
   1. Report unacceptable conditions to the Architect. Do not begin work until unacceptable conditions have been corrected.
   2. Execution of work under this specification section shall constitute acceptance of existing conditions.
   3. Obtain all necessary permits and authorizations by regulatory agencies required to perform the Work under this Section.

3.2 PREPARATION

A. Coordination:
   1. Before proceeding, verify plans match existing conditions.
   2. Review documents of existing construction provided by Owner against existing conditions.

3. If conflicts are encountered, report it to the Architect. Then prepare recommendation(s) for correction and submit to Architect for review.
4. Coordinate work under this specification section with work specified under other sections.

B. Protection:

1. Property:
    a. Provide temporary weather protection to prevent damage to salvage and recycled items.
    b. All damage inflicted on public and private property and the property of the Owner shall be repaired or restored to the original condition prior to the start of this Work. All repair or replacement work shall be done at no additional cost to the owner.

3.3 IMPLEMENTATION

A. General:
    1. Implement waste management plan as submitted.
    2. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the contract.
    3. Designate and label specific areas on project site necessary for separating materials that are to be salvaged, recycled, reused, and donated.
    4. Universal Waste: Dispose per DTSC requirements.
        a. Batteries
        b. Electronic Waste, Cathode Ray Tubes (CRT's), and CRT glass
        c. Lamps: fluorescent light tubes, CFL bulbs, HID bulbs, metal halide bulbs, etc.
        d. Mercury wastes
        e. Non-empty aerosol cans
        f. PV modules

B. Demolition Waste:
    1. Salvaged items for delivery to Owner or other entity:
        a. Clean salvaged items.
        b. Pack or crate items after cleaning. Identify contents of containers.
        c. Store items in a secure area until pick-up or delivery to Owner.
        d. Transport item to Owner's storage area [on-site][off-site][list address].
        e. Protect items from damage during transport and storage.
    2. Salvaged items for reuse in the work:
        a. Clean salvaged items.
        b. Store items in a secure and dry area until ready for installation.
    3. Recyclable materials:
        a. Prepare and maintain recyclable waste materials according to recycling facility requirements.
        b. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
        c. Separate recyclable demolition waste from other waste materials. Separate recyclable waste by material type at project site to the maximum extent practical according to approved waste management plan.
            1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from the project site.
            2) Include a list of acceptable and unacceptable materials at each container or bin.
            3) Inspect containers and bins for contamination and remove contaminated materials if found.
            4) Processed materials stockpiled on site shall not be mixed with other materials. Shape stockpiles to drain surface water. Cover stockpiles to prevent windblown dust.
            5) Processed material shall be stockpiled away from construction. Do not stockpile within drip line of remaining trees.
        d. Remove recyclable demolition waste off project property and transport to recycling receiver or processor.

e. The following list is of common material types which can be recycled. The list of material types is in no way complete but is representative of materials that can be sorted and recycled as per the intent of this specification section.
   1) Concrete: Remove reinforcement and other metals from concrete and sort with other metals.

2) Wood: Sort and stack members according to size, type, and length of member.
3) Metals: Separate metal by type. Stack structural steel members according to size and length. Remove bolts, nuts, washers, and other hardware from members.
4) Gypsum Board: Stack large clean pieces on wood pallets in a dry location. Remove edge trim and sort with other metals.
5) Acoustical Ceiling Tile: Stack large clean pieces on wood pallets in a dry location.
6) Metal Suspension System: Separate metal members including trim and other metals from acoustical ceiling tile and sort with other metals.
7) Carpet: Roll large pieces tightly after removing debris, trash, adhesive, and any tack strips. Store carpet in a dry location.
8) Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
9) Conduit: Reduce conduit to straight lengths and store by type and size.

4. Site clearing waste:
   a. Excavated top soil and land clearing debris not recycled and reused on-site shall be removed to an off-site recycling location or disposed of at a landfill that accepts inert material.

C. Construction Waste:
1. Recyclable materials:
   a. Prepare and maintain recyclable waste materials according to recycling facility requirements.
   b. Maintain materials free of dirt, adhesives, solvents, petroleum contamination, and other substances deleterious to the recycling process.
   c. Recycle paper and beverage containers used by on-site workers.
   d. Separate recyclable construction waste from other waste materials. Separate recyclable waste by material type at project site to the maximum extent practical according to approved waste management plan.
   e.
      1) Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from the project site.
      2) Include a list of acceptable and unacceptable materials at each container or bin.
      3) Inspect containers and bins for contamination and remove contaminated materials if found.
   f. Remove recyclable construction waste off project property and transport to recycling receiver or processor.
   g. The following list is of common material types which can be recycled. The list of material types is in no way complete but is representative of materials that can be sorted and recycled as per the intent of this specification section.
      1) Cardboard Packaging: Breakdown into flat sheets. Bundle and store in a dry place.
      2) Polystyrene Packaging: Separate and bag materials.
      3) Pallets: As much as possible, require deliveries using pallets to remove pallets from the project site. For pallets that remain on-site, breakdown pallets into component wood pieces and comply with requirements for recycling wood.
      4) Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.
      5) Wood: Clean Cut-Offs of lumber and grind or chip into small pieces.
      6) Gypsum Board: Stack large clean pieces on wood pallets in a dry location.

D. Disposal of Waste:
1. Except for items or materials to be salvaged, recycled, or otherwise reused remove and transport waste materials from project site and legally dispose of them in a manner acceptable to authorities having jurisdiction.

2. Dispose of universal waste properly per DTSC standards.
3. Do not allow waste material to accumulate on site.
4. Transport waste in a manner that will prevent spillage on adjacent surfaces and areas.

3.4 CLEANING

1. Clean in accordance with Specification Section – PROJECT CLOSEOUT:
   a. Immediately clean any soiled surfaces to remain.

END OF SECTION

SECTION 02 26 00 – HAZARDOUS MATERIALS PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

A. Provide all material, labor, equipment and services necessary to provide Hazardous Materials Procedures, accessories and other related items necessary to complete the Project as indicated by the Owner provided Testing Reports and Abatement Procedures.
   1. Refer to the Appendix that contains Testing Reports and Abatement Procedures for materials, location, and scope of the Work.

B. Testing Reports and Abatement Procedures have been prepared by the Owner and incorporated into the Project Manual. The Architect and Architect's consultants have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project Site.
   1. The Contractor and all subcontractors shall agree to bring no claim for negligence, breach of contract, indemnity or otherwise against the Architect (principals and employees), agents and consultants if such claim in any way involves or is related to any hazardous materials in the Project.

C. Related Sections:
   1. DIVISION 00 SPECIFICATION SECTIONS.
   2. DIVISION 01 SPECIFICATION SECTIONS.
   3. 09 65 19 RESILIENT TILE
   4. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP.

1.2 REFERENCES

A. Standards:
   1. CAL-OSHA: California Occupational Safety and Health Act.
   2. DOSH: Department of Occupational Safety and Health.
   3. EPA: Environmental Protection Agency

1.3 SUBMITTALS

A. Submit in accordance with Specification Section - SUBMITTAL PROCEDURES:

B. Quality Assurance/Control Submittals:
   1. Provide to the Owner the following requirements:
      a. Provide a copy of California Contractor License, and current registration with CAL-OSHA (DOSH) for Asbestos related roof work.
      b. Hazardous Material Removal Subcontractor shall provide proof of Workers Compensation, General Liability ($1,000,000.00 minimum), and professional liability Insurance Certificates which specifically state the insurance will cover Asbestos Abatement.

C. Pre-Construction Requirements – submittal to the Owner's Representative prior to construction:
   1. CAL-OSHA Plan of Action per DOSH Registration.
   2. Illness and Injury Prevention Program.
   3. Code of Safe Working Practice.
   4. Hazard Communication Program.
   5. List of Hazardous Materials Your Company uses.
   6. Material Safety Data Sheets (MSDS) of All Material required for Project.

7. Copy of Project Notices to CAL-OSHA and County EPA office. Post all information at the Project Site.
8. Copy of all CAL-OSHA and EPA Citations, (if any) for Asbestos removal during the last 24 months.

1.4 CLOSEOUT SUBMITTALS

A. Project Completion Documentation - submittal to the Owner's Representative prior to final approval:
   1. Daily Air Monitoring reports.
   2. Dump Receipts and Notaries Letters.

1.5 QUALITY ASSURANCE

A. Qualifications:
   1. Hazardous Material Removal Subcontractor's Qualifications:
      a. Engage an experienced Hazardous Material Removal Subcontractor who has successfully completed three (3) projects of similar scope and size to that indicated for this Project.

B. Regulatory Requirements:
   1. In accordance with Specification Section - REGULATORY REQUIREMENTS, and the following:
      a. Other applicable City, County, State and Federal Requirements where the Project is located.

PART 2 - PRODUCTS

2.1 ABATEMENT

A. Provide all materials as required to complete the work as indicated by the Owner's Testing Reports and Abatement Procedures.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Site verification of conditions:
   1. Prior to the execution of the work under this specification section, inspect the installed work executed under other sections of this Project Manual which affect the execution of work under this specification section.
   2. Report unacceptable conditions to the Architect. Do not begin work until unacceptable conditions have been corrected.
   3. Execution of work under this specification section shall constitute acceptance of existing conditions.

3.2 PREPARATION

A. Coordination:
   1. Coordinate work under this specification section with work specified under other sections to ensure proper and adequate interface of work.
   2. Contractors shall cooperate with other contractors and the Owner in the use of the site facilities and shall adjust their operations to maintain harmonious relations and uninterrupted progress of the Work.

B. Protection:
   1. Protect all adjacent surfaces from drips, spray, air pollution of surrounding environment, and other damage from work under this specification section.
   2. Install and maintain shelter as may be necessary to protect completed Work and existing structures from damage and disfigurement by the elements and other natural causes.

a. Any portion of Work (or existing facilities) damaged or disfigured prior to final acceptance of the abatement, shall be properly, neatly and satisfactorily reconstructed or repaired and the Project left without defects at final acceptance.

3.3 FIELD QUALITY CONTROL

A. Provide the Owner's Representative (prior to final acceptance) the following:
   1. Provide copies of Daily Air Monitoring of both personal and work areas, completed and tested by an Independent Testing Laboratory.
   2. Provide copies of Dump Receipts and Notaries Letter confirming site and amount of debris dumped.
      a. Burning of combustible materials from demolished work will not be permitted on site.
      b. Transport materials removed from the work and dispose of off site at legally designated hazardous material dumps.

3.4 CLEANING

A. The Contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by its employees or Work, and at the completion of the Work the Contractor shall remove all rubbish from and about the building and all tools, scaffolding and surplus materials and shall leave work "broom clean" (or its equivalent), or in accordance with code requirements (which ever is most restrictive).

END OF SECTION

SECTION 02 41 19 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section includes requirements governing execution of the work including, but not limited to, the following:
   1. Demolition and removal of selected portions of building or structure.
   2. Demolition and removal of selected site elements.
   3. Salvage of existing items to be reused or recycled.

B. Related Sections: The following Project Manual Sections contain requirements that relate to this section:
   1. DIVISION 00 SPECIFICATION SECTIONS
   2. DIVISION 01 SPECIFICATION SECTIONS
   3. 02 01 10 EXISTING LANDSCAPE MAINTENANCE
   4. 02 26 00 HAZARDOUS MATERIALS PROCEDURES
   5. SPECIFICATION SECTIONS IN THE SITE AND INFRASTRUCTURE SUBGROUP

1.2 REFERENCES

A. Standards:
   1. ANSI: A10.6 American National Standards Institute

1.3 DEFINITIONS

A. Remove: Detach items from existing site or building (s) and legally dispose or recycle off-site.

B. Remove and Salvage to Owner: Carefully detach from existing site or building (s), in a manner to prevent damage, and deliver to Owner.

C. Remove and Reinstall: Detach items from existing site or building (s), prepare for reuse, and reinstall where indicated.

D. Existing to Remain: Existing item(s) within project site that are not to be permanently removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

A. Submit in accordance with Specification Section - SUBMITTAL PROCEDURES:

B. Shop Drawings:
   1. Proposed Protection Measures - Submit report and drawings that indicates the measures proposed for protecting individuals and property for dust and noise control.
      a. Indicate proposed locations and construction of barriers.
      b. Indicate occupant paths of egress and travel.
      c. Indicate how long utility services will be interrupted.
   2. Salvaged Item Inventory List
      a. Indicate items to be salvaged and delivered to Owner.

1.5 CLOSEOUT SUBMITTALS

A. Existing Warranties

B. Pre-demolition Photographs

1.6 QUALITY ASSURANCE

A. Regulatory Requirements:

1. In accordance with Specification Section - REGULATORY REQUIREMENTS and the following:

a. CAL/OSHA California Division of Occupational Safety and Health Administration.
b. CM County of Merced, codes and ordinances
c. EPA Environmental Protection Agency

B. Meetings:
1. Pre- Demolition: Schedule prior to the start of work.
a. Coordinate the work with other work being performed.
b. Review requirements of work performed by others that rely on substrates exposed by selective demolition work.
c. Identify any potential problems that may impede planned progress and proper demolition of work.
d. Review structural load limitations of existing structure.
e. Review areas where existing construction is to remain and requires protection.
f. Review demolition waste disposal and material recycling procedures.
2. Progress: Scheduled by the Contractor during the performance of the work.
a. Review for proper work progress.
b. Identify any problems and acceptable corrective measures.
c. Identify any measures to maintain or regain project schedule if necessary.
3. Completion: Scheduled by the Contractor upon proper completion of the work.
a. Inspect and identify any problems.
b. Establish method and procedures to maintain protections while progressing to project completion.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Cleaning, handling, and packing:
1. Salvaged Items and Reinstalled Items shall be handled in such a manner as to assure that they are free from damage.
2. Salvaged Items shall be cleaned and packed or cleaned and palleted.
3. Reinstalled Items shall be cleaned.

B. Storage and protection
1. Salvaged Items and Reinstalled Items shall be stored in a dry, protected area.
2. Salvaged Items and Reinstalled Items shall be stored above ground on level platforms, six (6) inches above ground, allowing air circulation underneath.
3. Cover with protective waterproof covering providing for adequate air circulation and ventilation.

C. Waste Management and Disposal:
1. Disposal of all selective demolition items shall be per Specification Section - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.

1.8 PROJECT CONDITIONS

A. Environmental requirements:
1. Dust control - perform site, exterior, and interior work in a manner as to minimize the spread of dust and flying particles.
a. Thoroughly moisten appropriate surfaces as required to prevent dust from being a nuisance to the occupants, public, and neighbors.
2. Noise control - perform work in a manner as to minimize construction noise.
a. When a certain level of noise is unavoidable and is objectionable to the occupants of the adjacent spaces, buildings, or premises, coordinate with Owner and make arrangements to perform such work at the most appropriate time periods of the day.

B. Existing conditions:

1. Examine project site and building(s) and compare it with the drawings and specifications. Thoroughly investigate and verify conditions under which the work is to be performed. No allowance will be made for extra work resulting from negligence or failure to be acquainted

with all available information concerning conditions necessary to estimate the difficulty or cost of the work.

2. Conduct work so as not to interfere unnecessarily with adjacent buildings, roads, streets, drives, and walks.
    a. Do not close or obstruct streets, alleys, walks, or passageways without permission from authorities having jurisdiction and coordinating same with immediate neighbors whose business operation may be affected.
    b. Safety measures shall be taken to insure an uninterrupted flow of traffic around the site as required by local Police and Fire Departments
3. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted.
4. Maintain existing utilities indicated to remain in service and protect against damage during selective demolition work.
    a. Maintain fire-protection facilities in service during the work.
5. Demolition waste becomes the property of the Contractor.
6. Storage or sale of removed items on-site is not permitted.
7. Hazardous materials are present in buildings and structures to be selectively demolished. The Owner has prepared a report for the Contractor to review and use.
    a. Hazardous material remediation is specified in Specification Section – HAZARDOUS MATERIAL PROCEDURES.

1.9 WARRANTY

A. Existing Warranties:
    1. Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties. Notify warranter before proceeding. Existing warranties include the following:
        a. Roofing system
    2. Notify warranter on completion of selective demolition, and obtain documentation verifying that existing system has been inspected and warranty remains in effect.

PART 2 - PRODUCTS

2.1 SELECTIVE DEMOLITION AND REMOVAL

A. Furnish all materials, tools, equipment, facilities, and services as required for performing the selective demolition and removal work.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verification of conditions:
    1. Report unacceptable conditions to the Architect. Do not begin work until unacceptable conditions have been corrected.
    2. Execution of work under this specification section shall constitute acceptance of existing conditions.
    3. Obtain all necessary permits and authorizations by regulatory agencies required to perform the Work under this Section.
    4. Verify that utilities have been disconnected and capped before starting selective demolition operations.

5. Verify that rooftop utilities and service piping have been shut-off prior to roof selective demolition.
6. Record existing conditions by use of Pre-demolition Photographs.
   a. Inventory and record the condition of items to be salvaged and/or re-installed.

3.2 PREPARATION

A. Coordination:
   1. Before proceeding, verify plans match existing conditions.
   2. Review documents of existing construction provided by Owner against existing conditions.
   3. If conflicts are encountered, report it to the Architect. Then prepare recommendation(s) for correction and submit to Architect for review.
   4. Coordinate work under this specification section with work specified under other sections.
   5. Coordinate any utility and HVAC unit shut-down with owner 48 hours in advance of the anticipated shut-down.
      a. Do not interrupt utilities and HVAC units serving occupied or used facilities, except when authorized in writing by the Owner.
      b. Provide temporary service during interruptions to existing facilities, as may be required by the Owner to maintain essential services.
   6. Prior to site selective demolition, review status of trees and shrubs with Architect and Owner. The Owner may wish to relocate trees or shrubs outside the limits of construction.
   7. Prior to roofing selective demolition, coordinate with Owner to shut down air intake equipment and service piping in the vicinity of work.

B. Protection:
   1. Structure and Property:
      a. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings, landscape, and facilities to remain.
      b. All damage inflicted on public and private property and the property of the Owner shall be repaired or restored to the original condition prior to the start of this Work. All repair or replacement work shall be done at no additional cost to the owner.
      c. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building and site.
      d. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and other weather damage to building envelope, structure, and interior areas.
      e. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
      f. Protect and maintain utility services and mechanical/electrical systems to remain.
      g. Cover and protect furniture, furnishings, and equipment that have not been removed.
      h. Cover all air supply and return ducts to remain before proceeding with demolition work.
      i. Cover air intake louvers before proceeding with work that will affect indoor air quality.
      j. During roof selective demolition have sufficient and suitable materials on-site to facilitate rapid installation of temporary protection in the event of unexpected rain.
   2. Temporary Shoring:
      a. Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.
         1) Strengthen or add new supports when required during progress of selective demolition.

3.3 APPLICATION

A. General:
   1. Selective demolition shall include the removal of all components of the existing building and/or site described in the documents to be removed. Unless otherwise specified, the

component identified for removal shall include all materials, accessories and fabrications associated with that component.

2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.
   a. Temporarily cover opening to remain.

b. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces.

3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. When removing structural framing members, lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
5. Locate selective demolition equipment and demolished debris so as not to impose excessive loads on supporting walls, floors, or framing.
6. Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems.
7. Demolished items and materials that are recyclable or slated for disposal shall be promptly dealt with per Specification Section - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL.
8. Removed and Salvaged items:
   a. Clean salvaged items.
   b. Pack or crate items after cleaning. Identify contents of containers.
   c. Store items in a secure area until delivery to Owner.
   d. Transport item to area as designated by Owner.
   e. Protect items from damage during transport and storage.
   f. In addition to items indicated elsewhere, salvaged items that the Owner wants to retain in usable condition are as follows:
      1) All door hardware
      2) All unit heater and controls
      3) All energy management controls
      4) All security system devices
9. Removed and Reinstalled items:
   a. Clean and repair items to functional condition adequate for intended reuse.
   b. Pack or crate items after cleaning and repairing. Identify contents of containers.
   c. Protect items from damage during transport and storage.
   d. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.
10. Existing Items to Remain:
    a. Protect construction indicated to remain against damage and soiling during selective demolition.

B. Site Selective Demolition:
1. Utility lines to be abandoned within the construction area shall be removed and stubbed off outside the limits of construction.
2. Maintain existing storm drainage system to remain in functioning condition. Prevent debris from entering or blocking drains and piping. Use drain plugs specifically for this purpose. Remove drain plugs at the end of each work day.
3. Refer to drawings for trees and shrubs to be removed. Protect certain trees as indicated.
   a. Remove tops, trunks, and roots of trees and shrubs to a minimum depth of 3 feet or to a depth required to remove all roots 1/4 inch diameter and larger.
   b. Chip removed trees, shrubs, and roots.
      1) Removed chipped material to recycling station.
      2) Recycle chipped material into mulch for this project. Refer to Specification Section - LANDSCAPE PLANTING for treatment.
4. Remove debris, concrete, asphalt, and any other obstruction to the extent indicated.
5. Remove all:

a. Buried objects which will interfere with the Work.
b. Irrigation lines, irrigation risers, and irrigation valves.
c. Stand pipes.
d. Water wells and pumps.

e. Electrical service and power poles.

6. At building pads, site improvements, or trenching, strip topsoil which contains:
   a. Grass, weeds, and natural vegetation to a minimum depth of **12** inches.
   b. Stumps and roots 1/4 inch and larger.
7. Remove non-soil materials from topsoil, including clay lumps, gravel, trash, debris, weeds, roots, other waste materials, and objects more than 1/2 inch in diameter.
8. Stockpile reusable topsoil away from excavation and where work is to proceed.
   a. Do not stockpile topsoil within drip line of remaining trees.
9. Non-soil materials removed from topsoil shall be separated into like materials and recycled either within the project or removed from the project site to a recycling station.
   a. Those waste materials that are non-recyclable shall be legally disposed off of the project site.

C. Roofing Selective Demolition:
   1. Maintain roof drains in functioning condition to ensure roof drainage at end of each work day. Prevent debris from entering or blocking roof drains and conductors. Use roof drain plugs specifically for this purpose. Remove roof drain plugs at end of each work day, when no work is taking place, or when rain is forecast.
   2. Remove existing roofing membrane and other roofing system membrane components down to the deck including flashings, copings, and roof accessories.

3.4 CLEANING

A. Clean in accordance with Specification Section - PROJECT CLOSEOUT:
   1. Clean any soiled surfaces to remain immediately.
   2. Existing substrates shall be clean and ready for the installation of any additional materials.
   3. Leave site areas level and free of any ruts or debris. Appearance of earth surface shall be equal to or better than adjacent undisturbed surfaces.

END OF SECTION

ADA

FACS
Forensic Analytical Consulting Services

August 14, 2025

Hazardous Building Materials Survey Report

Sierra Elementary School / Professional Development Center
1730 East Brookdale Drive
Merced, CA 95340

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FACS Project #PJ87706

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Appendix A: Asbestos Functional Space Notes, Sample Chain-of-Custody and Laboratory Results Report

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Appendix C: Site Photos and Sample Location Drawing

Appendix D: Certifications of Personnel and Laboratories

List of Acronyms

AAS	Atomic Absorption Spectroscopy
ACBM	Asbestos-Containing Building Material
ACCM	Asbestos-Containing Construction Material
ACM	Asbestos-Containing Material
AHERA	Asbestos Hazard Emergency Response Act
AIHA	American Industrial Hygiene Association
CAC	California - Certified Asbestos Consultant
Cal/OSHA	California Occupational Safety and Health Association
CCR	Code of California Regulations
CFR	Code of Federal Regulation
CSST	California – Certified Site Surveillance Technician
DOSH	Department of Occupational Safety and Health
ELAP	Environmental Laboratory Accreditation Program
EPA	Environmental Protection Agency (EPA)
FACS	Forensic Analytical Consulting Services, Inc.
ICP	Inductively Coupled Plasma
LCP	Lead-Containing Paint
LBP	Lead-Based Paint
ND	None Detected
NESHAP	National Emissions Standard Hazardous Air Pollutants
NIOSH	National Institute for Occupational Safety and Health
NIST	National Institute of Science and Technology
NVLAP	National Voluntary Laboratory Accreditation Program
PCM	Phase Contrast Microscopy
PLM	Polarized Light Microscopy
SGS	SGS - Forensic Laboratories
TEM	Transmission Electron Microscopy
TTLC	Total Threshold Limit Concentration
XRF	X-Ray Fluorescence Spectrum Analyzer
<	Less Than Reporting Limit

Executive Summary

Forensic Analytical Consulting Services, Inc. (FACS) was retained by Merced City School District to perform an asbestos and lead paint survey at Sierra Elementary School / Professional Development Center, located at 1730 East Brookdale Drive in Merced, California. The survey included any suspect asbestos-containing materials (ACM) and suspect paints and coatings which may be disturbed during the planned renovation project. A summary list of suspect asbestos-containing materials which were identified and sampled is included in Appendix A of this report. A table reporting suspect lead-containing paints or coatings which were identified and sampled is included in Appendix B of this report. The survey was performed on July 30, 2025.

Asbestos

The following suspect material was sampled during this survey and identified to **contain** asbestos by laboratory analysis:

- **12” VFT & Mastic – Beige Streaks – Trace Chrysotile in Mastic (must handle as more than 1%)**

The following suspect materials were sampled during this survey and identified to **not contain** asbestos by laboratory analysis:

- **Carpet & Mastic – Blue/Purple Multi**
- **4” Baseboard & Mastic – Grey**
- **Tackboard over Drywall**
- **12” ACT – Pinhole Fissure**
- **Drywall – Orange Peel Texture**
- **2” Ceramic Tile & Grout – Brown**
- **4” Ceramic Tile & Grout – White/Grey**
- **12” VFT & Mastic – White/Grey Oatmeal**
- **4” Baseboard & Mastic – Blue**
- **2x4 FCP – Pinhole Fissure**
- **4” Baseboard & Mastic – Brown**
- **Concrete**

Please see Appendix A for a complete listing of materials sampled at the work areas and results from this survey. Any suspect materials not included must be assumed to be asbestos-containing materials until tested and proven not to contain asbestos.

Lead

The following paints/coatings did not contain detectable concentrations of lead above the laboratory’s reporting limit:

- **White Paint on Wood Doors**
- **White Paint on Drywall Walls**
- **Blue Paint on Drywall Walls**
- **Ceramic Tiles – Brown**

All other paints contained detectable concentrations of lead by XRF analysis.

Please see Appendix B for a complete listing of paints / coatings samples at the work areas and results from this survey. Any paints not included in the survey, or paints with results of 0.00 mg/cm² by XRF analysis without confirming representative laboratory result, must be handled as lead-containing unless sampled and proven otherwise.

FACS recommends that the results of this report be incorporated into any renovation plans provided for this project for informational purposes.

Introduction

Forensic Analytical Consulting Services, Inc. (FACS) was retained by Merced City School District to perform an asbestos and lead paint survey at Sierra Elementary School / Professional Development Center, located at 1730 East Brookdale Drive in Merced, California. The survey included any suspect asbestos-containing materials (ACM) and suspect paints and coatings which may be disturbed during the planned renovation project. The survey was performed on July 30, 2025.

Scope of Work

The purpose of this survey was to identify asbestos-containing materials (ACMs) and lead-containing paints and coatings which may be disturbed during the upcoming project. The visual inspection, bulk sampling, and survey documentation were performed by Trevor Leitz. Mr. Leitz is a Division of Occupational Safety and Health (DOSH) Certified Site Surveillance Technician (CSST #19-6682) and a California Department of Public Health (CDPH) Certified Lead Sampling Technician (LRC-00003432). All work was completed under the supervision and direction of Chris Chipponeri, who is a DOSH Certified Asbestos Consultant (CAC #10-4633) and CDPH Certified Lead Inspector/Assessor (LRC-00000782), as required under California regulations. The scope of the survey and the services provided by FACS included:

- Performing a visual inspection of the project area to identify accessible suspect asbestos-containing materials (ACMs) and lead-containing paints and coatings that will be disturbed during the planned project;
- Collection of bulk material samples for asbestos laboratory analysis by polarized light microscopy (PLM);
- Performance of a lead paint survey using a SciAps x-ray fluorescence (XRF) spectrum analyzer;
- Collection of bulk paint chip samples for lead laboratory analysis using atomic absorption spectrometry (AAS);
- Ensuring the technical quality of all work by using Asbestos Hazard Emergency Response Act (AHERA) accredited Building Inspectors;
- Ensuring the technical quality of all work by using California Department of Public Health (CDPH) Certified Lead Sampling Technicians and Inspector/Assessors; and
- Consolidating data and findings into a report format.

Site Characterization

The Sierra Elementary School is a relatively modern structure constructed using standard commercial building materials. The interior finishes throughout the building include vinyl floor tile and carpet floorings, vinyl baseboards, drywall walls and ceiling finishes and associated construction mastics for the applicable materials. These materials are typical for facilities of this type and age and were observed in good condition at the time of inspection, unless otherwise noted in this report.

Survey Methods

Document Review

No previous documentation was reviewed prior to the inspection. The extent of the planned renovation project was provided by Merced City School District.

Visual Inspection

Accessible building materials were visually inspected using the methods presented in the Federal AHERA regulations (40 CFR, Part 763). AHERA inspection methodology is required to be used for inspections of K-12 schools and is generally accepted as the industry standard for all ACM inspections regardless of structure or facility type. Suspect ACMs were also physically assessed for friability, condition and possible disturbance factors.

All areas were accessible during this inspection.

Asbestos Inspection

Bulk Sample Collection

Bulk samples of identified homogeneous materials were collected in building areas that may be impacted by the planned renovation/demolition activities. Samples were collected of each separate homogeneous area. A homogeneous area is defined as a surfacing material, thermal system insulation, or miscellaneous material that is uniform in use, color and texture. Examples of homogeneous areas could include:

Vinyl floor tiles
False ceiling panels
Drywall with joint compound
Vinyl sheet flooring

The specific number of samples collected was determined by using the methods required by the Federal AHERA regulations (40 CFR, Part 763.86) as noted below:

1) For Surfacing Material:
   1,000 ft^2 or less - collect 3 samples
   1,001 to 5,000 ft^2 - collect 5 samples
   5,001 ft^2 or greater - collect 7 samples

2) For Thermal System Insulation:
   “In a randomly distributed manner” - collect 3 samples
   6 linear feet of patching or less - collect 1 sample
   cementitious pipe fittings - “In a manner sufficient to determine”

3) For all Miscellaneous Material:
   Collect samples "In a manner sufficient to determine whether material is ACM (asbestos-containing material) or not ACM..."

The suspect ACMs were sampled using a knife, chisel, scraper, drill or other similar coring device suitable to the type of material sampled to cut through its entire thickness and to ensure that a cross-section of the material was obtained. The material was then placed in an appropriately labeled container

that was sealed and submitted to SGS-Forensic Laboratories for analysis. A unique sample number (e.g. PJ87706-01A) was assigned to each sample.

Bulk samples will be retained by the laboratory for one month unless otherwise instructed. After this period, the samples will be disposed of appropriately.

Bulk Sample Analysis

A total of thirty-one (31) bulk samples were collected from a total of thirteen (13) suspect materials. Bulk samples were analyzed by SGS-Forensic Laboratories (SGS) in Hayward, California. SGS is accredited by the California Department of Public Health (CDPH) Environmental Laboratory Accreditation Program (ELAP) and the National Institute of Science and Technology's (NIST) National Voluntary Laboratory Accreditation Program (NVLAP). SGS participates in the National Institute for Occupational Safety and Health (NIOSH) Proficiency Analytical Testing Program and has substantial experience in the analysis of asbestos.

All samples were analyzed using Polarized Light Microscopy with Dispersion Staining (PLM/DS) techniques in accordance with the methodology approved by the U.S. Environmental Protection Agency (EPA). The percentage of asbestos present in the samples was determined on the basis of a visual area estimation. The EPA defines asbestos-containing materials (ACM) as any material containing more than one percent (1%) asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy (PLM). 40 CFR Part 763 identifies the lower limit of reliable quantification for asbestos using the PLM method as approximately one percent (1%) by volume. Regulations in California (CAL/OSHA Title 8 CCR 1529) define asbestos-containing construction materials (ACCM) as those materials having asbestos content of greater than one tenth of one percent (> 0.1%); therefore, for the purpose of this survey, any amount of asbestos detected will be considered positive. In addition to the percentages, the types of asbestos minerals are also reported. The PLM method is the standard method used to analyze asbestos bulk samples.

When "None Detected" (ND) appears in the laboratory results, it should be interpreted as meaning asbestos was not observed in the sample material.

Lead Inspection

The client-defined lead inspection was conducted in accordance with the CDPH Lead-Related Construction Program and modeled upon the sampling protocol described in “Chapter 7: Lead Based Paint Inspection” of the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (1997 Revision).

Cal/OSHA, in Title 8 California Code of Regulations (CCR) Section 1532.1, Lead in Construction Standard which implements California Labor Code 8716-6717, regulates all construction work where an employee may be occupationally exposed to lead. Paint or materials with any detectable level of lead is considered lead-containing by Cal/OSHA.

XRF Testing Methodology

Surfaces and components were surveyed for lead content utilizing a portable X-ray fluorescence (XRF) analyzer, SciAps X-550Pb, serial number 01149. The XRF analyzer contains a battery-powered x-ray cathode source which bombards tested surfaces with X-rays and gamma rays. This external energy source excites any lead atoms within the tested paint or coating, causing their atoms to emit X-ray photons with a characteristic energy profile. The instrument analyzes the emitted energy to identify and quantify the amount of lead in the tested paint or coating, with lead content reported in milligrams per square centimeter.

Testing combinations of homogeneous components in one area are representative of similar components found in other areas with similar construction and painting histories. During this survey, the inspector visually identified the painted or coated component to test, an XRF reading was collected, and the reading was documented in the XRF data table contained in Appendix B. For each test reading, the data table identifies the room equivalent/space designation, the tested component name, the substrate material, the sample location, paint/coating color, condition assessment, and the XRF result expressed as lead content by weight in milligrams per square centimeter (mg/cm^2).

Bulk Sampling Methodology

During this inspection, FACS personnel collected four (4) bulk paint chip samples for laboratory confirmation of lead-content. Each sample was scraped from the substrate it had been applied to using a knife or chisel to obtain sufficient material for analysis. Each sample was given a unique marker number, identified on a chain-of-custody, packaged, and sent via FedEx to SGS in Hayward, California for analysis. SGS is accredited by the American Industrial Hygiene Association's Environmental Lead Laboratory Accreditation Program for the analysis of lead in bulk paint chips by flame atomic absorption.

Regulations

Background

Asbestos is the name of a class of magnesium-silicate minerals that occur in fibrous form. Minerals that are included in this group are chrysotile, crocidolite, amosite, anthophyllite asbestos, tremolite asbestos, and actinolite asbestos. Although the chrysotile minerals are the most common type of asbestos found in the construction industry, all types of asbestos are regulated in the same manner. Asbestos has been used in more than 3,000 different building materials. Asbestos was added to building materials to: increase fire-resistance, insulate against heat, cold and sound, resist corrosion, and increase tensile strength. Common building materials that may contain asbestos include but are not limited to the following: floor tile, resilient sheet flooring, ceiling tile, mastics, roofing materials, fireproofing, acoustical treatments, wallboard, pipe and boiler insulations. Adverse health effects have been associated with the inhalation of airborne asbestos. However, asbestos fibers that are tightly bound in the building material, may not represent an exposure hazard, unless disturbed in such a way that releases airborne fibers (i.e., cutting, drilling, sanding, and other abrasive methods).

Building Surveys

The following is a summary of some current Federal and California State regulations which contain requirements related to the performance of building surveys for asbestos. These summaries are not intended to be all inclusive and do not contain every aspect of the regulations discussed.

U.S. EPA National Emission Standard for Hazardous Air Pollutants (NESHAPs), 40 CFR Part 61

Under the NESHAPs regulation, no visible emissions are allowed during building demolition or renovation activities which involve regulated asbestos-containing materials. For this reason, all buildings must be surveyed for asbestos-containing materials prior to demolition or renovation. The EPA, CARB, and/or the local Air Quality Management District which implements EPA actions, must be notified prior to any building demolition even if no asbestos-containing materials are present. Regulated asbestos-containing material (RACM) is defined as a) any friable material with an asbestos content of greater than one percent, or b) any non-friable material with asbestos content of greater than one percent that will, or could, become friable.

Asbestos Hazard Emergency Response Act (AHERA), 40 CFR Part 763, Subpart E

AHERA requires performance of asbestos surveys and the development of Asbestos Management Plans for all primary and secondary schools in the United States. Although this regulation applies to primary and secondary schools only, the procedures mandated under AHERA are considered the industry standard and are applied to all surveys performed by FACS unless otherwise specified by the building owner.

Worker Protection

California Assembly Bill AB3713, Health and Safety Code Division 20, Chapter 10.4, Section 25915-25924

The state of California has enacted legislation that requires building owners, employers, lessees, etc. to notify tenants, employees and contractors of the presence of asbestos in both friable and non-friable forms. In addition, preventive maintenance activities must be developed and communicated to these parties. Notification is required 15 days after the identification of ACM in the building, and annually thereafter.

Occupational Safety and Health Administration (OSHA) 29 CFR 1926.1101 and 8 CCR 1529

The Federal and State Occupational Safety and Health Administrations (OSHA) require employers to implement specific work practices which protect workers from airborne asbestos exposure.

Building materials which contain even low levels of asbestos (<1%) can potentially generate significant concentrations of airborne asbestos fibers when disturbed. Therefore, control measures should be instituted which adequately address worker health and safety during planned renovation or demolition activities involving these materials. Cal/OSHA defines asbestos-containing construction materials as those materials having greater than one tenth of one percent asbestos (>0.1%). As stated previously, there is currently no viable method to accurately quantify asbestos at this level.

Hazardous Waste

Building materials reported to contain less than one percent (<1%) of asbestos are not considered hazardous by the U.S. EPA, and hence, may not require removal and disposal prior to demolition or renovation. Regulations may vary, however, between regional air quality management districts and/or other state agencies responsible for implementing EPA's rules. Therefore, local agencies should be contacted for specific ACM definitions and handling requirements. Cal/OSHA may also require special packaging and labeling on containers with asbestos-containing construction materials.

Composite sampling, which may potentially reduce the total asbestos content of the material, is only permitted when sampling joint compound, tape, and gypsum wallboard according to EPA's Asbestos NESHAP Clarification Regarding Analysis of Multi-Layered Systems (40 CFR Part 61 FRL-4821-7).

Lead

Cal/OSHA Lead (8 CCR 1532.1) & CDPH (Title 17)

If paints or coatings containing any detectable concentration of lead will be impacted, a project should be considered regulated by Cal/OSHA as lead-related construction (8 CCR 1532.1).

A contractor who has employees that may be occupationally exposed to lead during a project must perform an initial determination regarding worker exposures to lead, which may be based on personal air

monitoring at the start of the project or prior employee monitoring from the past 12 months under workplace conditions closely resembling the current project, that demonstrates exposures will not exceed the Cal/OSHA action level (2 micrograms per cubic meter of air). It is the contractor's responsibility to conduct their initial determination and comply with any relevant Cal/OSHA requirements.

Workers disturbing existing paints or coatings during a project must have lead awareness or action level training, depending on the initial exposure determination. Workers that will disturb paints with detectable concentrations of lead must use lead-safe work practices regardless of results of any exposure monitoring data. Disturbance of lead-containing paints or coatings must be performed within a contained area to prevent the spread and build-up of lead dust in order to comply with CDPH requirements. HEPA vacuums, dustless tools or shrouds, and/or intact removal of components should be employed to minimize lead dust generation and properly cleanup work areas following disturbance to lead-containing materials during a project. Waste generated during disturbance to lead-containing materials must be profiled in a hazardous waste determination to ascertain proper disposal requirements.

If the initial determination or initial exposure monitoring shows that workers impacting lead can be expected to be, or are shown to be, exposed to lead above 50 micrograms per cubic meter of air, workers and supervisors must have the requisite training and CDPH lead worker or supervisor certification.

The Cal/OSHA regulation was recently revised and additional requirements must be met by employers with employees that disturb lead paint. Any contractor / employer that may require workers to disturb lead-containing paints found with the project area should ensure that they are familiar and in compliance with the new revisions to the regulation.

Findings and Recommendations

Forensic Analytical Consulting Services, Inc. (FACS) was retained by Merced City School District to perform an asbestos and lead paint survey at Sierra Elementary School / Professional Development Center, located at 1730 East Brookdale Drive in Merced, California.

Asbestos

The following suspect materials were sampled during this survey and identified to **contain** asbestos by laboratory analysis:

- **12" VFT & Mastic – Beige Streaks – Trace Chrysotile in Mastic (must handle as more than 1%)**

The following suspect materials were sampled during this survey and identified to **not contain** asbestos by laboratory analysis:

- **Carpet & Mastic – Blue/Purple Multi**
- **4" Baseboard & Mastic – Grey**
- **Tackboard over Drywall**
- **12" ACT – Pinhole Fissure**
- **Drywall – Orange Peel Texture**
- **2" Ceramic Tile & Grout – Brown**
- **4" Ceramic Tile & Grout – White/Grey**
- **12" VFT & Mastic – White/Grey Oatmeal**
- **4" Baseboard & Mastic – Blue**
- **2x4 FCP – Pinhole Fissure**
- **4" Baseboard & Mastic – Brown**
- **Concrete**

Please see Appendix A for a complete listing of materials sampled at the work areas and results from this survey. Any suspect materials not included must be assumed to be asbestos-containing materials until tested and proven not to contain asbestos.

The presence of asbestos-containing building materials at K-12 school sites require additional steps to be taken as part of any renovation activities. This includes for response actions, which includes removal of asbestos-containing building materials, the project be designed by an AHERA Project Designer to ensure all requirements are met by the selected abatement contractor to protect site staff and students. At the conclusion of abatement, clearance air monitoring must be performed prior to removal of abatement containment barriers and occupancy by any parties of the site or as part of a larger construction project. If the ACBMs will remain in place and not disturbed as part of the project, the presence of these materials should be noted in the site's AHERA Management Plan and noted to the site staff members, parents and any contractors working onsite moving forward.

Removal of more than 100 square feet of asbestos-containing materials must be completed by a contractor registered with DOSH as an asbestos abatement contractor. The contractor must also hold the C-22 asbestos abatement license from the CSLB to perform abatement of more than 100 square feet of asbestos-containing materials.

Workers abating asbestos-containing materials must have AHERA Worker training and one worker shall be trained to the AHERA Contractor-Supervisor level. Workers will need to use containment, work practices, and engineering controls as required by Cal/OSHA for the various classes of work that may be required to be performed. The contractor performing abatement must also file a "report of use" temporary worksite notification to the local Cal/OSHA office at least 24 hours prior to mobilizing to the site.

The US EPA NESHAP regulation requires the abatement of asbestos-containing materials that are friable or likely to become friable by forces impacting them as part of any renovation activities. If more than 160 square feet of RACM will be generated by the project, a 10-working day notification must be filed with the San Joaquin Valley Air Pollution Control District prior to work commencing onsite. Those materials that are friable, or non-friable materials made friable during removal, would need to be disposed of as hazardous (regulated) asbestos-containing material. Non-friable materials that are not made friable may be disposed of as non-hazardous asbestos-containing waste material at a landfill that will accept the waste.

See the Regulations section above for additional information regarding asbestos compliance.

Lead

The following paints/coatings did not contain detectable concentrations of lead above the laboratory's reporting limit:

- **White Paint on Wood Doors**
- **White Paint on Drywall Walls**
- **Blue Paint on Drywall Walls**
- **Ceramic Tiles – Brown**

All other paints contained detectable concentrations of lead by XRF analysis.

Please see Appendix B for a complete listing of paints / coatings samples at the work areas and results from this survey. Any paints not included in the survey, or paints with results of 0.00 mg/cm² by XRF analysis without confirming representative laboratory result, must be handled as lead-containing unless sampled and proven otherwise.

Workers that impact paints containing any detectable amount of lead must use lead-safe practices and have valid training for the method of impact to comply with Cal/OSHA, 8 CCR 1532.1. To comply with CDPH requirements, any disturbance to paints or coatings that contain lead must be completed within a contained area to prevent the creation of a lead hazard. To comply with California Department of Toxic Substance Control and Title 22 requirements, any waste streams containing lead must be profiled prior to disposal.

See the Regulations section above for additional information regarding lead compliance.

FACS recommends that the results of this report be incorporated into any renovation plans provided for this project for informational purposes.

Limitations

This investigation is limited to the conditions and practices observed, and information made available to FACS. The methods, conclusions and recommendations provided are based on FACS' judgment, expertise, and the standard of practice for professional service. They are subject to the limitations and variability inherent in the methodology employed. As with all environmental investigations, this investigation is limited to the defined scope and does not purport to set forth all hazards, nor indicate that other hazards do not exist.

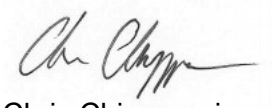
Please do not hesitate to contact our office at (209) 551-2000 with any questions or concerns. Thank you for the opportunity to assist Merced City School District with promoting worker safety and a healthy environment.

Respectfully,
FORENSIC ANALYTICAL



Trevor Leitz
Environmental Health Specialist, Modesto
Cal/OSHA CSST #19-6682
CDPH LRC-00003432

Reviewed by:
FORENSIC ANALYTICAL



Chris Chipponeri
Director, Central Valley Offices
Cal/OSHA CAC #10-4633
CDPH LRC-00000782

Appendix A

Functional Space Notes, Sample Chain-of-Custody and Laboratory Results Report

Functional Space Notes

Forensic Analytical Consulting Services, Inc.

Client: Merced City School District

Site: Sierra Elementary School / Pro Dev Center

FACS Project Number: PJ87706

Date of Inspection: July 30, 2025

Table of Contents

Building A - Professional Development 1

Functional Space Notes

Forensic Analytical Consulting Services, Inc.

Client: Merced City School District

Site: Sierra Elementary School / Pro Dev Center

HMS Project Number: PJ87706

Date of Inspection: July 30, 2025

Materials		Material Class	Percent Asbestos	Hmgns Matrl #	Sampled Here?	Footage Sq/Ln/Jnts	Friable? Yes/No
Building: Building A - Professional Development Center		**Room:**	**01 - Multipurpose Area - 39 x 30 x 9**				
Floor:	Carpet & Mastic - Blue/Purple Multi	MISC	None Detected	1	1A	1053 sq	
Baseboard:	4" Baseboard & Mastic - Grey	MISC	None Detected	2	2A	138 ln	
Walls:	Drywall - Orange Peel Texture	MISC	None Detected	6	6A	373 sq	
Walls:	Tackboard over Drywall	MISC	None Detected	3	3A	869 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4	4A	1170 sq	
Building: Building A - Professional Development Center		**Room:**	**02 - Men's Restroom - 14 x 13 x 8**				
Floor:	2" Ceramic Tile & Grout - Brown	MISC	None Detected	7		182 sq	
Walls:	4" Ceramic Tile & Grout - White/Grey	MISC	None Detected	8	8A	432 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4		182 sq	
Building: Building A - Professional Development Center		**Room:**	**03 - Women's Restroom - 14 x 13 x 8**				
Floor:	2" Ceramic Tile & Grout - Brown	MISC	None Detected	7	7A	182 sq	
Walls:	4" Ceramic Tile & Grout - White/Grey	MISC	None Detected	8	8B	432 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4		182 sq	
Building: Building A - Professional Development Center		**Room:**	**04 - Room 1 - 30 x 27 x 9**				
Floor:	12" VFT & Mastic - White/Grey Oatmeal	MISC	1 % Ch	9	9A	810 sq	No
	Comment: Materials not point counted must be handled as 1%						
Baseboard:	4" Baseboard & Mastic - Blue	MISC	None Detected	10	10A	114 ln	
Walls:	Tackboard over Drywall	MISC	None Detected	3	3B	1026 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4	4B	810 sq	
Building: Building A - Professional Development Center		**Room:**	**05 - Room 2 - 30 x 27 x 9**				
Floor:	12" VFT & Mastic - White/Grey Oatmeal	MISC	1 % Ch	9		810 sq	No
	Comment: Materials not point counted must be handled as 1%						
Baseboard:	4" Baseboard & Mastic - Blue	MISC	None Detected	10		114 ln	
Walls:	Tackboard over Drywall	MISC	None Detected	3		1026 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4		810 sq	

FACS
Forensic Analytical Consulting Services

Functional Space Notes

Forensic Analytical Consulting Services, Inc.

Client: Merced City School District
Site: Sierra Elementary School / Pro Dev Center
HMS Project Number: PJ87706
Date of Inspection: July 30, 2025

Materials		Material Class	Percent Asbestos	Hmgns Matrl #	Sampled Here?	Footage Sq/Ln/Jnts	Friable? Yes/No
Building: Building A - Professional Development Center		**Room:**	**06 - Room 3 - 30 x 27 x 9**				
Floor:	12" VFT & Mastic - White/Grey Oatmeal	MISC	1 % Ch	9		810 sq	No
	Comment: Materials not point counted must be handled as 1%						
Baseboard:	4" Baseboard & Mastic - Blue	MISC	None Detected	10		114 ln	
Walls:	Tackboard over Drywall	MISC	None Detected	3	3C	1026 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4		810 sq	
Building: Building A - Professional Development Center		**Room:**	**07 - Staff Room - 19 x 14 x 8**				
Floor:	12" VFT & Mastic - White/Grey Oatmeal	MISC	1 % Ch	9	9B	266 sq	No
	Comment: Materials not point counted must be handled as 1%						
Baseboard:	4" Baseboard & Mastic - Blue	MISC	None Detected	10	10B	66 ln	
Walls:	Drywall - Orange Peel Texture	MISC	None Detected	6	6C	528 sq	
Ceiling:	2x4 FCP - Pinhole Fissure	MISC	None Detected	11	11A, 11B, 11C	266 sq	
Building: Building A - Professional Development Center		**Room:**	**08 - Staff Restroom - 5 x 5 x 8**				
Floor:	2" Ceramic Tile & Grout - Brown	MISC	None Detected	7	7B	25 sq	
Baseboard:	4" Ceramic Tile & Grout - White/Grey	MISC	None Detected	8		20 ln	
Walls:	Drywall - Orange Peel Texture	MISC	None Detected	6	6B	160 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4		25 sq	
Building: Building A - Professional Development Center		**Room:**	**09 - Center Office - 19 x 14 x 9**				
Floor:	12" VFT & Mastic - Beige Streaks	MISC	None Detected	12	12A	266 sq	
Baseboard:	4" Baseboard & Mastic - Brown	MISC	None Detected	13	13A	66 ln	
Walls:	Drywall - Orange Peel Texture	MISC	None Detected	6		594 sq	
Walls:	Tackboard over Drywall	MISC	None Detected	3		59 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4		266 sq	
Building: Building A - Professional Development Center		**Room:**	**10 - North Office - 19 x 13 x 9**				
Floor:	Carpet & Mastic - Blue/Purple Multi	MISC	None Detected	1	1B	247 sq	
Baseboard:	4" Baseboard & Mastic - Grey	MISC	None Detected	2	2B	64 ln	
Walls:	Drywall - Orange Peel Texture	MISC	None Detected	6	6D	576 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4		247 sq	

Functional Space Notes

Forensic Analytical Consulting Services, Inc.

Client: Merced City School District

Site: Sierra Elementary School / Pro Dev Center

HMS Project Number: PJ87706

Date of Inspection: July 30, 2025

Materials		Material Class	Percent Asbestos	Hmgns Matrl #	Sampled Here?	Footage Sq/Ln/Jnts	Friable? Yes/No
Building: Building A - Professional Development Center		**Room:**	**11 - North Staff Room - 19 x 8 x 8**				
Floor:	12" VFT & Mastic - Beige Streaks	MISC	None Detected	12	12B	152 sq	
Baseboard:	4" Baseboard & Mastic - Brown	MISC	None Detected	13	13B	54 ln	
Walls:	Drywall - Orange Peel Texture	MISC	None Detected	6		432 sq	
Ceiling:	12" ACT - Pinhole Fissure	MISC	None Detected	4		152 sq	
Building: Building A - Professional Development Center		**Room:**	**12 - North Staff Restroom - 14 x 7 x 8**				
Floor:	2" Ceramic Tile & Grout - Brown	MISC	None Detected	7		98 sq	
Baseboard:	4" Baseboard & Mastic - Brown	MISC	None Detected	13		42 ln	
Walls:	Drywall - Orange Peel Texture	MISC	None Detected	6	6E	336 sq	
Ceiling:	Drywall - Orange Peel Texture	MISC	None Detected	6		98 sq	
Building: Building A - Professional Development Center		**Room:**	**13 - Custodian Office - 8 x 5 x 8**				
Floor:	Concrete	MISC	None Detected	14	14A, 14B	40 sq	
Walls:	Drywall - Orange Peel Texture	MISC	None Detected	6		208 sq	
Ceiling:	Drywall - Orange Peel Texture	MISC	None Detected	6		40 sq	

ADA

Bulk Material Analysis Request Form

Forensic Analytical Consulting Services, Inc.

Modesto
P.O. Box 576848
Modesto, CA 95356
(209) 551 - 2000
FAX: (209) 575 - 5657

Date Submitted:	07/30/25	**Analysis Requested:**	**PLM with Dispersion Staining**
Contact:	Chris Chipponeri	**Turn Around Time:**	**5 DAY**
Collected By:	Trevor Leitz	**Laboratory:**	SGS Forensic Laboratories
Date(s) Collected:	07/30/25	**Special Instructions:**	
Job ID:	Merced City School District	**Project ID / Job No:**	PJ87706
Job Site:	Sierra Elementary School / Pro Dev Center	**Bill to:**	Forensic Analytical Consulting Services, Inc.

Sample ID	Material Description / Location
PJ87706-1A	Carpet & Mastic - Blue/Purple Multi Building A - Professional Development Center, 01 - Multipurpose Area, SW Corner
PJ87706-1B	Carpet & Mastic - Blue/Purple Multi Building A - Professional Development Center, 10 - North Office, South Center
PJ87706-2A	4" Baseboard & Mastic - Grey Building A - Professional Development Center, 01 - Multipurpose Area, East Center
PJ87706-2B	4" Baseboard & Mastic - Grey Building A - Professional Development Center, 10 - North Office, SW Corner
PJ87706-3A	Tackboard over Drywall Building A - Professional Development Center, 01 - Multipurpose Area, North Center at Damage
PJ87706-3B	Tackboard over Drywall Building A - Professional Development Center, 04 - Room 1, West Center
PJ87706-3C	Tackboard over Drywall Building A - Professional Development Center, 06 - Room 3, NE Corner
PJ87706-4A	12" ACT - Pinhole Fissure Building A - Professional Development Center, 01 - Multipurpose Area, East Center
PJ87706-4B	12" ACT - Pinhole Fissure Building A - Professional Development Center, 04 - Room 1, South Center
PJ87706-6A	Drywall - Orange Peel Texture Building A - Professional Development Center, 01 - Multipurpose Area, NE Corner
PJ87706-6B	Drywall - Orange Peel Texture Building A - Professional Development Center, 08 - Staff Restroom, NW Corner
PJ87706-6C	Drywall - Orange Peel Texture Building A - Professional Development Center, 07 - Staff Room, SW Corner
PJ87706-6D	Drywall - Orange Peel Texture Building A - Professional Development Center, 10 - North Office, SE Corner
PJ87706-6E	Drywall - Orange Peel Texture Building A - Professional Development Center, 12 - North Staff Restroom, North Center
PJ87706-7A	2" Ceramic Tile & Grout - Brown Building A - Professional Development Center, 03 - Women's Restroom, East Center
PJ87706-7B	2" Ceramic Tile & Grout - Brown Building A - Professional Development Center, 08 - Staff Restroom, SE Corner
PJ87706-8A	4" Ceramic Tile & Grout - White/Grey Building A - Professional Development Center, 02 - Men's Restroom, NE Corner
PJ87706-8B	4" Ceramic Tile & Grout - White/Grey Building A - Professional Development Center, 03 - Women's Restroom, SW Corner

Submitted By: _____ **Date Submitted:** 7/30/25 **Submitted Via:** _____

Received By: Kyle Statler **Date Received:** 7/31/25 9:30am **Received Via:** FX

Date Printed: 7/30/2025

ADA

Bulk Material Analysis Request Form

Forensic Analytical Consulting Services, Inc.

Modesto
P.O. Box 576848
Modesto, CA 95356
(209) 551 - 2000
FAX: (209) 575 - 5657

Date Submitted:	07/30/25	**Analysis Requested:**	**PLM with Dispersion Staining**
Contact:	Chris Chipponeri	**Turn Around Time:**	**5 DAY**
Collected By:	Trevor Leitz	**Laboratory:**	SGS Forensic Laboratories
Date(s) Collected:	07/30/25	**Special Instructions:**	
Job ID:	Merced City School District	**Project ID / Job No:**	PJ87706
Job Site:	Sierra Elementary School / Pro Dev Center	**Bill to:**	Forensic Analytical Consulting Services, Inc.

Sample ID	Material Description / Location
PJ87706-9A	12" VFT & Mastic - White/Grey Oatmeal Building A - Professional Development Center, 04 - Room 1, East Center
PJ87706-9B	12" VFT & Mastic - White/Grey Oatmeal Building A - Professional Development Center, 07 - Staff Room, NW Corner
PJ87706-10A	4" Baseboard & Mastic - Blue Building A - Professional Development Center, 04 - Room 1, South Center
PJ87706-10B	4" Baseboard & Mastic - Blue Building A - Professional Development Center, 07 - Staff Room, SW Corner
PJ87706-11A	2x4 FCP - Pinhole Fissure Building A - Professional Development Center, 07 - Staff Room, West Center
PJ87706-11B	2x4 FCP - Pinhole Fissure Building A - Professional Development Center, 07 - Staff Room, South Center
PJ87706-11C	2x4 FCP - Pinhole Fissure Building A - Professional Development Center, 07 - Staff Room, North Center
PJ87706-12A	12" VFT & Mastic - Beige Streaks Building A - Professional Development Center, 09 - Center Office, North Center
PJ87706-12B	12" VFT & Mastic - Beige Streaks Building A - Professional Development Center, 11 - North Staff Room, South Center
PJ87706-13A	4" Baseboard & Mastic - Brown Building A - Professional Development Center, 09 - Center Office, South Center
PJ87706-13B	4" Baseboard & Mastic - Brown Building A - Professional Development Center, 11 - North Staff Room, North Center
PJ87706-14A	Concrete Building A - Professional Development Center, 13 - Custodian Office, South Center
PJ87706-14B	Concrete Building A - Professional Development Center, 13 - Custodian Office, East Center

Submitted By: _____ **Date Submitted:** 7/30/25 **Submitted Via:** _____

Received By: Kyle Stanley **Date Received:** 7/31/25 9:30am **Received Via:** FX

Date Printed: 7/30/2025

ADA SGS

Final Report

Bulk Asbestos Analysis

(EPA Method 40CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation)
NVLAP Lab Code: 101459-0

FACS - Modesto
Chris Chipponeri
313 Banner Court
Suite B
Modesto, CA 95356

Client ID: MOD08
Report Number: B374551
Date Received: 07/31/25
Date Analyzed: 08/07/25
Date Printed: 08/07/25
First Reported: 08/07/25

Job ID/Site: PJ87706; Merced City School District 1730 East Brookdale Drive Merced CA

SGSFL Job ID: MOD08
Total Samples Submitted: 31
Total Samples Analyzed: 31

Date(s) Collected: 07/30/2025

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
PJ87706-1A	12819377						
Layer: Multicolored Carpet			**ND**				
Layer: Grey Backing			**ND**				
Layer: Tan Mastic			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Synthetic (75 %)							
PJ87706-1B	12819378						
Layer: Multicolored Carpet			**ND**				
Layer: Grey Backing			**ND**				
Layer: Clear Mastic			**ND**				
Layer: Grey Non-Fibrous Material			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Synthetic (60 %)							
PJ87706-2A	12819379						
Layer: Grey Non-Fibrous Material			**ND**				
Layer: Tan Mastic			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-2B	12819380						
Layer: Grey Non-Fibrous Material			**ND**				
Layer: Beige Mastic			**ND**				
Layer: White Non-Fibrous Material			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-3A	12819381						
Layer: Tan Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (95 %)							
PJ87706-3B	12819382						
Layer: Tan Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (95 %)							

19743 Cabot Blvd., Hayward, CA 94545 | Phone: 510.887.8828 | https://www.sgs-ehsusa.com/

Report Number: B374551
Client Name: FACS - Modesto **Date Printed:** 08/07/25

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
PJ87706-3C	12819383						
Layer: White Drywall			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (20 %)							
PJ87706-4A	12819384						
Layer: Grey Fibrous Material			**ND**				
Layer: Paint			**ND**				
Layer: White Drywall			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (35 %) Fibrous Glass (15 %)							
PJ87706-4B	12819385						
Layer: Grey Fibrous Material			**ND**				
Layer: Paint			**ND**				
Layer: White Drywall			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (35 %) Fibrous Glass (15 %)							
PJ87706-6A	12819386						
Layer: White Drywall			**ND**				
Layer: White Joint Compound			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (20 %) Fibrous Glass (10 %) Comment: Bulk core complex sample.							
PJ87706-6B	12819387						
Layer: White Drywall			**ND**				
Layer: White Joint Compound			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (20 %) Fibrous Glass (10 %) Comment: Bulk core complex sample.							
PJ87706-6C	12819388						
Layer: White Drywall			**ND**				
Layer: White Joint Compound			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (20 %) Fibrous Glass (10 %) Comment: Bulk core complex sample.							
PJ87706-6D	12819389						
Layer: White Drywall			**ND**				
Layer: White Joint Compound			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (20 %) Fibrous Glass (10 %) Comment: Bulk core complex sample.							

19743 Cabot Blvd., Hayward, CA 94545 | Phone: 510.887.8828 | https://www.sgs-ehsusa.com/

Report Number: B374551
Client Name: FACS - Modesto **Date Printed:** 08/07/25

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
PJ87706-6E	12819390						
Layer: White Drywall			**ND**				
Layer: White Joint Compound			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (20 %) Fibrous Glass (10 %) Comment: Bulk core complex sample.							
PJ87706-7A	12819391						
Layer: Brown Ceramic Tile			**ND**				
Layer: Brown Grout			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-7B	12819392						
Layer: Brown Ceramic Tile			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-8A	12819393						
Layer: White Ceramic Tile			**ND**				
Layer: Brown Grout			**ND**				
Layer: Brown Non-Fibrous Material			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-8B	12819394						
Layer: White Ceramic Tile			**ND**				
Layer: Brown Grout			**ND**				
Layer: Brown Non-Fibrous Material			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-9A	12819395						
Layer: White Tile			**ND**				
Layer: Yellow Mastic			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-9B	12819396						
Layer: White Tile			**ND**				
Layer: Yellow Mastic			**ND**				
Layer: Black Mastic		Chrysotile	**Trace**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace) Comment: Black mastic insufficient for further analysis							

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Report Number: B374551
Client Name: FACS - Modesto **Date Printed:** 08/07/25

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
PJ87706-10A	12819397						
Layer: Blue Non-Fibrous Material			**ND**				
Layer: Brown Mastic			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-10B	12819398						
Layer: Blue Non-Fibrous Material			**ND**				
Layer: Beige Mastic			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-11A	12819399						
Layer: Grey Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (35 %) Fibrous Glass (45 %)							
PJ87706-11B	12819400						
Layer: Grey Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (35 %) Fibrous Glass (45 %)							
PJ87706-11C	12819401						
Layer: Grey Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (35 %) Fibrous Glass (45 %)							
PJ87706-12A	12819402						
Layer: Beige Tile			**ND**				
Layer: Black Mastic			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-12B	12819403						
Layer: Beige Tile			**ND**				
Layer: Black Mastic			**ND**				
Layer: Tan Mastic			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-13A	12819404						
Layer: Brown Non-Fibrous Material			**ND**				
Layer: Brown Mastic			**ND**				
Layer: White Non-Fibrous Material			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							

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Report Number: B374551
Client Name: FACS - Modesto **Date Printed:** 08/07/25

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
PJ87706-13B	12819405						
Layer: Brown Non-Fibrous Material			**ND**				
Layer: Brown Mastic			**ND**				
Layer: White Non-Fibrous Material			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-14A	12819406						
Layer: Grey Cementitious Material			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							
PJ87706-14B	12819407						
Layer: Grey Cementitious Material			**ND**				
Total Percentage Values of Non-Asbestos Fibrous Components: Cellulose (Trace)							

Maria E. Casper

Maria Cosper, Laboratory Supervisor, Hayward Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Inhomogeneous samples are separated into homogenous subsamples and analyzed individually. Analytical results and reports are generated by SGS at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGS to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGS. The client is solely responsible for the use and interpretation of test results and reports requested from SGS. This report must not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government. SGS is not able to assess the degree of hazard resulting from materials analyzed. SGS reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.

19743 Cabot Blvd., Hayward, CA 94545 | Phone: 510.887.8828 | https://www.sgs-ehsusa.com/

Appendix B

Lead Paint Chip Summary, Sample Chain-of-Custody, Laboratory Results Report, XRF Testing Data and CDPH 8552 Form

Lead Paint Chip Summary (Lab Report #M271065) Merced City School District – Sierra ES / Professional Development Center – HBM Survey Survey Date: July 30, 2025					
Sample Number	**Component Location**	**Component**	**Color**	**Substrate**	**Analytical Results (weight percent of lead)**
Pb01	Staff Room – NE Corner	Door	White	Wood	< 0.007
Pb02	Room 1 – North Side East End	Wall	White	Drywall	< 0.007
Pb03	Staff Room – South Side West End	Wall	Blue	Drywall	< 0.006
Pb04	Women's Restroom	Floor	Brown	Ceramic Tile	< 0.007

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Forensic Analytical
ENVIRONMENTAL HEALTH CONSULTANTS

BULK SAMPLE REQUEST FORM

Client:	**FACS Modesto**	Sampled by: **Trevor Leitz** PM: **Chris Chipponeri** Date: **7-30-25**	
Contact:	**Chris Chipponeri** Phone: **(209) 484-4648**	Special Instructions: **Please email results to Chris.C@facs.com & Trevor.L@facs.com**	
Site:	**MCSD – Sierra ES / Professional Development Center**	Turnaround Time:	1-Day ☐ / 2-Day ☐ / 3-Day ☐ / 5-Day ☒ / Other ☐ — Due Date and Time:
Client No.:	**MOD08** **FACS Job #: PJ87706**	Analysis:	☐ PLM Standard / ☐ Point Count / ☒ Flame AA (Pb) / ☐ Other:

Sample Number	Material Description	Sample Location	Friable	Cond.	Quantity
PJ87706 – Pb01	White Paint on Wood Door	Staff Room – NE Corner			
PJ87706 – Pb02	White Paint on Drywall Wall	Room 1 – North Side East End			
PJ87706 – Pb03	Blue Paint on Drywall Wall	Staff Room – South Side West End			
PJ87706 – Pb04	2" Ceramic Tile & Grout – Brown	Women's Restroom – NE Corner			

WB – Wallboard JC - Joint Compound FT - Floor Tile FTM - Floor Tile Mastic BBM - Baseboard Mastic
RSF - Resilient Sheet Flooring CT - Ceiling Tile SAAM - Spray-Applied Acoustical Material WT - Wall Texture

Friable Yes / No Good / Fair / Poor

Shipped via: ☒ Fed Ex ☐ Airborne ☐ UPS ☐ US Mail ☐ Courier ☐ Drop Off ☐ Other:

Relinquished by:	*Date & Time:* 7-30-25	*Received by:* Kyle Statley	*Date & Time:* 7/31/25 9:20a.m. Fx Condition Acceptable ☐ Yes ☐ No
Relinquished by:	*Date & Time:*	*Received by:*	*Date & Time:* Condition Acceptable ☐ Yes ☐ No

ADA SGS

Final Report

Metals Analysis of Paints

(AIHA-LAP, LLC Accreditation, Lab ID #101762)

FACS - Modesto
Chris Chipponeri
313 Banner Court
Suite B
Modesto, CA 95356

Client ID: MOD08
Report Number: M271065
Date Received: 07/31/25
Date Analyzed: 08/06/25
Date Printed: 08/07/25
First Reported: 08/07/25

Job ID / Site: PJ87706; Merced City School District 1730 East Brookdale Drive Merced CA
Date(s) Collected: 7/30/25

SGSFL Job ID: MOD08
Total Samples Submitted: 4
Total Samples Analyzed: 4

Sample Number	Lab Number	Analyte	Result	Result Units	Reporting Limit*	Method Reference
PJ87706-PB01	30958897	Pb	< 0.007	wt%	0.007	EPA 3050B/7000B
PJ87706-PB02	30958898	Pb	< 0.007	wt%	0.007	EPA 3050B/7000B
PJ87706-PB03	30958899	Pb	< 0.006	wt%	0.006	EPA 3050B/7000B
PJ87706-PB04	30958900	Pb	< 0.007	wt%	0.007	EPA 3050B/7000B

* The Reporting Limit represents the lowest amount of analyte that the laboratory can confidently detect in the sample, and is not a regulatory level. The Units for the Reporting Limit are the same as the Units for the Final Results.

Kevin Poon

Kevin Poon, Laboratory Supervisor, Hayward Laboratory

Analytical results and reports are generated by SGS at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGS to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGS. The client is solely responsible for the use and interpretation of test results and reports requested from SGS. SGS is not able to assess the degree of hazard resulting from materials analyzed. SGS reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. Any modifications that have been made to referenced test methods are documented in SGS Standard Operating Procedures Manual. Sample results have not been blank corrected. Quality control and sample receipt condition were acceptable unless otherwise noted.
Note* Sampling data used in this report was provided by the client as noted on the associated chain of custody form.

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FACS 35
Forensic Analytical Consulting Services
CELEBRATING 35 YEARS OF EXCELLENCE · 1986–2021

SURVEY FOR LEAD BASED PAINT

Site Name:	Sierra Elementary School / Professional Development Center								**Date:**	7-30-25
Address:	1730 East Brookdale Drive, Merced, CA 95340								**FACS Job #:**	PJ87706
Start Time:	0840	**Calibration:**	**1.03 =**	1.02	**1.03 =**	1.04	**1.03 =**	1.03	**Technician:**	Trevor Leitz
End Time:	0920	**Calibration:**	**1.03 =**	1.01	**1.03 =**	1.03	**1.03 =**	1.02	**Inspector/Assessor:**	Chris Chipponeri
SciAps X-550Pb		**Results in red are lead-based paint or coating.**							**Condition Codes: I = Intact, F = Fair, P = Poor**	

No.	Sample Location	Color	Substrate	Component	Condition	XRF Result (mg/cm^2)
1.	Common Area	Blue	Drywall	Wall	I	0.00
2.	Common Area Restroom	White	Wood	Door Frame	I	0.00
3.	Common Area Restroom	White	Ceramic Tile	Wall	I	0.02
4.	Common Area Restroom	White	Ceramic Tile	Floor	I	0.00
5.	Common Area	White	Drywall	Wall	I	0.00
6.	Room 1	White	Porcelain	Sink	I	0.05
7.	Room 1	White	Drywall	Wall	I	0.00
8.	Room 2	White	Drywall	Wall	I	0.00
9.	Room 2	White	Porcelain	Sink	I	0.03
10.	Room 3	White	Drywall	Wall	I	0.00
11.	Room 3	White	Porcelain	Sink	I	0.05
12.	Staff Room	Blue	Drywall	Wall	I	0.00
13.	Staff Restroom	White	Drywall	Wall	I	0.00
14.	Staff Restroom	White	Wood	Door Frame	I	0.00
15.	North Office	Blue	Drywall	Wall	I	0.00
16.	Center Office	White	Drywall	Wall	I	0.00

ADA

State of California—Health and Human Services Agency | California Department of Public Health

LEAD HAZARD EVALUATION REPORT

Section 1 — Date of Lead Hazard Evaluation July 30, 2025

Section 2 — Type of Lead Hazard Evaluation (Check one box only)

☑ Lead Inspection ☐ Risk assessment ☐ Clearance Inspection ☐ Other (specify) _____

Section 3 — Structure Where Lead Hazard Evaluation Was Conducted

Address [number, street, apartment (if applicable)]	City	County	Zip Code
1730 East Brookdale Drive	Merced	Merced	95340

Construction date (year) of structure	Type of structure	Children living in structure?
Uknown	☐ Multi-unit building ☑ School or daycare ☐ Single family dwelling ☐ Other_____	☐ Yes ☑ No ☐ Don't Know

Section 4 — Owner of Structure (if business/agency, list contact person)

Name	Telephone number
Merced City School District / Bryan Behn	209-385-6332

Address [number, street, apartment (if applicable)]	City	State	Zip Code
2105 Wardrobe Avenue	Merced	CA	95340

Section 5 — Results of Lead Hazard Evaluation (check all that apply)

☑ No lead-based paint detected ☐ Intact lead-based paint detected ☐ Deteriorated lead-based paint detected

☑ No lead hazards detected ☐ Lead-contaminated dust found ☐ Lead-contaminated soil found ☐ Other_____

Section 6 — Individual Conducting Lead Hazard Evaluation

Name	Telephone number
Chris Chipponeri	209-551-2000

Address [number, street, apartment (if applicable)]	City	State	Zip Code
313 Banner Court, Suite B	Modesto	CA	95356

CDPH certification number	Signature	Date
LRC-00000782		08/14/25

Name and CDPH certification number of any other individuals conducting sampling or testing (if applicable)

Trevor Leitz LRC-00003432

Section 7 — Attachments

A. A foundation diagram or sketch of the structure indicating the specifc locations of each lead hazard or presence of lead-based paint;
B. Each testing method, device, and sampling procedure used;
C. All data collected, including quality control data, laboratory results, including laboratory name, address, and phone number.

First copy and attachments retained by inspector

Second copy and attachments retained by owner

Third copy only (no attachments) mailed or faxed to:

California Department of Public Health
Childhood Lead Poisoning Prevention Branch Reports
850 Marina Bay Parkway, Building P, Third Floor
Richmond, CA 94804-6403
Fax: (510) 620-5656

Appendix C
Site Photos and Sample Location Drawing



Carpet & Mastic – Blue/Purple Multi



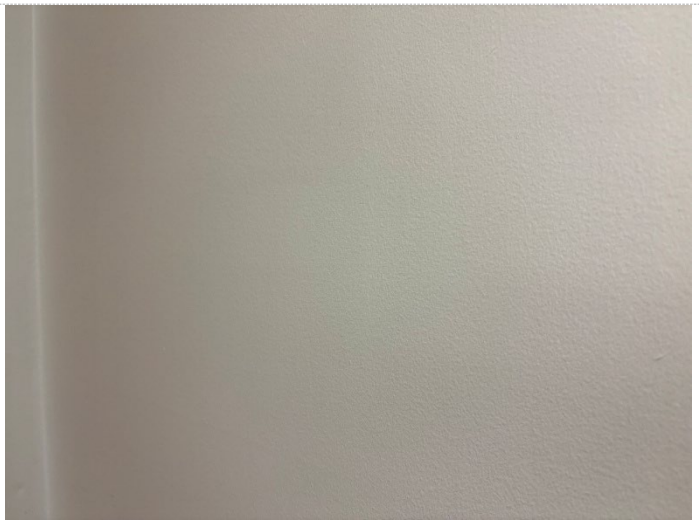
4” Baseboard & Mastic – Grey



Tackboard over Drywall



12” ACT – Pinhole Fissure



Drywall – Orange Peel



2” Ceramic Tile & Grout – Brown



4” Ceramic Tile & Grout – White/Grey



12” VFT & Mastic – White/Grey Oatmeal



4” Baseboard & Mastic – Blue



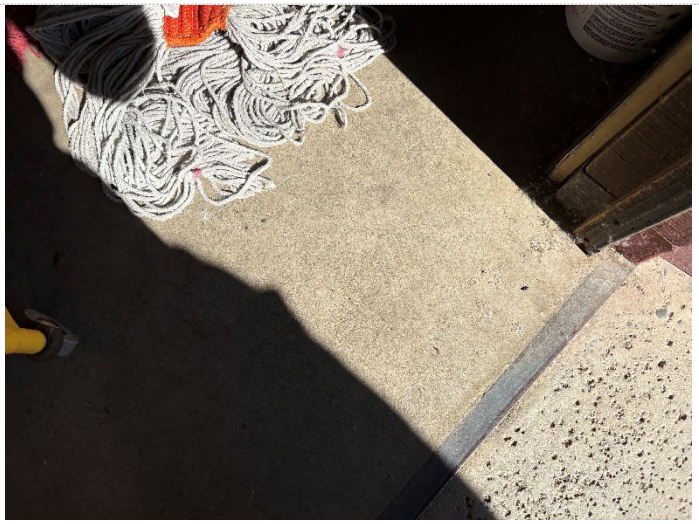
2x4 FCP – Pinhole Fissure



12” VFT & Mastic – Beige Streaks

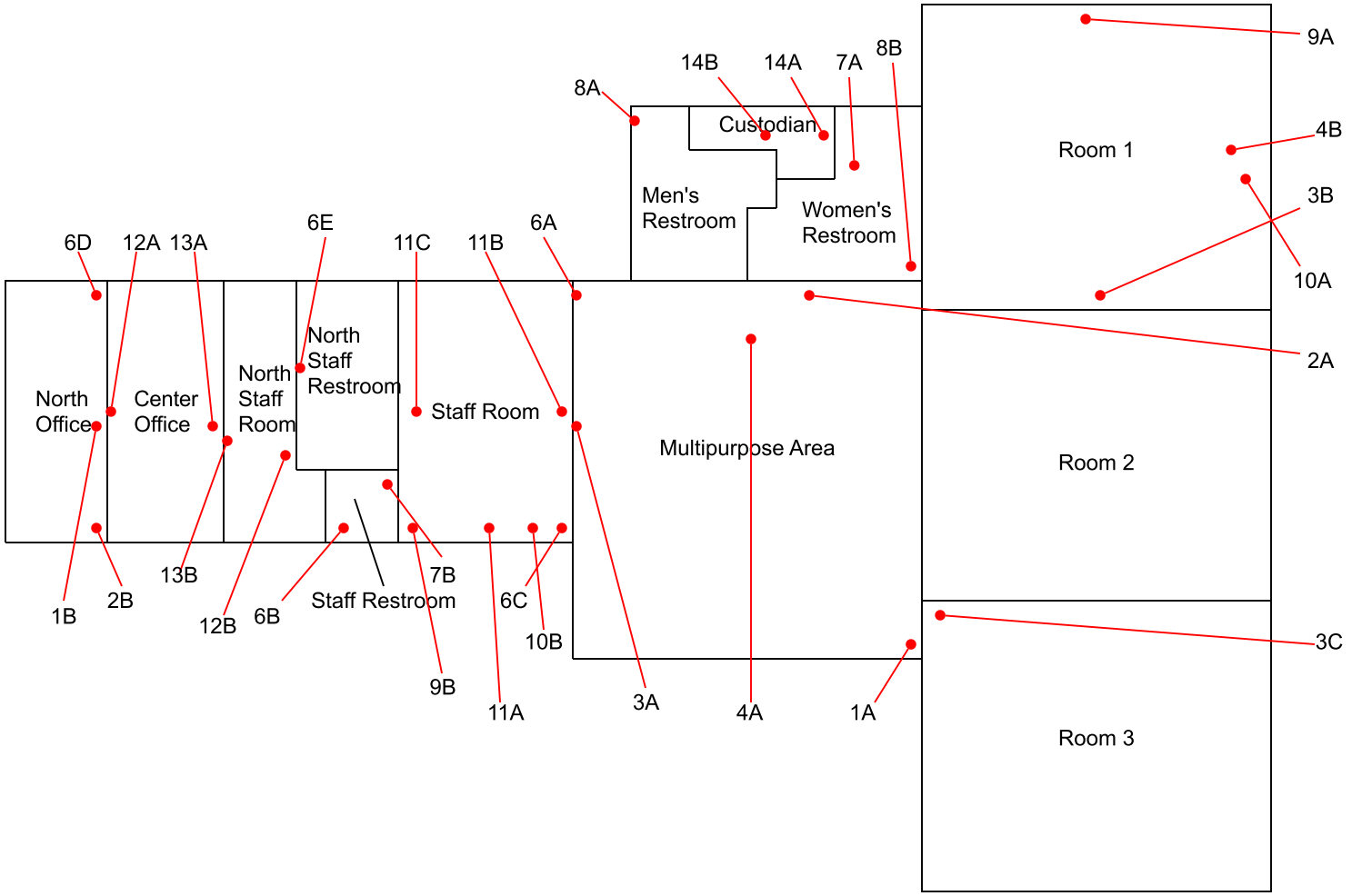


4” Baseboard & Mastic – Brown



Concrete

ADA



FACS 35 Forensic Analytical Consulting Services
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313 Banner Court, Suite B
Modesto, CA 95356

N

Sample Location

Merced City School District
2105 Wardrobe Avenue
Merced, CA 95340

Sierra Elementary School / Professional Development Center

LOCATION:
1730 E Brookdale Drive
Merced, CA 95340

DRAWN BY:
Trevor Leitz

FACS PROJECT No.:
PJ87706

This ia a design drawing and is the property of Forensic Analytical Consulting Services, Inc. It is not intended to replace required architectural or engineering plans.

Appendix D
Certifications of Personnel and Laboratories

ADA

STATE OF CALIFORNIA Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health-Asbestos & Carcinogen Unit
1750 Howe Avenue, Suite 460
Sacramento, CA 95825
(916) 574-2993 Office http://www.dir.ca.gov/dosh/asbestos.html actu@dir.ca.gov

910116682T **453**

Forensic Analytical Consulting Services
Trevor T Leitz
313 Banner Court, Suite B
Modesto CA 95356

January 17, 2025

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/mailing information within 15 days of the change.

Sincerely,

Dean Mochrie, CAC
Senior Safety Engineer

Attachment: Certification Card

cc: File


State of California
Division of Occupational Safety and Health
Certified Site Surveillance Technician
Trevor T Leitz
Name
Certification No. **19-6682**
Expires on **12/18/2025**
This certification was issued by the Division of Occupational Safety and Health as authorized by Sections 7180 et seq of the Business and Professions Code.

Renewal – Card Attached (08/24)

ADA

Forensic Analytical Consulting Services, Inc.

This is to confirm that

Trevor Leitz

Has attended the Four hour

AHERA Refresher Course for Asbestos Inspectors

And has completed the requisite training for asbestos accreditation under TSCA Title II

Course Date: 09-05-2024 to 09-05-2024

Certificate Number: PETBIR20240097
Valid Until: September 05, 2025

Cal/OSHA Approval Number:CA-025-06

FACS
Forensic Analytical Consulting Services

Fred J. Vinciguerra, Chief Executive Officer
Forensic Analytical Consulting Services, Inc.
21228 Cabot Blvd, Hayward, CA 94545
(800) 677-1483

ADA

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 **Trevor Leitz**	Lead Sampling Technician	LRC-00003432	10/14/2025

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

ADA

STATE OF CALIFORNIA Gavin Newsom, Governor

DEPARTMENT OF INDUSTRIAL RELATIONS
Division of Occupational Safety and Health-Asbestos & Carcinogen Unit
1750 Howe Avenue, Suite 460
Sacramento, CA 95825
(916) 574-2993 Office http://www.dir.ca.gov/dosh/asbestos.html actu@dir.ca.gov

005174633C 339

May 06, 2025

Christopher J Chipponeri
1401 Louise Avenue
Modesto CA 95350

Dear Certified Asbestos Consultant or Technician:

Enclosed is your certification card. **To maintain your certification, you must abide by the rules printed on the back of the certification card.**

Your certification is valid for a period of one year. If you wish to renew your certification, you must apply for renewal at least 60 days before the expiration date shown on your card. [8 CCR 341.15(h)(1)].

Please hold and do not send copies of your required AHERA refresher renewal certificates to our office until you apply for renewal of your certification.

Certificates must be kept current if you are actively working as a CAC or CSST. The grace period is only for those who are not actively working as an asbestos consultant or site surveillance technician.

Please contact our office at the above address or email w any changes in your contact/mailing information within 15 days of the change.

Sincerely,

Dean Mochrie, CAC
Senior Safety Engineer

Attachment: Certification Card

cc: File



Renewal – Card Attached (08/24)

ADA

Forensic Analytical Consulting Services, Inc.

This is to confirm that

Chris Chipponeri

Has attended the Four hour

AHERA Refresher Course for Asbestos Inspectors

And has completed the requisite training for asbestos accreditation under TSCA Title II

Course Date: 09-05-2024 to 09-05-2024

Certificate Number: PETBIR20240099
Valid Until: September 05, 2025

Cal/OSHA Approval Number:CA-025-06

FACS
Forensic Analytical Consulting Services

Fred J. Vinciguerra, Chief Executive Officer
Forensic Analytical Consulting Services, Inc.
21228 Cabot Blvd, Hayward, CA 94545
(800) 677-1483

ADA

STATE OF CALIFORNIA
DEPARTMENT OF PUBLIC HEALTH

LEAD-RELATED CONSTRUCTION CERTIFICATE

INDIVIDUAL:	CERTIFICATE TYPE:	NUMBER:	EXPIRATION DATE:
 **Chris Chipponeri**	Lead Inspector/Assessor	LRC-00000782	6/20/2026

Disclaimer: This document alone should not be relied upon to confirm certification status. Compare the individual's photo and name to another valid form of government issued photo identification. Verify the individual's certification status by searching for Lead-Related Construction Professionals at www.cdph.ca.gov/programs/clppb or calling (800) 597-LEAD

ADA

United States Department of Commerce
National Institute of Standards and Technology

Certificate of Accreditation to ISO/IEC 17025:2017

NVLAP LAB CODE: 101459-0

SGS Forensic Laboratories

Hayward, CA

is accredited by the National Voluntary Laboratory Accreditation Program for specific services, listed on the Scope of Accreditation, for:

Asbestos Fiber Analysis

This laboratory is accredited in accordance with the recognized International Standard ISO/IEC 17025:2017. This accreditation demonstrates technical competence for a defined scope and the operation of a laboratory quality management system (refer to joint ISO-ILAC-IAF Communique on ISO/IEC 17025).

2025-07-01 through 2026-06-30

Effective Dates

For the National Voluntary Laboratory Accreditation Program

National Voluntary Laboratory Accreditation Program

SCOPE OF ACCREDITATION TO ISO/IEC 17025:2017

SGS Forensic Laboratories
19743 Cabot Blvd.
Hayward, CA 94545
Ryan Sutliffe
Phone: 702-332-1937
Email: ryan.sutliffe@sgs.com
www.falaboratories.com

ASBESTOS FIBER ANALYSIS **NVLAP LAB CODE 101459-0**

Bulk Asbestos Analysis

Code	*Description*
18/A01	EPA -- 40 CFR Appendix E to Subpart E of Part 763, Interim Method of the Determination of Asbestos in Bulk Insulation Samples
18/A03	EPA 600/R-93/116: Method for the Determination of Asbestos in Bulk Building Materials

Airborne Asbestos Analysis

Code	*Description*
18/A02	U.S. EPA's "Interim Transmission Electron Microscopy Analytical Methods-Mandatory and Nonmandatory-and Mandatory Section to Determine Completion of Response Actions" as found in 40 CFR, Part 763, Subpart E, Appendix A.

For the National Voluntary Laboratory Accreditation Program

ADA

AIHA Laboratory Accreditation Programs, LLC

acknowledges that

SGS North America

19743 Cabot Blvd. Hayward, CA 94545

Laboratory ID: LAP-101762

along with all premises from which key activities are performed, as listed above, has fulfilled the requirements of the AIHA Laboratory Accreditation Programs, LLC (AIHA LAP) accreditation to the ISO/IEC 17025:2017 international standard, General Requirements for the Competence of Testing and Calibration Laboratories in the following:

LABORATORY ACCREDITATION PROGRAMS

☑	**INDUSTRIAL HYGIENE**	Accreditation Expires: October 01, 2025
☑	**ENVIRONMENTAL LEAD**	Accreditation Expires: October 01, 2025
☑	**ENVIRONMENTAL MICROBIOLOGY**	Accreditation Expires: October 01, 2025
☐	**FOOD**	Accreditation Expires:
☐	**UNIQUE SCOPES**	Accreditation Expires:
☐	**BE FIELD/MOBILE**	Accreditation Expires:

Specific Field(s) of Testing/Method(s) within each Accreditation Program for which the above named laboratory maintains accreditation is outlined on the attached Scope of Accreditation. Continued accreditation is contingent upon successful on-going compliance with ISO/IEC 17025:2017 and AIHA LAP requirements. This certificate is not valid without the attached Scope of Accreditation. Please review the AIHA LAP website (www.aihaaccreditedlabs.org) for the most current Scope.

Cheryl O Morton
Managing Director, AIHA Laboratory Accreditation Programs, LLC

Revision21: 10/24/2023

Date Issued: 06/30/2025

Right People

Right Perspective

Right Now

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GENERAL INFORMATION

G000	COVER SHEET
G101.1	REGULATORY SITE PLAN
G101.2	REGULATORY SITE PLAN
G102	REGULATORY FLOOR PLAN

CIVIL

SITE DEVELOPMENT

SD/C101	TOPOGRAPHICAL SURVEY
SD/C201	DEMOLITION PLAN
SD/C301	SITE PLAN
SD/C401	HORIZONTAL CONTROL PLAN
SD/C402	HORIZONTAL CONTROL TABLE
SD/C501	GRADING AND DRAINAGE PLAN
SD/X101	DETAILS
SD/X102	DETAILS
SD/X103	DETAILS
SD/X104	DETAILS

LANDSCAPE

SITE DEVELOPMENT

SD/L101	IRRIGATION PLAN
SD/L102	IRRIGATION DETAILS
SD/L103	IRRIGATION DETAILS
SD/L201	PLANTING PLAN
SD/L202	PLANTING DETAILS

ARCHITECTURAL

SITE DEVELOPMENT

SD/A001	EXISTING SITE PLAN
SD/A100	OVERALL SITE DEMOLITION PLAN
SD/A101.1	OVERALL SITE PLAN
SD/A101.2	OVERALL SITE PLAN
SD/A102	ENLARGED SITE PLAN AND ELEVATIONS
SD/A201	SITE DEVELOPMENT DETAILS
SD/A202	SITE DETAILS - SHADE STRUCTURE

TYPICAL INFORMATION

X/A101	WALL ASSEMBLIES
X/A201	INTERIOR AND EXTERIOR FINISH SCHEDULE
X/A301	MODULAR CASEWORK SCHEDULE AND DETAILS
X/A310	CUSTOM CASEWORK DETAILS
X/A401	OPENING SCHEDULES AND ELEVATIONS
X/A402	OPENING DETAILS - HM FRAMES & EXTERIOR
X/A403	OPENING DETAILS - HM FRAMES & INTERIOR
X/A501	EXTERIOR DETAILS - CONCRETE CURBS
X/A502	EXTERIOR DETAILS - WALL DETAILS
X/A601	INTERIOR DETAILS
X/A602	INTERIOR DETAILS - ACOUSTICAL CEILINGS

BUILDING A

A/A100	DEMOLITION FLOOR PLAN
A/A101	FLOOR PLAN
A/A102	ENLARGED FLOOR PLANS
A/A103	SLAB PLAN
A/A200	DEMOLITION REFLECTED CEILING PLAN
A/A201	REFLECTED CEILING PLAN
A/A300	DEMOLITION ROOF PLAN
A/A301	ROOF PLAN
A/A401	EXTERIOR ELEVATIONS
A/A501	BUILDING SECTIONS
A/A502	WALL SECTIONS
A/A601	INTERIOR ELEVATIONS- ROOMS 101 - 107
A/A602	INTERIOR ELEVATIONS- ROOMS 108 - 113
A/A603	INTERIOR ELEVATIONS- ROOMS 114 - 115
A/A701	SIGNAGE PLAN AND SCHEDULE
A/A801	INTERIOR DESIGN PLAN

STRUCTURAL

TYPICAL INFORMATION

X/S101	TYPICAL PROJECT NOTES AND DETAILS
X/S102	TYPICAL EXISTING PROJECT NOTES AND DETAILS

BUILDING A

A/S201	FOUNDATION PLAN
A/S301	ROOF FRAMING PLAN
A/S401	ELEVATIONS AND DETAILS

MECHANICAL

TYPICAL INFORMATION

X/M001	MECHANICAL NOTES SCHEDULES AND DETAILS
X/M201	MECHANICAL DETAILS
X/M301	MECHANICAL TITLE 24 DOCUMENTS
X/M302	MECHANICAL TITLE 24 DOCUMENTS
X/M303	MECHANCIAL TITLE 24 DOCUMENTS

BUILDING A

A/M101	MECHANICAL DEMOLITION PLAN
A/M102	MECHANICAL PLAN
A/M201	MECHANICAL DEMOLITION ROOF PLAN
A/M202	MECHANICAL ROOF PLAN

PLUMBING

TYPICAL INFORMATION

X/P001	PLUMBING LEGENDS, NOTES AND CALCULATIONS
X/P101	PLUMBING DETAILS
X/P102	PLUMBING DETAILS
X/P201	PLUMBING SCHEDULES

BUILDING A

A/P101	PLUMBING DEMOLITION PLAN
A/P201	PLUMBING PLAN
A/P301	PLUMBING DEMO ROOF PLAN
A/P302	PLUMBING ROOF PLAN

ELECTRICAL

SITE DEVELOPMENT

SD/E100	OVERALL DEMOLITION SITE ELECTRICAL PLAN
SD/E101	OVERALL SITE ELECTRICAL PLAN

TYPICAL INFORMATION

X/E101	ELECTRICAL SYSTEMS - SYMBOLS, NOTES, & DETAILS
X/E201	LIGHTING SYSTEMS - FIXTURE SCHEDULE & DETAILS
X/E202	LIGHTING SYSTEMS - FIXTURE DETAILS
X/E301	POWER - SINGLE LINE DIAGRAM & VOLTAGE DROP CALCULATION
X/E302	POWER - EV CHARGING DETAILS
X/E303	POWER - DETAILS
X/E401	DATA - DETAILS
X/E402	AV - DETAILS
X/E601	FIRE ALARM - RISER DIAGRAM, NOTES, & SYMBOLS
X/E602	FIRE ALARM - CALCULATIONS & DETAILS
X/E901	TITLE 24 COMPLIANCE FORMS - BUILDING A
X/E902	TITLE 24 COMPLIANCE FORMS - BUILDING A
X/E903	TITLE 24 COMPLIANCE FORMS - BUILDING A

BUILDING A

A/E100	DEMOLITION LIGHTING PLAN
A/E101	LIGHTING PLAN
A/E200	DEMOLITION POWER PLAN
A/E201	POWER PLAN
A/E210	ROOF DEMOLITION POWER PLAN
A/E211	ROOF POWER PLAN
A/E300	DEMOLITION LOW VOLTAGE PLAN
A/E301	LOW VOLTAGE PLAN
A/E400	DEMOLITION FIRE ALARM PLAN
A/E401	FIRE ALARM PLAN

BUILDING B

B/E400	FIRE ALARM PLANS

SHADE STRUCTURE MANUFACTURERS DRAWINGS

(1) 24'-0" x 30'-0" ICON Shelter Systems Shade Structure

DSA No. 04-122188 PC

LS1.0 - GENERAL INFO
LS1.1 - GENERAL INFO
LS1.2 - DSA 103
LS1.3 - DSA 103
LS3.0 - FOUNDATION PLAN
LS3.1 - FRAMING & CONNECTION DETAILS
LS3.2 - MULTI RIB ROOFING PLAN
LS3.3 - MEGA RIB ROOFING PLAN
LS3.4 - STANDING SEAM ROOFING PLAN
LS5.0 - OPTIONAL ELECTRICAL ACCESS



Example of Statement of General Conformance and Signature Block per IR A-18

Statement of General Conformance

FOR ARCHITECTS/ENGINEERS WHO UTILIZE PLANS,
INCLUDING BUT NOT LIMITED TO SHOP DRAWINGS, PREPARED BY OTHER LICENSED DESIGN PROFESSIONALS AND/OR CONSULTANTS

(Application No. 02-123716 **File No.** 24-35**)**

[X] The drawings or sheets listed on the cover or index sheet
[ ] 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.

The 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 4-316 (b))*

I certify that: [X] All drawings or sheets listed on the cover or index sheet [ ] This drawing or page

[X] is/are in general conformance and [ ] have been coordinated		[ ] is/are in general conformance and [ ] have been coordinated	
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.**	
Print Name Grant E. Dodson		**Print Name**	
License Number C20307	Expiration Date 6/30/2027	License Number	Expiration Date



N14 Vicinity Map

All work shall be performed in accordance with current applicable codes and standards including, but not limited to, the following:

California Code of Regulations (CCR)
CCR-T5: Title 5-Education
CCR-T8: Title 8-Industrial Safety
CCR-T19: Title 19-Public Safety
CCR-Title 24:

Building Codes and Standards:
2025 California Building Standards Administrative Code (Part 1, Title 24, CCR)

2022 California Building Code, Volumes 1 and 2 (Part 2, Title 24, CCR)

2022 California Electrical Code (Part 3, Title 24, CCR)

2022 California Mechanical Code (Part 4, Title 24, CCR)

2022 California Plumbing Code (Part 5, Title 24, CCR)

2022 California Energy Code (Part 6, Title 24, CCR)

2022 California Elevator Safety Construction Code (Part 7, Title 24, CCR)

2022 California Fire Code, Part 9, Title 24, CCR)

2022 California Referenced Standards Code (Part 12, Title 24, CCR)

2022 California Green Building Standards Code

NFPA 13, 2022 Edition, The Installation of Automatic Sprinkler Systems

NFPA 14, 2019 Edition, Installation of Standpipe

NFPA 24, 2019 Edition, Installation of Private Fire Service Mains and their Appurtenances

NFPA 72, 2022 Edition, National Fire Alarm Code

Division of the State Architect (DSA):
SSS: Structural Safety Section
ACS: Access Compliance Section
FLS: Fire Life Safety
Interpretation of Regulation Manual

A "DSA Certified" project inspector employed by the District (Owner) and approved by the DSA shall provide continuous inspection of the work. The duties of the inspector are defined in Section 4-342, Part 1, Title 24, CCR.

All construction and demolition shall be in accordance with Chapter 33 of the CBC and CFC, and the written site fire safety plan, Refer to Specification Section 01 50 00 - TEMPORARY FACILITIES AND CONTROLS for requirements.

J14 Applicable Codes

Notes:
1. The Contractor Shall Be Responsible For The Preparation and Submittal Of The Deferred Approval Items To The Division Of The State Architect (DSA) For Review and Approval Prior To The Installation. The Submittal Shall Comply With The Requirements Of Specification Section 013300: Submittals.
2. Installation of Deferred Approval items shall not be started until Contractor's drawing, specifications, and engineering calculations for the actual system(s) to be installed have been reviewed by the Architect and/or the Structural Engineer, and approved by the DSA.

Description of Deferred Item
None
.
.

G14 Deferred Approval

1. This project is located in California Climate Zone 12.

E14 General Notes

SCOPE OF WORK:

This facility is an Existing campus that is made up of a Single-Story classroom building A and Portable classroom building B.

Scope of work includes the Modernization of the Existing single-story classroom building A, replacement of Fire Alarm Devices in the Portable classroom building B and related Site Improvements.

The single-story classroom building A is to receive minor Interior and Exterior finish upgrades and replaces existing restrooms.

Site improvements consist of Parking Lot upgrades, the addition of a new Basketball Court, PC Shade Structure, and Play Areas.

B14 Project Description

DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

ELECTRICAL
Hardin-Davidson Engineering
356 Pollasky Ave. Suite 200
Clovis, CA 93612
T (559) 323-4466
F (559) 323-4928

MECHANICAL
Lawrence Engineering Group
7084 N Maple Ave Ste 101
Fresno, CA 93720
(559) 431-0101

STRUCTURAL
Brooks Ransom Associates
7415 N Palm Ave Ste 100
Fresno, CA 93711
T (559) 449-8444
F (559) 449-8404

CIVIL
Blair, Church & Flynn
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Clovis, CA 93612
T (559) 348-4800
F (559) 326-1500

ARCHITECTURAL
Darden Architects, Inc.
6790 N. West Avenue
Fresno, CA 93711
T (559) 448-8051
F (559) 446-1765

Community Day School Modernization
Merced City School District
Merced, CA, 95340

Darden Project Number: 2533

Date: *11/19/2025*

Project Information

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LICENSED ARCHITECT Grant E. Dodson No. C-20307 Exp. 6-30-27 STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date
A	Addendum A	11/26/2025

Revision

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G000

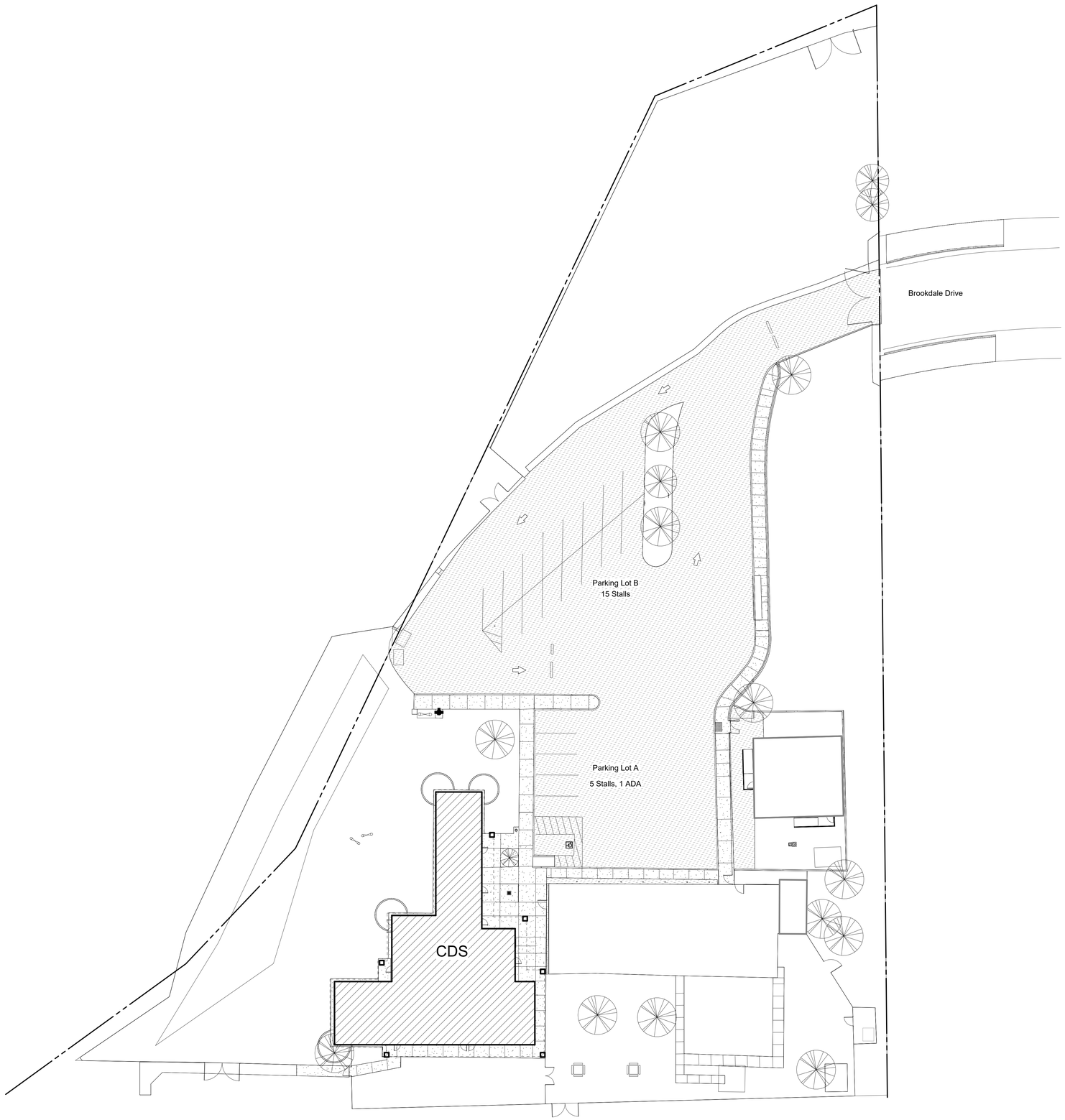
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ADA-AX01

SHEET INCLUDED FOR REFERENCE ONLY



DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

Consultants

Notes

Community Day School Modernization
Merced City School District
Merced, CA, 95340
Project

SITE DEVELOPMENT
EXISTING SITE PLAN
Drawing

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LICENSED ARCHITECT Rex E. Darden No. C-26307 Exp. 6-30-27 STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date

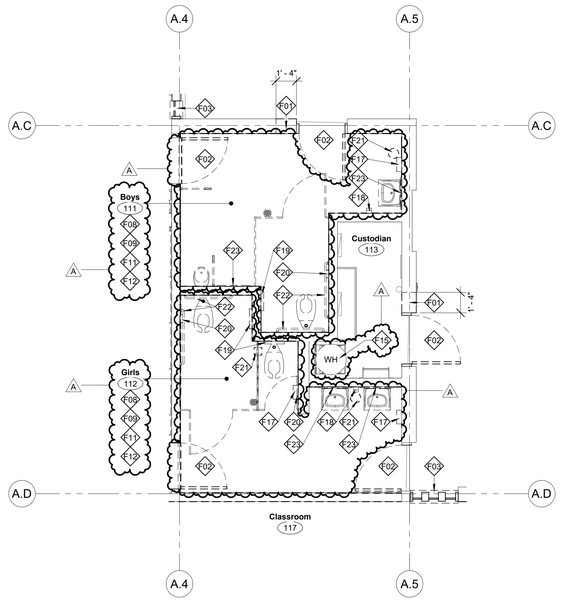
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Scale: 1" = 20'-0"	Drawn By: -	
Project Number: 2533	Checked By: -	SD/A001
Date: 11/19/2025	Reviewed By: -	

A1
1" = 20'-0"
Existing Site Plan

ADA-AX02

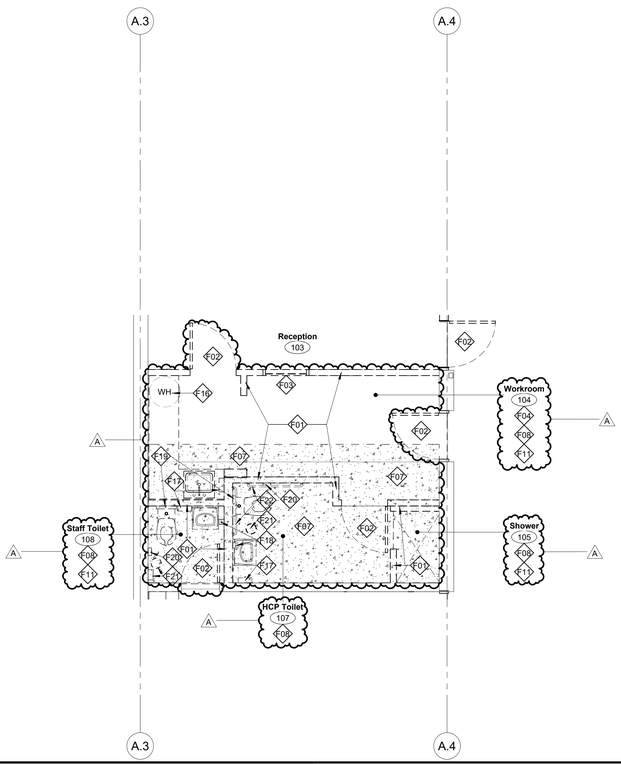
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J1
1/4" = 1'-0"

Enlarged Demolition Floor Plan

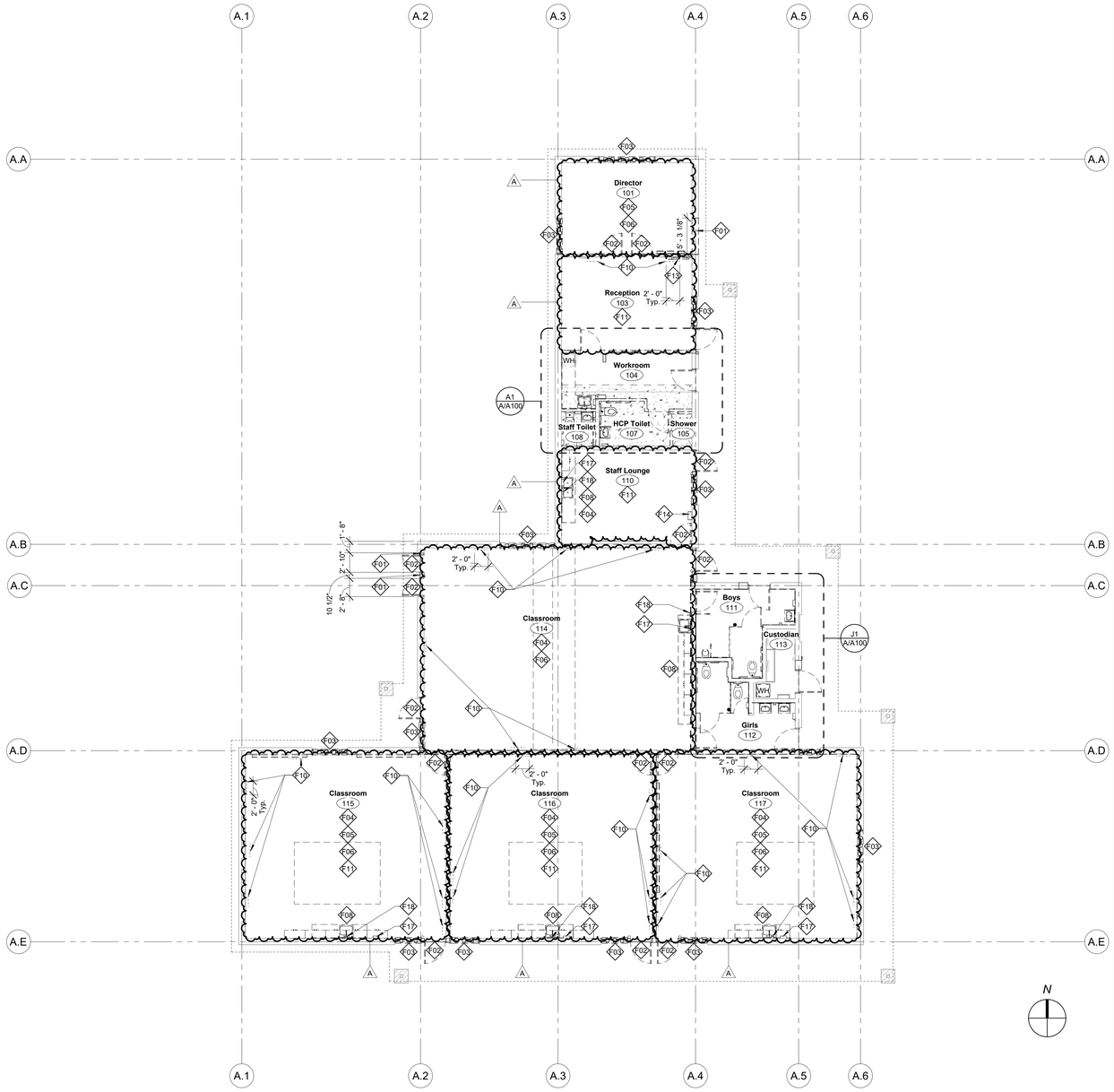
Refer to E18 for Legend Symbols, Abbreviations and Notes



A1
1/4" = 1'-0"

Enlarged Demolition Floor Plan

Refer to E18 for Legend Symbols, Abbreviations and Notes



A7
1/8" = 1'-0"

Demolition Floor Plan

Refer to E18 for Legend Symbols, Abbreviations and Notes

DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

SYMBOLS

- Existing Wall
- Remove Existing Wall
- Remove Existing Building Item (See Demolition Note, Plumbing, Mechanical, and Electrical Drawings)
- Room name / 101 — Room Designation
- F01 — Demolition Note Symbol

GENERAL NOTES

1. See Specifications section, SELECTIVE DEMOLITION, and CUTTING AND PATCHING, See Plumbing, Mechanical, and Electrical Drawings and Specifications.
2. Remove materials, equipment, and finishes indicated by demolition key notes.
3. All Concrete removed shall be within sawcut lines or Existing expansion/ control joint lines.
4. Coordinate removal of door hardware with HARDWARE in the specifications.
5. Where Demolition work is indicated, contractor shall remove and reinstall any or all items necessary for installation of new work. Existing area affected by demolition work shall be patched and repaired to match Existing construction.
6. Any damage resulting from the modernization activity shall be corrected at no additional expense to the owner and all surfaces cleaned and readied to receive new work.
7. Remove, cut, and patch work in a manner to minimize damage and to provide means of restoring products and finishes to original condition.
8. Where new work abuts or aligns with Existing, make a smooth and even transition. Patch work shall match Existing adjacent work in texture and appearance.
9. When Finished surfaces are cut so that a smooth transition with new work is not possible, terminate Existing surfaces along a straight line at a natural line of division and make recommendation to the architect.
10. Contractor to field verify all dimensions and existing floor and wall finishes prior to the commencement of work.
11. Refer to Hazardous Materials Report prior to the commencement of work.

DEMOLITION NOTES

- F01 SELECTIVE DEMOLITION, Remove wall or portion of wall, Refer to floor plan for extents, Refer to Structural
- F02 SELECTIVE DEMOLITION, Remove Door and Frame, Refer to Structural
- F03 SELECTIVE DEMOLITION, Remove Window and Frame
- F04 SELECTIVE DEMOLITION, Remove Casework
- F05 SELECTIVE DEMOLITION, Remove Dry Erase Board, Retain for Reinstallation
- F06 SELECTIVE DEMOLITION, Remove flooring and base
- F07 SELECTIVE DEMOLITION, Sawcut and Remove Portion of Existing Concrete Slab, Refer to Plumbing Drawings. Field verify dimensions prior to work, see patch back detail
- F08 SELECTIVE DEMOLITION, Remove Plumbing, See PLUMBING for more information
- F09 SELECTIVE DEMOLITION, Remove and dispose of Toilet Partitions
- E10 SELECTIVE DEMOLITION, Remove portion of wall finish down to stud, Refer to floor plan for extents
- E11 SELECTIVE DEMOLITION, Remove Floor tile or portion of floor tile
- E12 SELECTIVE DEMOLITION, Remove Wall Tile or portion of wall tile
- E13 SELECTIVE DEMOLITION, Remove and Salvage (E) TV Monitor for reinstallation
- E14 SELECTIVE DEMOLITION, Remove and Salvage (E) AED for reinstallation
- E15 SELECTIVE DEMOLITION, Remove and Dispose (E) Water Heater
- E16 SELECTIVE DEMOLITION, Remove and Salvage (E) Equipment to Owner
- E17 SELECTIVE DEMOLITION, Remove and Retain for Reinstallation, Paper Towel Dispenser
- E18 SELECTIVE DEMOLITION, Remove and Retain for Reinstallation, Soap Dispenser
- E19 SELECTIVE DEMOLITION, Remove and Retain for Reinstallation, Seat Cover Dispenser
- E20 SELECTIVE DEMOLITION, Remove and Salvage (E) Toilet Tissue Dispenser to Owner
- E21 SELECTIVE DEMOLITION, Remove and Retain for Reinstallation, Stand Alone Sanitary Napkin Disposal and Waste Receptacle
- E22 SELECTIVE DEMOLITION, Remove and Retain for Reinstallation, Grab Bars
- E23 SELECTIVE DEMOLITION, Remove and Retain for Reinstallation, Mirrors

E18
No Scale

Demolition Floor Plan Legend

Community Day School Modernization
Merced City School District
Merced, CA, 95340

Project

BUILDING A
DEMOLITION FLOOR PLAN

Drawing

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LICENSED ARCHITECT — GREGORY E. DARDEN — No. C-26307 — Exp. 6-30-27 — STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date
A	Addendum A	11/26/2025

Revision

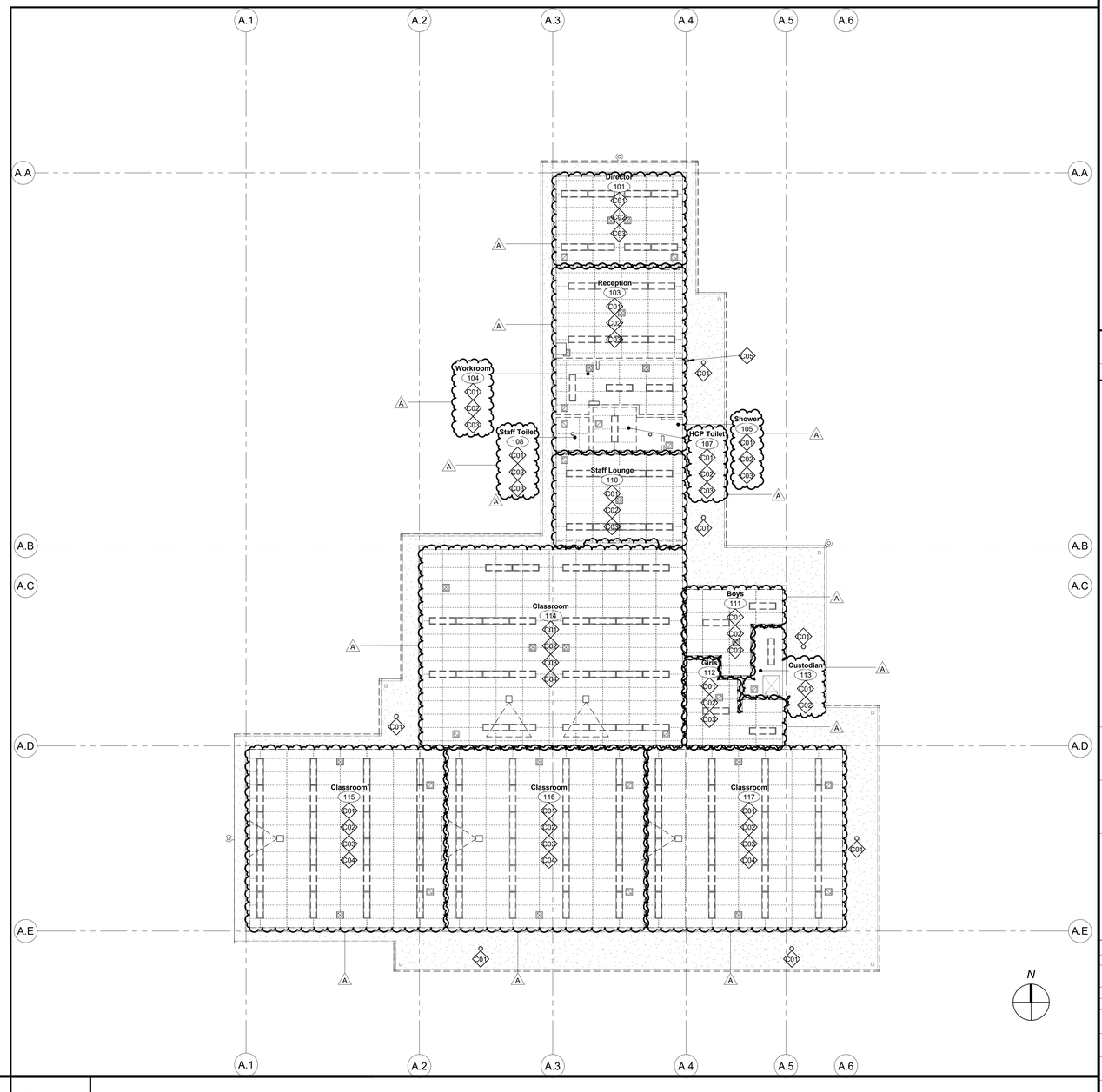
Designed By: -
Drawn By: -
Checked By: -
Reviewed By: -

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Scale: As indicated
Project Number: 2533
Date: 11/19/2025

A/A100

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DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

SYMBOLS

- Existing Wall
- Remove Existing Wall
- Remove Existing Building Item (See Demolition Note, Plumbing, Mechanical, and Electrical Drawings)
- Room name 101 — Room Designation
- C01 — Demolition Note Symbol
- Demolished Acoustical Ceiling Tiles, see demolition notes
- Demolished Cement Plaster Ceiling, see demolition notes

GENERAL NOTES

1. See Specifications section, SELECTIVE DEMOLITION, and CUTTING AND PATCHING, See Plumbing, Mechanical, and Electrical Drawings and Specifications.
2. Remove materials, equipment, and finishes indicated by demolition key notes.
3. Where Demolition work is indicated, contractor shall remove and reinstall any or all items necessary for installation of new work. Existing area affected by demolition work shall be patched and repaired to match Existing construction.
4. Any damage resulting from the modernization activity shall be corrected at no additional expense to the owner and all surfaces cleaned and readied to receive new work.
5. Remove, cut, and patch work in a manner to minimize damage and to provide means of restoring products and finishes to original condition.
6. Where new work abuts or aligns with Existing, make a smooth and even transition. Patch work shall match Existing adjacent work in texture and appearance.
7. When Finished surfaces are cut so that a smooth transition with new work is not possible, terminate Existing surfaces along a straight line at a natural line of division and make recommendation to the architect.
8. Coordinate demolition with MECHANICAL, ELECTRICAL, and PLUMBING.

DEMOLITION NOTES

- C01 — SELECTIVE DEMOLITION, Remove Light Fixture, Refer to Electrical Drawings
- C02 — SELECTIVE DEMOLITION, Remove HVAC Grilles, Refer to Mechanical Drawings
- C03 — SELECTIVE DEMOLITION, Remove Suspended Ceiling Systems and Accessories
- C04 — SELECTIVE DEMOLITION, Remove and Reinstall ceiling mounted projector
- C05 — SELECTIVE DEMOLITION, Remove and Reinstall Lock Box

J18 — Demolition Reflected Ceiling Legend
No Scale

Community Day School Modernization
Merced City School District
Merced, CA, 95340
Project

BUILDING A
DEMOLITION REFLECTED CEILING PLAN
Drawing

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LICENSED ARCHITECT — GARY E. DODDS — No. C-26,307 — Exp. 6-30-27 — STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date
A	Addendum A	11/26/2025

Revision

	Designed By: -	Copyright 2025 Darden Architects
Scale: 1/8" = 1'-0"	Drawn By: -	*A/A200*
Project Number: 2533	Checked By: -	
Date: 11/19/2025	Reviewed By: -	

A7
1/8" = 1'-0"
Demolition Reflected Ceiling Plan
Refer to J18 for Legend Symbols, Abbreviations and Notes

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SHEET INCLUDED FOR REFERENCE ONLY

DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

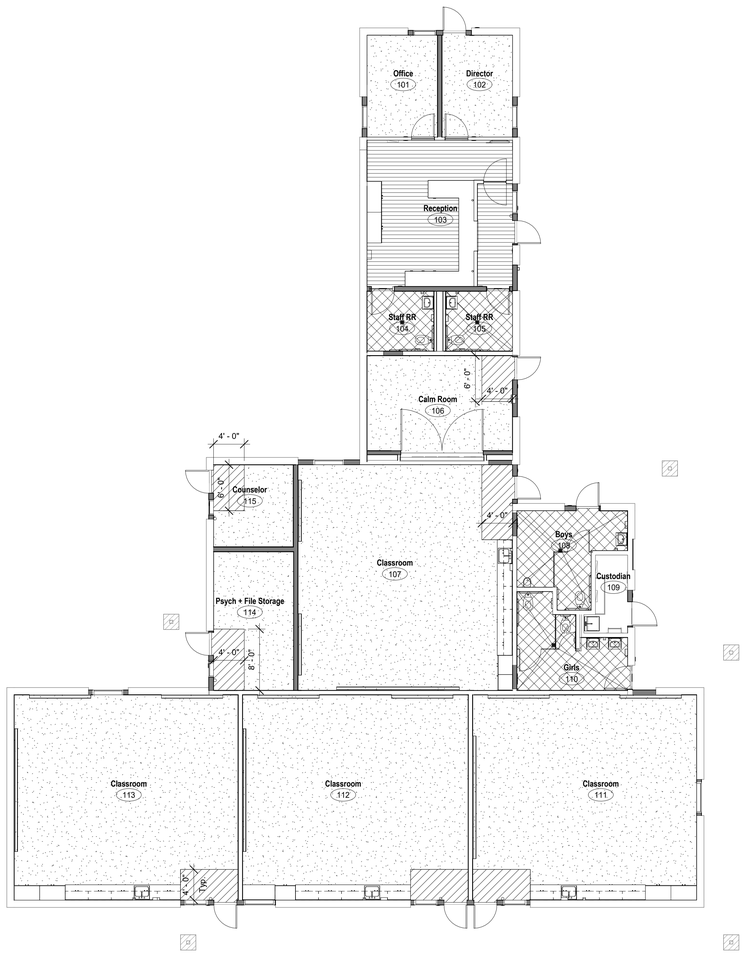
FLOOR PATTERN LEGEND

Only rooms with floor patterns or multiple flooring types shown, see Interior Finish Schedule for additional information.

- Refer to Interior Finish Schedule
- RESILIENT SHEET, Sheet Vinyl
- RESILIENT TILE, Luxury Vinyl Tile
- CARPET, Broadloom, BL-1
- CARPET, Walk Off, WO-1

NOTES

1. The intent of this drawing is to clarify and detail the color and patterns of finishes. All information regarding construction conditions, casework, framing and ceiling details, etc. shall be per Architectural plans, unless otherwise noted.
2. This Drawing is provided for the convenience of the Contractor. Field verify all conditions and dimensions prior to fabrication, installation or application.
3. Refer to appropriate Specification Sections for Materials, Systems and Types.
4. Refer to Interior Finish Schedule for Paint Finish.
5. Refer to Interior Color Schedule for additional information on Manufacturer, Pattern or Color.



F18 — Interior Design Legend
No Scale

Community Day School Modernization
Merced City School District
Merced, CA, 95340
Project

BUILDING A
INTERIOR DESIGN PLAN
Drawing

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LICENSED ARCHITECT — Frank E. Darden — Lic. C-26,207 — Exp. 6-30-27 — STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date

Revision

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Designed By: -
Drawn By: -
Checked By: -
Reviewed By: -

Scale: 1/8" = 1'-0"
Project Number: 2533
Date: 11/19/2025

A/A801

A7 — Interior Design Plan
1/8" = 1'-0"
Refer to F18 Schedule Legend

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ADA-AX05

1. EXPANSION ANCHORS SHALL BE HILTI KWIK BOLT TZ2 AS MANUFACTURED BY HILTI, INC., 7250 DALLAS PARKWAY, SUITE 1000, PLANO, TEXAS 75024. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND I.C.C. REPORT NO. ESR-4266.

2. TEST VALUES AND INSTALLATION REQUIREMENTS SHALL BE AS FOLLOWS:

BOLT SIZE	MIN. EMBED	CONC. THKS.	TENSION TEST	TORQUE TEST (C.S.)	TORQUE TEST (S.S.)
3/8"	2"	4"	1100#	30 #-FT	30 #-FT
1/2"	2 1/2"	5"	2000#	50 #-FT	40 #-FT
5/8"	4"	6"	2300#	40 #-FT	60 #-FT
3/4"	4 3/4"	8"	3100#	110 #-FT	125 #-FT

3. PLACEMENT GUIDELINES FOR ABOVE VALUES IN ITEM 2 REQUIRE THE FOLLOWING CONDITIONS:
   - TABLE VALUES ARE BASED ON f'c = 3,000 PSI
   - HOLES DRILLED WITH A HAMMER DRILL AND CARBIDE BIT COMPLYING W/ ANSI B212.15-1994
   - BIT DIAMETER EQUALS THE SIZE OF THE ANCHOR BEING INSTALLED
   - HOLE DEPTH MUST EXCEED MIN. EMBED. BY ONE BOLT DIAMETER
   - ANY SEISMIC DESIGN CATEGORY PER 2022 C.B.C.
   - TENSION LOAD VALUES SHALL BE MULTIPLIED BY 0.6 FOR LIGHTWEIGHT CONCRETE
   - A.C.I. 'CRACKED' CONCRETE CONDITION IS SUFFICIENT
   - FOR CARBON OR STAINLESS STEEL BOLTS

4. WHEN INSTALLING EXPANSION ANCHORS IN EXISTING CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. MAINTAIN A MINIMUM CLEARANCE OF ONE-INCH BETWEEN THE EXISTING REINFORCEMENT AND THE EXPANSION ANCHOR.

5. ANY BOLTS SHOWN ON THE APPROVED PLANS AS EXPANSION ANCHORS, REQUIRES SPECIAL INSPECTION IN ACCORDANCE WITH SECTION 4.4 IN THE I.C.C. REPORT. SPECIAL INSPECTION SHALL BE BY AN APPROVED TESTING AND INSPECTION AGENCY. ANY ITEMS THAT REQUIRE EXPANSION ANCHORS BUT ARE NOT SPECIFICALLY SHOWN ON THE APPROVED PLANS MUST BE APPROVED BY THE STRUCTURAL ENGINEER AND D.S.A./H.C.A.I. PRIOR TO INSTALLATION.

N4 HILTI KWIK BOLT TZ2 IN CONC.
X/S101 NOT TO SCALE

1. THESE NOTES GOVERN ALL CONDITIONS CALLED OUT ON THE PLANS AS "SHOT PINS" UNLESS SPECIFICALLY NOTED OTHERWISE.

2. ALL SHOT PINS SHALL BE AS MANUFACTURED BY HILTI, INCORP. REFERENCE SHALL BE MADE TO THE LATEST EDITION OF THE HILTI 'PRODUCT TECHNICAL GUIDE' AND THE ICC-ES ESR-2269 REPORT FOR ADDITIONAL INFORMATION.

3. SHOT PINS DRIVEN INTO STEEL BASE MATERIAL SHALL BE X-U TYPE WITH P8 WASHERS. LENGTH OF PIN SHALL BE AS REQUIRED TO PENETRATE THROUGH THE STEEL BASE MATERIAL. MINIMUM EDGE DISTANCE TO ANY CONNECTED PART SHALL BE 1/2" AND MINIMUM FASTENER SPACING SHALL BE 2". ENTIRE POINTED END OF PIN MUST PENETRATE THROUGH STEEL LESS THAN 1/2" THICK OR PENETRATE A MINIMUM OF 1/2" INTO STEEL 1/2" THICK OR GREATER. PINS IN STEEL SUBJECT TO WITHDRAW LOADS ARE REQUIRED TO HAVE KNURLED SHANK.

4. SHOT PINS DRIVEN INTO CONCRETE BASE MATERIAL SHALL BE X-U TYPE WITH P8 WASHERS. LENGTH OF PIN SHALL BE AS REQUIRED TO PENETRATE 1 1/2" INTO THE CONCRETE BASE MATERIAL. MINIMUM EDGE DISTANCE TO ANY CONCRETE MATERIAL SHALL BE 3" AND MINIMUM FASTENER SPACING SHALL BE 4".

5. SHOT PINS DRIVEN INTO CONCRETE BASE MATERIAL THROUGH METAL DECK SHALL BE X-U TYPE WITH P8 WASHERS. LENGTH OF PIN SHALL BE AS REQUIRED TO PENETRATE 1" INTO THE CONCRETE THROUGH THE LOW FLUTE. PIN SHALL BE CENTERED IN THE LOW FLUTE AND MINIMUM FASTENER SPACING SHALL BE 4".

6. WHERE STEEL WASHERS ARE INDICATED ON THE DRAWINGS, PINS SHALL BE X-U WITH PREMOUNTED STEEL WASHERS WITH A MINIMUM DIAMETER OF 36mm (1 7/16").

J4 "SHOT PIN" NOTES FOR HILTI X-U
X/S101 NOT TO SCALE

1. EPOXY INTO CONCRETE SHALL BE SIMPSON SET-3G ADHESIVE AS MANUFACTURED BY SIMPSON STRONG-TIE CO.,INC. 5956 N. LAS POSITAS BLVD., PLEASANTON, CA. 94588. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND I.C.C. REPORT NO. ESR-4057.
2. TEST VALUES AND INSTALLATION REQUIREMENTS SHALL BE AS FOLLOWS:

BAR SIZE	BOLT SIZE	MIN. EMBEDMENT	TENSION TEST(POUNDS)
#4	1/2"	2 3/4"	2340
#5	5/8"	3 1/8"	2710
#6	3/4"	3 1/2"	2620

3. PLACEMENT GUIDELINES FOR ABOVE VALUES REQUIRE THE FOLLOWING CONDITIONS:
   - TABLE VALUES ARE BASED ON f'c = 3000 PSI
   - 6" MIN. EDGE DISTANCE ON ONE SIDE AND SPACING = 3X EMBED. DEPTH
   - HOLES DRILLED WITH A HAMMER DRILL AND CARBIDE BIT
   - BIT DIAMETER EQUALS (BAR DIAMETER) + 1/8"
   - HOLES SHALL BE DRY
   - MAX. LONG TERM TEMPS OF 110° F OR LESS & MAX. SHORT TERM OF 150° F OR LESS
   - TEMP. OF CONCRETE SHALL BE KEPT ABOVE 50° F DURING ENTIRE CURE TIME
   - ANY SEISMIC DESIGN CATEGORY PER 2022 C.B.C., CONDITION B IS ASSUMED
   - A.S.T.M. A615 GRADE 60 REBAR OR A.S.T.M. A193 GRADE B7 THREADED RODS
   - A.C.I. "CRACKED" CONCRETE CONDITION IS SUFFICIENT
   - DEPTH/THICKNESS OF CONCRETE BEING ATTACHED TO MUST BE AT LEAST EQUAL TO THE EMBEDMENT DEPTH + (5)BAR DIAMETERS.
   - HOLES SHALL BE CLEANED ACCORDING TO THE ICC REPORT NO. ESR-2508
4. WHEN INSTALLING EPOXIED REBAR/BOLTS IN (E) CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE (E) REINFORCING BARS. MAINTAIN A MINIMUM CLEARANCE OF (1) INCH BETWEEN THE (E) REINFORCEMENT AND THE EPOXIED REBAR/BOLT.
5. ANY REBAR/BOLTS SHOWN ON THE APPROVED PLANS AS BEING EPOXIED, REQUIRES CONTINUOUS SPECIAL INSPECTION IN ACCORDANCE WITH SECTION 4.5 IN THE I.C.C. REPORT. SPECIAL INSPECTION SHALL BE BY AN APPROVED TESTING AND INSPECTION AGENCY. ANY ITEMS THAT REQUIRE EPOXY BUT ARE NOT SPECIFICALLY SHOWN AS BEING EPOXIED ON THE APPROVED PLANS MUST BE APPROVED BY THE STRUCTURAL ENGINEER AND D.S.A./H.C.A.I. PRIOR TO INSTALLATION.
6. PULL TESTING SHALL BE DONE IN ACCORDANCE WITH D.S.A./H.C.A.I. GUIDELINES WHEN REQUIRED.

E4 SIMPSON SET-3G EPOXY NOTES
X/S101 NOT TO SCALE

1. EPOXY SHALL BE HILTI HIT-HY 200 V3 ADHESIVE AS MANUFACTURED BY HILTI, INC., 7250 DALLAS PARKWAY, SUITE 1000, PLANO, TEXAS 75024. INSTALLATION SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS AND I.C.C. REPORT NO. ESR-4868.

2. TEST VALUES AND INSTALLATION REQUIREMENTS SHALL BE AS FOLLOWS:

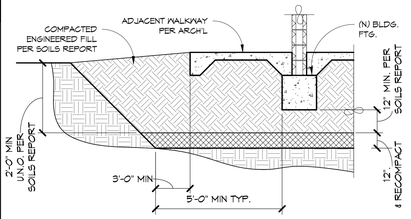
BAR SIZE	BOLT SIZE	MIN. EMBEDMENT	TEST LOAD (POUNDS)
#4	1/2"	4 1/2"	1190
#5	5/8"	5 5/8"	1540
#6	3/4"	6 3/4"	2190

3. PLACEMENT GUIDELINES FOR ABOVE VALUES IN ITEM 2 REQUIRE THE FOLLOWING CONDITIONS.
   - TABLE VALUES ARE BASED ON f'c = 3000 PSI
   - 6" MIN. EDGE DISTANCE & 12" MIN. BOLT/BAR SPACING
   - HOLES DRILLED WITH A HAMMER DRILL AND CARBIDE BIT
   - BIT DIAMETER EQUALS (BAR DIAMETER) + 1/8"
   - HOLES SHALL BE DRY OR WATER-SATURATED, BUT NOT WATER FILLED
   - MAX. LONG TERM TEMPS OF 110° F OR LESS & MAX. SHORT TERM OF 162° F OR LESS
   - ANY SEISMIC DESIGN CATEGORY PER 2022 C.B.C.
   - A.S.T.M. A615 GRADE 60 REBAR
   - A.S.T.M. A193 GRADE B7 THREADED RODS
   - A.C.I. "CRACKED" CONCRETE CONDITION IS SUFFICIENT
   - DEPTH/THICKNESS OF CONCRETE BEING ATTACHED TO MUST BE AT LEAST 1 1/2" GREATER THAN THE EMBEDMENT DEPTH.
4. WHEN INSTALLING EPOXIED REBAR/BOLTS IN EXISTING CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. MAINTAIN A MINIMUM CLEARANCE OF ONE-INCH BETWEEN THE EXISTING REINFORCEMENT AND THE EPOXIED REBAR/BOLT.
5. ANY REBAR/BOLTS SHOWN ON THE APPROVED PLANS AS BEING EPOXIED, REQUIRES SPECIAL INSPECTION IN ACCORDANCE WITH SECTION 4.4 IN THE I.C.C. REPORT. SPECIAL INSPECTION SHALL BE BY AN APPROVED TESTING AND INSPECTION AGENCY. ANY ITEMS THAT REQUIRE EPOXY BUT ARE NOT SPECIFICALLY SHOWN AS BEING EPOXIED ON THE APPROVED PLANS MUST BE APPROVED BY THE STRUCTURAL ENGINEER AND D.S.A./H.C.A.I. PRIOR TO INSTALLATION.

A4 HILTI HIT-HY 200 V3 EPOXY NOTES
X/S101 NOT TO SCALE

NOTES:

1. REMOVE AND STRIP ALL SURFACE MATERIAL PER SOILS REPORT
2. EXCAVATE AND STOCKPILE EXISTING SOIL AT PROPOSED BUILDINGS
3. REVIEW WITH GEOTECHNICAL ENGINEER FOR ANY ADDITIONAL REMOVAL PRIOR TO PROCEEDING WITH RECOMPACTION
4. SCARIFY, MOISTURE CONDITION AND RECOMPACT AS ENGINEERED FILL 12" AT BOTTOM OF EXCAVATION AND BUILDING PAD. RECOMPACT TO 90% PER ASTM D1557
5. RETURN EXCAVATED SOIL AS ENGINEERED FILL WITH PRIOR APPROVAL FROM GEOTECHNICAL ENGINEER AND RECOMPACT TO 90% OF MAXIMUM DRY DENSITY PER ASTM D1557. ENGINEERED FILL SOILS SHOULD BE PLACED IN LOOSE LIFTS APPROXIMATELY 9" THICK. MOISTURE - CONDITION TO WITHIN 3% OF THE OPTIMUM MOISTURE CONTENT



J7 OVER EXCAVATION
X/S101 NOT TO SCALE

REQUIRED POST-INSTALLED ANCHOR TEST VALUES
(NORMAL OR LIGHTWEIGHT CONCRETE)

ANCHOR	WEDGE		SLEEVE		SCREW
DIAMETER (in.)	LOAD (lbs)	TORQUE (ft-lbs)	LOAD (lbs)	TORQUE (ft-lbs)	TORQUE (ft-lbs)
1/4	800	10	400	4	-
5/16	-	-	400	5	-
3/8	1100	25	700	10	10
1/2	2000	50	900	20	10
5/8	2300	80	1100	45	10
3/4	3100	150	1400	90	20
1	5800	250	-	-	-

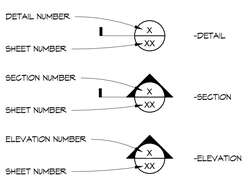
1. ANCHOR DIAMETER REFERS TO THE THREAD SIZE FOR THE WEDGE CATEGORIES AND TO THE ANCHOR OUTSIDE DIAMETER FOR THE SLEEVE CATEGORY.
2. APPLY PROOF TEST LOADS TO WEDGE AND SLEEVE ANCHORS WITHOUT REMOVING THE NUT IF POSSIBLE. IF NOT, REMOVE NUT AND INSTALL A THREADED COUPLER TO THE SAME TIGHTNESS AS THE ORIGINAL NUT USING A TORQUE WRENCH TO APPLY THE TEST LOAD.
3. FOR SLEEVE ANCHORS VERIFY THAT THE ANCHOR IS NOT PREVENTED FROM WITHDRAWING BY A BASEPLATE OF OTHER FIXTURES. IF RESTRAINT IS FOUND, LOOSEN AND SHIM OR REMOVE FIXTURE(S) PRIOR TO TESTING.
4. REACTION LOADS FROM TEST FIXTURES MAY BE APPLIED CLOSE TO THE ANCHOR BEING TESTED, PROVIDED THE ANCHOR IS NOT RESTRAINED FROM WITHDRAWING BY THE FIXTURE(S).
5. TEST INSTALLED ANCHORS PER 2022 C.B.C. SECTION 1913A.7.
6. TEST EQUIPMENT (INCLUDING TORQUE WRENCHES) IS TO BE CALIBRATED BY AN APPROVED TESTING LABORATORY IN ACCORDANCE WITH STANDARD RECOGNIZED PROCEDURES.
7. THE FOLLOWING CRITERIA APPLY FOR THE ACCEPTANCE OF INSTALLED ANCHORS:
   a. HYDRAULIC RAM METHOD: THE ANCHOR SHALL HAVE NO OBSERVABLE MOVEMENT AT THE APPLICABLE TEST LOAD. FOR WEDGE AND SLEEVE TYPE ANCHORS, A PRACTICAL WAY TO DETERMINE OBSERVABLE MOVEMENT IS THAT THE WASHER UNDER THE NUT BECOMES LOOSE.
   b. TORQUE WRENCH METHOD: THE APPLICABLE TEST TORQUE MUST BE REACHED WITHIN THE FOLLOWING LIMITS:
      1. WEDGE OR SLEEVE TYPE: ONE-HALF (1/2) TURN OF THE NUT.
      2. ONE QUARTER (1/4) TURN OF THE NUT FOR THE 3/8" SLEEVE ANCHOR ONLY.
8. IF THE MANUFACTURER'S RECOMMENDED INSTALLATION TORQUE IS LESS THAN THE TEST TORQUE NOTED IN THE TABLE ABOVE, THE MANUFACTURER'S RECOMMENDED INSTALLATION TORQUE SHOULD BE USED IN LIEU OF THE TABULATED VALUES.
9. SHELL-TYPE ANCHORS SHALL NOT BE USED.
10. TESTING SHOULD OCCUR WITHIN 24 HOURS OF INSTALLATION OF THE SUBJECT ANCHORS.
11. WHEN INSTALLING POST-INSTALLED ANCHORS IN EXISTING NON-PRESTRESSED REINFORCED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. WHEN INSTALLING POST-INSTALLED ANCHORS INTO EXISTING PRESTRESSED CONCRETE (PRE- OR POST-TENSIONED), LOCATE THE PRESTRESSED TENDONS BY USING A NON-DESTRUCTIVE METHOD PRIOR TO INSTALLATION. EXERCISE EXTREME CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE TENDONS DURING INSTALLATION. MAINTAIN A MINIMUM CLEARANCE OF ONE INCH BETWEEN THE REINFORCEMENT AND THE POST-INSTALLED ANCHOR.

A7 POST-INSTALLED ANCHOR NOTES
X/S101 NOT TO SCALE

A.B.	ANCHOR BOLT	HSS	HOLLOW STRUCTURAL SECTION
ABV.	ABOVE	HT.	HEIGHT
A.C.I.	AMERICAN CONCRETE INSTITUTE	I.B.C.	INTERNATIONAL BUILDING CODE
ADDL.	ADDITIONAL	I.C.C.	INTERNATIONAL CODE COUNCIL
A.E.S.A.	ARCHITECTURAL EXPOSED STEEL	IN	INCH
A.F.P.A.	AMERICAN FOREST AND PAPER ASSOCIATION	I.D.	INSIDE DIAMETER
		INT.	INTERIOR
A.I.S.C.	AMERICAN INSTITUTE OF STEEL CONSTRUCTION	I.R.	INTERPRETATION OF REGULATIONS
		JST.	JOIST
A.I.T.C.	AMERICAN INSTITUTE OF TIMBER CONSTRUCTION	K	KIPS
		KSI	KIPS PER SQUARE INCH
ALT.	ALTERNATE	L	ANGLE
A.P.A.	AMERICAN PLYWOOD ASSOCIATION	LBS, #	POUNDS (XXX LBS, XXX#)
		LL	LIVE LOAD
ARCH.	ARCHITECT(URAL)	LLV(LLH)	LONG LEG VERTICAL (HORIZ.)
A.E.S.S.	ARCHITECTURAL EXPOSED STRUCTURAL STEEL	LOC.	LOCATION
		LSL	LAMINATED STRAND LUMBER
A.S.C.E.	AMERICAN SOCIETY OF CIVIL ENGINEERS	LT. WT.	LIGHT WEIGHT
		LVL	LAMINATED VENEER LUMBER
A.S.T.M.	AMERICAN SOCIETY FOR TESTING & MATERIALS	MAS.	MASONRY
		MAX.	MAXIMUM
A.W.S.	AMERICAN WELDING SOCIETY	M.B.	MACHINE BOLT
BLDG.	BUILDING	MFR	MANUFACTURER
BLK.	BLOCK,	MIN.	MINIMUM
BLKG.	BLOCKING	M.S.R.	MACHINE STRESS RATED
BM.	BEAM	MTL.	METAL
B.O.	BOTTOM OF	(N)	NEW
BOT.	BOTTOM	NO., #	NUMBER, (NO .XX, #XX)
C	CHANNEL	N.T.S.	NOT TO SCALE
C.B.C.	CALIFORNIA BUILDING CODE	O/, o/	OVER
CDX	C-D EXPOSURE 1	O.C.	ON CENTER
C.J.	CONSTRUCTION JOINT	O.D.	OUTSIDE DIAMETER
CL	CENTERLINE	O.H.	OPPOSITE HAND
CLG.	CEILING	OPNG.	OPENING
CLR.	CLEAR	OP.	OPPOSITE
C.M.U.	CONCRETE MASONRY UNIT	OSB	ORIENTED STRAND BOARD
COL.	COLUMN	O.S.H.P.D.	OFFICE OF STATEWIDE HEALTH PLANNING AND DEVELOPMENT
CONC.	CONCRETE		
CONN.	CONNECTION	PL.	PLATE
CONT.	CONTINUOUS	P.T.	PRESSURE TREATED
CTSK.	COUNTERSINK	PLYWD.	PLYWOOD
d	PENNY NAILS	PSF	POUNDS PER SQUARE FOOT
DBL.	DOUBLE	PSI	POUNDS PER SQUARE INCH
DEMO.	DEMOLISH	REINF.	REINFORCING
DET., DTL.	DETAIL	REQD.	REQUIRED
DF	DOUGLAS FIR	RM.	ROOM
DIA., Ø	DIAMETER	SCHED.	SCHEDULE
DIAG.	DIAGONAL	SHTG.	SHEATHING
DIM.	DIMENSION	SHT.	SHEET
DL	DEAD LOAD	SIM.	SIMILAR
DO	DITTO / DO OVER	SMS	SHEET METAL SCREWS
DP	DEEP	SPEC.	SPECIFICATION
D.S.A.	DEPARTMENT OF STATE ARCHITECT	SQ.	SQUARE
DWG	DRAWING	STGR.	STAGGER
(E)	EXISTING	STD.	STANDARD
EA.	EACH	STIFF.	STIFFENER
ELEV.	ELEVATION	STL.	STEEL
E.N.	EDGE NAILING	STRUCT.	STRUCTURAL
ENGR.	ENGINEER	SYM.	SYMMETRICAL
EQ.	EQUAL	T&B	TOP AND BOTTOM
EQUIP.	EQUIPMENT	T&G	TONGUE AND GROOVE
EXP.	EXPANSION	THK.	THICK
E.W.	EACH WAY	TL.	TOTAL LOAD
FDN.	FOUNDATION	T.O.	TOP OF
F.E.M.A.	FEDERAL EMERGENCY MANAGEMENT AGENCY	TYP.	TYPICAL
		U.N.O., U.O.N.	UNLESS NOTED OTHERWISE
F.F.	FINISH FLOOR	VERT.	VERTICAL
FIN.	FINISH	W/, W/O	WITH, WITH OUT
FLR.	FLOOR	WD	WOOD
F.N.	FIELD NAILING	W.F.	WIDE FLANGE
FRMG.	FRAMING	W.C.L.I.B.	WEST COAST LUMBER INSPECTION BUREAU
FT., FTG.	FOOT, FOOTING	WT.	WEIGHT
F.V.	FIELD VERIFY	W.W.F.	WELDED WIRE FABRIC
GA.	GAUGE	W.W.M.	WELDED WIRE MESH
GALV.	GALVANIZED	W.W.P.A.	WESTERN WOOD PRODUCTS ASSOCIATION
GLB	GLUE LAMINATED BEAM		
H.D.	HOLDDOWN		
HDR.	HEADER		
HGR.	HANGER		
HORIZ.	HORIZONTAL		

J11 ABBREVIATIONS
X/S101 NOT TO SCALE

-STEEL
-NATIVE SOIL
-MASONRY
-ENGINEERED FILL
-AGGREGATE
-GROUT
-WOOD BLOCK
-CONCRETE
-CONTINUOUS WOOD MEMBER



E11 LEGENDS AND SYMBOLS
X/S101 NOT TO SCALE

A SPECIAL INSPECTOR EMPLOYED BY THE OWNER IN ACCORDANCE WITH THE REQUIREMENTS OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 24 AND SECTION 1704A.2 OF THE 2022 C.B.C. SHALL BE REQUIRED TO INSPECT THE PORTIONS OF THE PROJECT LISTED BELOW. THE SPECIAL INSPECTOR'S DUTIES ARE SPECIFICALLY DEFINED BY TITLE 24. THE SPECIAL INSPECTOR SHALL KEEP RECORDS OF INSPECTIONS AS REQUIRED IN SECTION 1704A.2.4 OF THE 2022 C.B.C. AND SUBMIT THEIR REPORTS DIRECTLY TO D.S.A./H.C.A.I.

REQUIRED AREAS OF INSPECTION	2022 C.B.C. REFERENCES
· STEEL	SECTIONS 1705A.2.1 & 1705A.12.2 & TABLE 1705A.2.3
· CONCRETE	SECTION 1705A.3 & TABLE 1705A.3
· MASONRY	SECTIONS 1705A.4
-OCCUPANCY CATEGORY I, II OR III	TMS 402/ACI 530/ASCE 5
-OCCUPANCY CATEGORY IV	TMS 603/ACI 530.1/ASCE 6
· WOOD	SECTIONS 1705A.5 & 1705A.11.1/1705A.12.1
· SOILS	SECTION 1705A.6 & TABLE 1705A.6
· PILE FOUNDATIONS	SECTION 1705A.7 & TABLE 1705A.7
· PIER FOUNDATIONS	SECTIONS 1705A.8 & TABLE 1705A.8
· POST-INSTALLED ANCHORS	SECTION 1910A.5 & I.C.C. E.S.R. REPORTS
· EPOXY ADHESIVES	SECTION 1910A.5 & I.C.C. E.S.R. REPORTS

NOTE: FOR SPECIFIC REQUIREMENTS REGARDING SPECIAL INSPECTION FOR D.S.A. PROJECTS, SEE THE TESTING AND INSPECTION FORM FOR THIS PROJECT.

A11 SPECIAL INSPECTION NOTES
X/S101 NOT TO SCALE

CODE
2022 CALIFORNIA BUILDING CODE

RISK CATEGORY	TYPE III
ROOF LOAD:	
DEAD LOADS	15 PSF
LIVE LOAD	20 PSF
WALL LOADS:	
PARAPET WALL DEAD LOAD	5 PSF
SEISMIC LOADING CRITERIA	
SEISMIC IMPORTANCE FACTOR	1.25
MAPPED SPECTRAL ACCELERATION, MCE:	
a. Ss	0.517
b. S1	0.221
SPECTRAL RESPONSE COEFFICIENT:	
a. Fa	1.356
MAXIMUM CONSIDERED EARTHQUAKE RESPONSE ACCELERATIONS:	
a. Sms	0.701
DESIGN SPECTRAL RESPONSE ACCELERATIONS:	
a. Sds	0.467
SEISMIC DESIGN CATEGORY	D
WIND LOADING CRITERIA:	
BASIC WIND SPEED	100 MPH
EXPOSURE CATEGORY	B
VELOCITY PRESSURE EXPOSURE COEFFICIENT, Kz	0.57
TOPOGRAPHIC FACTOR, Kzt	1.00
ENCLOSURE CLASSIFICATION	ENCLOSED

J14 DESIGN CRITERIA
X/S101 NOT TO SCALE

1. ANY SUBSTITUTIONS FOR STRUCTURAL ITEMS ON APPROVED PLANS SHALL BE REVIEWED BY THE ARCHITECT AND STRUCTURAL ENGINEER PRIOR TO USE. REVIEW WILL BE BILLED ON A TIME AND MATERIALS BASIS TO CONTRACTOR WITH NO GUARANTEE THE SUBSTITUTION WILL BE ALLOWED.
2. DETAILS AND NOTES ON TYPICAL SHEETS SHALL APPLY U.N.O. DETAILS OF CONSTRUCTION NOT FULLY SHOWN SHALL BE OF THE SAME NATURE AS SHOWN FOR SIMILAR CONDITIONS. U.N.O.
3. DO NOT SCALE STRUCTURAL DRAWINGS. IF DIMENSIONS IN DRAWINGS ARE NOT CLEAR, OR DISCREPANCIES EXIST ON THE DRAWINGS OR SPECIFICATIONS, CONTACT THE ENGINEER.
4. SEE MECHANICAL, ELECTRICAL, AND/OR ARCHITECTURAL DRAWINGS FOR LOCATION AND SIZE OF PIPES, DUCTS, CONDUITS, FLOOR DRAINS, VENTS, DUCTS, DRAIN LEADERS AND OTHER SIMILAR OPENINGS NOT INDICATED ON THE STRUCTURAL DRAWINGS.
5. SEE MECHANICAL, ELECTRICAL AND/OR ARCHITECTURAL DRAWINGS FOR EMBEDMENT OF BOLTS, ANCHORS AND OTHER MISCELLANEOUS EMBEDDED ITEMS NOT SHOWN ON STRUCTURAL DRAWINGS.
6. THE DESIGN, FABRICATION AND CONSTRUCTION SHALL COMPLY WITH ACCEPTED LOCAL GOVERNING CODES OF THE PARTICULAR AREA.
7. THE CONTRACT DRAWINGS AND SPECIFICATIONS REPRESENT THE FINISHED STRUCTURE. UNLESS OTHERWISE SHOWN, THEY DO NOT INDICATE THE METHOD OF CONSTRUCTION. THE CONTRACTOR SHALL SUPERVISE AND DIRECT THE PROJECT AND SHALL BE SOLELY RESPONSIBLE FOR ALL CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES. THE CONTRACTOR WILL SOLELY AND COMPLETELY BE RESPONSIBLE FOR CONDITIONS OF THE JOB SITE, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY DURING PERFORMANCE OF THE WORK. REQUIREMENT WILL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.
8. THE DUTY OF THE ENGINEER TO CONDUCT CONSTRUCTION REVIEW OF THE CONTRACTOR'S PERFORMANCE IS NOT INTENDED TO INCLUDE REVIEW OF THE ADEQUACY OF THE CONTRACTOR'S SAFETY MEASURES IN, ON, OR NEAR THE CONSTRUCTION SITE.
9. CONSTRUCTION SHALL BE DISTINGUISHED FROM CONTINUOUS AND DETAILED INSPECTION SERVICES WHICH ARE FURNISHED BY OTHERS. THESE SUPPORT SERVICES PERFORMED BY THE ENGINEER WHETHER PERFORMED PRIOR TO, DURING, OR AFTER COMPLETION OF CONSTRUCTION ARE PERFORMED SOLELY FOR THE PURPOSE OF ASSISTING IN QUALITY CONTROL AND IN ACHIEVING CONFORMANCE WITH CONTRACT DRAWINGS AND SPECIFICATIONS, BUT THEY DO NOT GUARANTEE CONTRACTOR'S PERFORMANCE AND SHALL NOT BE CONSTRUED AS SUPERVISION OF CONSTRUCTION.
10. ALL WORK SHALL CONFORM TO THE LATEST APPLICABLE CONSTRUCTION SAFETY REQUIREMENTS OF O.S.H.A. AND ANY OTHER GOVERNMENTAL ENTITY HAVING JURISDICTION.
11. SHOP DRAWINGS:
    - SHOP DRAWINGS SHALL BE SUBMITTED PER PROJECT SPECIFICATIONS.
    - PRIOR TO SUBMISSION, THE CONTRACTOR SHALL REVIEW ALL SUBMITTALS FOR CONFORMANCE WITH THE APPROVED DOCUMENTS AND SHALL STAMP SUBMITTALS AS BEING 'REVIEWED FOR CONFORMANCE' TO APPROVED CONTRACT DOCUMENTS.
    - THE PURPOSE OF SHOP DRAWING SUBMITTALS BY THE CONTRACTOR IS TO DEMONSTRATE TO THE DESIGN TEAM THAT HE AND THE SUBCONTRACTOR UNDERSTAND THE DESIGN CONCEPT BY INDICATING WHICH MATERIAL HE INTENDS TO FURNISH AND INSTALL, AND BY DETAILING THE FABRICATION AND INSTALLATION METHODS HE INTENDS TO USE.
    - DESIGN DOCUMENTS ARE NOT SHOP DRAWINGS AND SHALL NOT BE SUBMITTED AS SUCH.
12. ALL NOTES SPECIFIED ON PLANS AND IN DETAILS WITH THE WORD "TYPICAL" FOLLOWED BY **BOLD AND UNDERLINED** TEXT REFER TO THE TYPICAL PROJECT DETAILS ON S1 SERIES SHEETS. TYPICAL DETAILS ARE NOT SPECIFICALLY REFERENCED ON PLANS AND SPECIFIC DETAIL U.N.O.

J14 GENERAL PROJECT NOTES
X/S101 NOT TO SCALE

DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

SHEET INCLUDED FOR REFERENCE ONLY

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STATE OF CALIFORNIA

Architect

Community Day School Modernization
Merced City Unified School District
Merced, CA, 95340
Project

TYPICAL INFORMATION
TYPICAL PROJECT NOTES AND DETAILS
Drawing

No.	Revision/Submission	Date

Revision

Designed By: GR
Drawn By: GR
Checked By: SOC
Reviewed By SOC

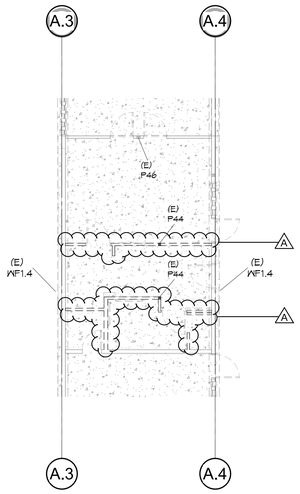
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Scale: As indicated
Project Number: 2533
Date: 11/19/2025

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ADA-SX01

11/13/2025 7:53:41 AM
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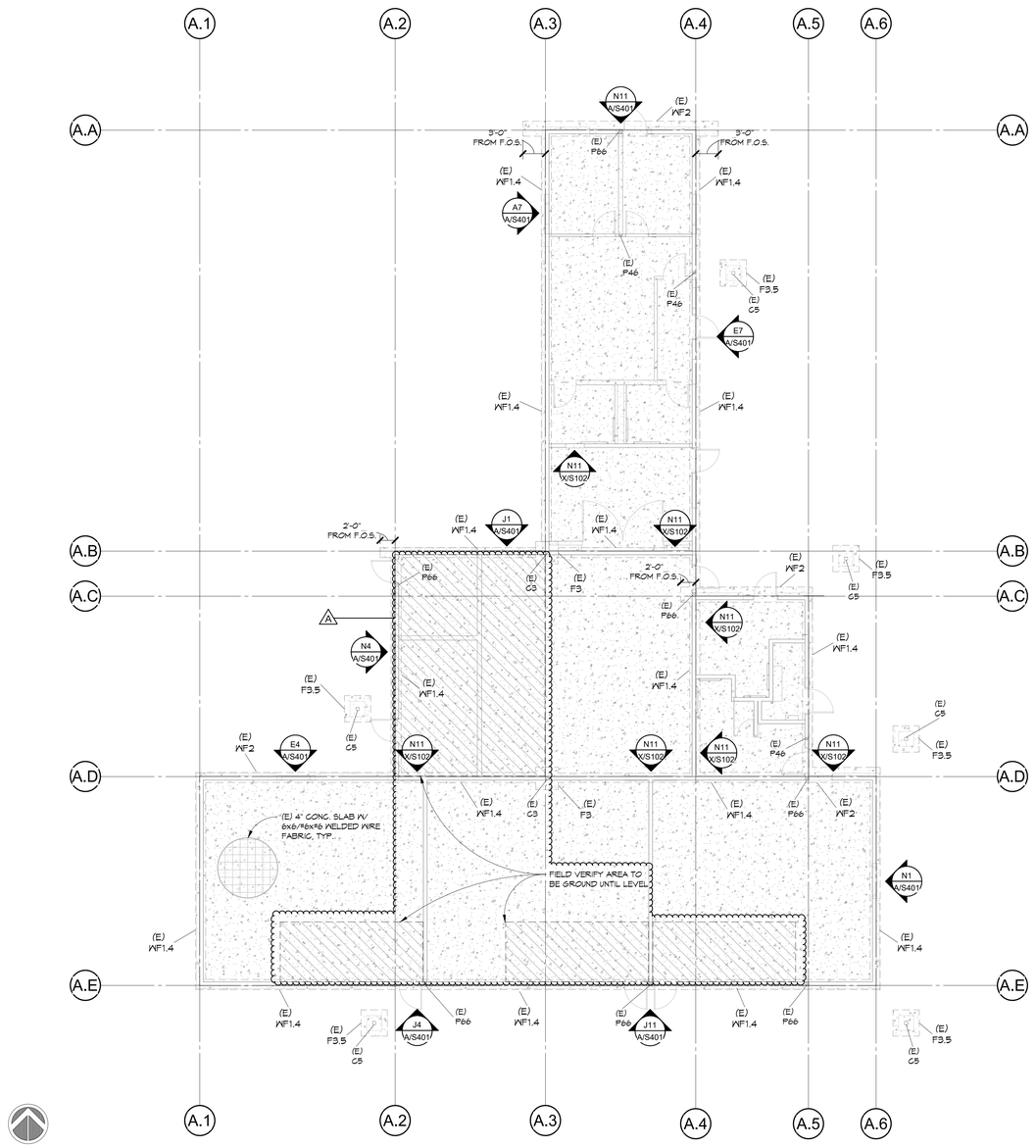
LEGEND:

(E) INTERIOR WALL TO BE DEMOLISHED

(E) POST TO BE DEMOLISHED

J1 DEMO FOUNDATION PLAN

A/S401 | A/S201 | 1/8" = 1'-0"



E4 FOUNDATION PLAN

A/S401 | A/S201 | 1/8" = 1'-0"

BEARING WALL. ALL BEARING, EXTERIOR AND SHEAR WALLS SHALL BE 2x6 STUDS @ 16"O.C., U.N.O. SEE TYPICAL **WALL FRAMING AT OPENINGS FOR WOOD FRAMING** DETAIL.

NON-BEARING WALL. PROVIDE 2x STUDS @ 16"O.C. SEE ARCHITECTURAL PLANS FOR THICKNESS OF STUDS REQUIRED. SEE TYPICAL **NON-BEARING WALL** DETAIL FOR TOP OF WALL CONNECTION.

"XX" AS INDICATED ON PLAN. SEE TYPICAL **SCHEDULES** AS FOLLOWS:
C# - COLUMN SCHEDULE
P# - PILASTER SCHEDULE
W# - WALL SCHEDULE
F# - FOUNDATION SCHEDULE

F.F. +X'-X" FINISHED FLOOR (F.F.) OR TOP OF FRAMING (T.O.F.). +X'-X" IS THE DISTANCE FROM FINISHED FIRST FLOOR, UNLESS NOTED OTHERWISE.

DEPRESSED SLAB. SEE ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION.

CONCRETE SLAB. PROVIDE 4" THICK MINIMUM SLAB WITH #3 @ 18" O.C. EACH WAY, U.N.O. SEE TYPICAL **FOUNDATION AND CONCRETE NOTES** AND ARCHITECTURAL DRAWINGS FOR SUB-GRADE AND VAPOR BARRIER INFORMATION.

ROOF SHEATHING. PROVIDE 5/8" THICK SHEATHING WITH 8d NAILS @ 6-6-12, U.N.O. SEE TYPICAL **ROOF SHEATHING** DETAIL.
- FIELD
- PANEL EDGE
- CONTINUOUS PANEL EDGE & BOUNDARY

N14 WOOD LEGEND

A/S201 | NOT TO SCALE

1. SEE TYPICAL SHEETS FOR ALL GENERAL AND MATERIAL NOTES, AND ALL TYPICAL SCHEDULES AND DETAILS. THE INFORMATION ON THE TYPICAL SHEETS APPLY TO THE PROJECT AND ARE NOT SPECIFICALLY REFERENCED ON PLAN WORK, UNLESS NOTED OTHERWISE. IF TYPICAL DETAILS ARE SPECIFIED ON PLANS OR NOTES, THEY WILL BE REFERENCED WITH THE WORD 'TYPICAL' FOLLOWED BY **BOLD AND UNDERLINED** TEXT STATING THE TITLE OF THE TYPICAL DETAIL OR NOTE.
2. ALL DIMENSIONS SHOWN ARE TO FACE OF EXTERIOR WALLS, CENTER OF COLUMN OR CENTER OF INTERIOR WALLS UNLESS NOTED OTHERWISE. EDGE OF SLAB AT PERIMETER OF BUILDING SHALL BE INDICATED IN SPECIFIC DETAILS AND ARCHITECTURAL. VERIFY ALL BUILDING DIMENSIONS WITH ARCHITECTURAL PLANS PRIOR TO CONSTRUCTION. NOTIFY THE ARCHITECT IMMEDIATELY IF THERE ARE ANY CONFLICTS WITH THE DIMENSIONS SHOWN.
3. ALL UNCLEAR AND/OR MISSING DETAILS SHALL BE BROUGHT TO THE STRUCTURAL ENGINEER'S ATTENTION BEFORE PROCEEDING WITH CONSTRUCTION.
4. ALL PAD AND CONTINUOUS FOOTINGS ARE TO BE CENTERED ON WALLS AND COLUMNS ABOVE UNLESS NOTED OTHERWISE.
5. SEE CIVIL AND/OR ARCHITECTURAL SITE PLAN FOR LOCATION AND DIMENSIONS OF SIDEWALKS, MOW STRIPS, PLANTERS AND OTHER LANDSCAPING FEATURES.
6. SEE ARCHITECTURAL AND PLUMBING PLANS FOR LOCATION OF ALL PIPING AND DRAINS. SEE TYPICAL DETAILS FOR STRUCTURAL REQUIREMENTS AT LOCATIONS WHERE PIPES INTERSECT OR ALIGN NEXT TO FOOTINGS AND SLABS.
7. ALL EMBEDDED ITEMS SHALL BE IN PLACE AND SECURED PRIOR TO POURING OF CONCRETE.
8. ALL SILL PLATE ANCHOR BOLTS SHALL BE SIZED, SPACED, PLACED, AND HAVE THE WASHER AND MATERIAL FINISH AS SPECIFIED IN THE **WOOD NOTES**.
9. CONTRACTOR SHALL SUBMIT CONTROL JOINT PLAN FOR APPROVAL PRIOR TO POURING SLAB. SEE TYPICAL **CONTROL JOINT** DETAIL FOR ADDITIONAL INFORMATION.
10. ALL EXTERIOR WALLS SHALL HAVE 15/32" SHEATHING WITH 10d @ 6"O.C. E.N. AND 10d @ 12"O.C. F.N., UNLESS NOTED OTHERWISE. SEE **WOOD NOTES** FOR SHEATHING MATERIAL.
11. ALL TOP OF FOOTINGS SHALL BE 1'-0" BELOW FINISH SLAB, UNLESS NOTED OTHERWISE.
12. ALL ITEMS ARE NEW UNLESS NOTED OTHERWISE.

J14 WOOD FOUNDATION NOTES

A/S201 | NOT TO SCALE

STRUCTURAL COLUMN SCHEDULE

MARK	TYPE	COMMENTS
(E) C3	(E) Pipe35TD	
(E) C5	(E) HSS5X5X1/4	
(E) P44	(E) 4x4	
(E) P46	(E) 4x6	
(E) P66	(E) 6x6	

STRUCTURAL FOUNDATION SCHEDULE

MARK	TYPE	REINFORCEMENT
(E) F3	3'-0" SQ. x 1'-2" DEEP FOOTING	(3) #5 EA. WAY @ BOTTOM
(E) F3.5	3'-6" SQ. x 1'-2" DEEP FOOTING	(3) #5 EA. WAY @ BOTTOM
(E) WF1.4	1'-4" WIDE x 1'-0" DEEP CONT.	(2) #5 @ TOP & BOTTOM
(E) WF2	2'-0" WIDE x 1'-0" DEEP CONT.	(2) #5 @ TOP & BOTTOM

DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

SHEET INCLUDED FOR REFERENCE ONLY

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Community Day School Modernization
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BUILDING A
FOUNDATION PLAN

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Architect

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A/S201

ADA-SX02

11/13/2025 7:53:38 AM
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GENERAL NOTES :

1. THE INTENT OF THE DRAWING AND SPECIFICATIONS IS TO CONSTRUCT THE BUILDING IN ACCORDANCE WITH THE 2022 EDITION OF TITLE 24, CALIFORNIA CODE OF REGULATIONS. CHANGES TO THE STRUCTURAL, ACCESSIBILITY OR FIRE AND LIFE-SAFETY PORTIONS OF THE APPROVED PLANS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR CONSTRUCTION CHANGE DOCUMENT AS REQUIRED IN SECTION 4-338, PART 1, TITLE 24, CCR, AND SHALL BE SUBMITTED TO AND APPROVED BY DSA PRIOR TO COMMENCEMENT OF THE WORK. DOCUMENTS SHALL BE PREPARED AND SUBMITTED TO DSA IN COMPLIANCE WITH DSA INTERPRETATION OF REGULATION IR A-6.

2. LAYOUT OF MATERIALS, EQUIPMENT AND SYSTEMS IS GENERALLY DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED. SOME WORK MAY BE SHOWN OFFSET FOR CLARITY. THE HVAC BUILDING PLANS HAVE BEEN PREPARED TO MATCH THE ARCHITECTURAL PLANS. IF DIFFERENCES OCCUR, THE ARCHITECTURAL PLANS ARE TO TAKE PRECEDENCE. THE ACTUAL LOCATIONS OF ALL MATERIALS, PIPING, DUCTWORK, FIXTURES, EQUIPMENT, SUPPORTS, ETC. SHALL BE CAREFULLY PLANNED, PRIOR TO INSTALLATION OF ANY WORK, TO AVOID ALL INTERFERENCE WITH EACH OTHER, OR WITH STRUCTURAL, ELECTRICAL, ARCHITECTURAL, OR OTHER ELEMENTS. ALL DUCT AND PIPE OFFSET ELBOWS FOR COORDINATION BETWEEN TRADES ARE NOT SHOWN. CONTRACTOR SHALL INCLUDE SUFFICIENT FUNDS FOR THE COORDINATION OFFSETS IN THE BID. VERIFY THE PROPER VOLTAGE AND PHASE OF ALL EQUIPMENT WITH THE ELECTRICAL PLANS. ALL CONFLICTS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT AND THE ENGINEER PRIOR TO THE INSTALLATION OF ANY WORK OR THE ORDERING OF ANY EQUIPMENT.

3. WHEN INSTALLING DRILLED-IN ANCHORS AND/OR POWDER-DRIVEN PINS IN EXISTING NON-PRESTRESSED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. WHEN INSTALLING THEM INTO EXISTING PRESTRESSED CONCRETE (PRE- OR POST-TENSIONED), LOCATE THE PRESTRESSED TENDONS BY USING A NON-DESTRUCTIVE METHOD PRIOR TO INSTALLATION. EXERCISE EXTREME CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE TENDONS DURING INSTALLATION. MAINTAIN A MINIMUM CLEARANCE OF ONE INCH BETWEEN THE REINFORCEMENT AND THE DRILLED-IN ANCHOR AND/OR PIN.

4. ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. WHERE THERE NO DETAIL IS INDICATED, 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 CHAPTERS 13, 26 AND 30.

1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER.
3. MOVABLE EQUIPMENT WHICH IS STATIONED IN ONE PLACE FOR MORE THAN 8 HOURS AND HEAVIER THAN 400 POUNDS ARE REQUIRED TO BE ANCHORED WITH TEMPORARY ATTACHMENTS.

THE ATTACHMENT OF THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT NEED NOT BE DETAILED ON THE PLANS. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT.

A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER 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 THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

FOR THOSE ELEMENTS THAT DO NOT REQUIRE DETAILS ON THE APPROVED DRAWINGS, THE INSTALLATION SHALL BE SUBJECT TO THE APPROVAL OF THE STRUCTURAL ENGINEER OF RECORD AND THE DSA DISTRICT STRUCTURAL ENGINEER. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.

5. 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 SECTION 13.3 AS DEFINED IN ASCE 7 SECTION 13.6.5, 13.6.6, 13.6.7, 13.6.8, AND 2022 CBC, SECTIONS 1617A.1.24, 1617A.1.25, 1617A.1.26.

THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. THE MEP DESIGN PROFESSIONAL ENGINEER RESPONSIBLE FOR THE CONTENT ON THE SHEETS HAS VERIFIED THAT THE DESIGN METHODS IDENTIFIED BELOW ARE IN ACCORDANCE WITH DSA IR16-13.

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

MP ☒ MD ☒ PP ☐ E ☐ — OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.

MP ☐ MD ☐ PP ☐ E ☐ — OPTION 2: SHALL COMPLY WITH THE APPLICABLE OSHPD OPM, WITHIN PROJECT SUBMITTAL.

MP ☐ MD ☐ PP ☐ E ☐ — OPTION 3: SHALL COMPLY WITH THE APPLICABLE OSHPD OPM, DEFERRED SUBMITTAL

6. PENETRATIONS THROUGH FIRE RATED WALLS, FLOOR/CEILING, AND ROOF/CEILING ASSEMBLIES SHALL BE SEALED USING AN APPROVED SYSTEM CAPABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASES WHEN SUBJECTED TO THE REQUIREMENTS OF THE TEST STANDARD SPECIFIC TO FIRE STOPS PER 2022 CBC SECTION 714. THIS INCLUDES EXISTING PIPE AND CONDUIT THROUGH NEW ASSEMBLIES. CUSTOM DESIGNED SYSTEMS WHICH COMBINE COMPONENTS FROM DIFFERENT APPROVED SYSTEMS BUT HAVE NOT BEEN TESTED AS A COMPLETE ASSEMBLY WILL NOT BE ACCEPTABLE. FOR FIRE STOPS FOR PIPE PENETRATIONS SEE SPECIFICATIONS.

7. DUCTWORK SIZES SHOWN ARE INSIDE CLEAR DIMENSIONS. WHERE ACOUSTIC LINING IS SHOWN, INCREASE EACH SHEET METAL DIMENSION TO ACCOMMODATE LINING & MAINTAIN CLEAR INSIDE DUCT DIMENSIONS SHOWN.

8. SA DUCTWORK SHALL BE 1" PRESSURE CLASS, AND RA & EA DUCTWORK SHALL 1" PRESSURE CLASS UNLESS OTHERWISE NOTED.

9. ALL DIFFUSERS ARE 4-WAY DISTRIBUTION UNLESS OTHERWISE NOTED ON THE PLANS.

10. A DSA CERTIFIED PROJECT INSPECTOR (CLASS 2) EMPLOYED BY THE DISTRICT & APPROVED BY DSA SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-338, PART 1, TITLE 24, CCR.

11. A DSA ACCEPTED TESTING LABORATORY DIRECTLY EMPLOYED BY THE DISTRICT SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.

AIR CONDITIONING LEGEND

SYMBOL	ITEM	ABBR
	ROUND DUCT	Ø
	FLAT OVAL DUCT	⟺
	SHEET METAL DUCT	—
	ACOUSTIC LINING FOR DUCT OR GRILLES	(L)
	SUPPLY AIR DUCT DROP	—
	RETURN AIR DUCT DROP	—
	EXHAUST DUCT AIR DROP	—
	SUPPLY AIR DUCT RISE	—
	RETURN AIR DUCT RISE	—
	EXHAUST AIR DUCT RISE	—
	TURNING VANES	TV
	EXTRACTOR	—
	VOLUME CONTROL DAMPER W/LOCKING QUADRANT	VCD
	OPPOSED BLADE DAMPER	OBD
	BACKDRAFT DAMPER	BDD
	VOLUME CONTROL DAMPER W/ REMOTE REGULATOR	VCR
& ■	FIRE/SMOKE DAMPER WITH ACCESS PANEL	F/SD
& ▲	FIRE DAMPER WITH ACCESS PANEL	FD
& ◆	SMOKE DAMPER WITH ACCESS PANEL	SD
CFM	CUBIC FEET OF AIR PER MINUTE	CFM
M	EMS MOTORIZED DUCT DAMPER/ PIPE VALVE ACTUATOR	—
T	THERMOSTAT @ +4'-0" TOP OF BOX	T'STAT
H	HUMIDISTAT @ +4'-0" TOP OF BOX	H'STAT
C	CO_2 SENSOR @ +4'-0" TOP OF BOX	CO_2
T	EMS TEMPERATURE SENSOR @ +4'-0" TOP OF BOX	—
H	EMS HUMIDITY SENSOR @ +4'-0" TOP OF BOX	—
C	EMS CO_2 SENSOR @ +4'-0" TOP OF BOX	CO_2
SP	EMS STATIC PRESSURE SENSOR	SP
DP	EMS DIFFERENTIAL PRESSURE SENSOR	DP
CS	EMS CURRENT SENSOR	CS
	DIRECTION OF FLOW	—
	SUPPLY AIR	SA
	RETURN AIR	RA
	EXHAUST AIR	EA
	OUTSIDE AIR	OSA
	PIPE/DUCT TURN DOWN	—
	PIPE/DUCT TURN UP	—
	POINT OF CONNECTION	POC
	EXISTING (DESIGNATED)	(E)
	NEW (DESIGNATED)	(N)
SD	DUCT SMOKE DETECTOR	SD
A/V	AUDIBLE/VISUAL ALARM	A/VA
	BYPASS TIMER	BPT
—EMS—	ENERGY MANAGEMENT SYSTEM CABLE IN CONDUIT	EMS

PACKAGE HEAT PUMP SCHEDULE

DESIGNATION		HP 1	HP 2	HP 3	HP 4	HP 5
VOLTS/PHASE		208-230 / 3	208-230 / 3	208-230 / 3	208-230 / 3	208-230 / 3
M.C.A		28.0	28.0	28.0	28.0	23.0
M.O.C.P.		40.0	40.0	40.0	40.0	30.0
SEER/SEER2 @ AHRI		16.8 / 16.2	16.8 / 16.2	16.8 / 16.2	16.8 / 16.2	16.8 / 16.2
EER/EER2 @ AHRI		13.5 / 12.8	13.5 / 12.8	13.5 / 12.8	13.5 / 12.8	13.5 / 12.8
BLOWER	SUPPLY AIR (CFM)	1,600	1,600	1,600	1,600	1,200
	EXT. SP (IN. WC)	0.8	0.8	0.8	0.8	0.8
	MAX-MIN OSA / MIN-MIN OSA	480 / 296	480 / 296	480 / 296	425 / 296	260 / 260
	HP	3	3	3	3	3
	RPM	890	890	890	890	829
	DRIVE	DIRECT	DIRECT	DIRECT	DIRECT	DIRECT
COOLING	SENSIBLE (MBH)	44.8	44.8	44.8	44.8	31.5
	TOTAL (MBH)	44.8	44.8	44.8	44.8	32.0
	EADB/EAWB (°F)	85.0 / 66.0	85.0 / 66.0	85.0 / 66.0	85.0 / 66.0	82.0 / 65.0
	AMBIENT AIR (°F)	105	105	105	105	105
	UNIT DISCH. TEMP (°F)	58.5	58.5	58.5	58.5	58.3
	REFRIG. TYPE / CLASS	R454B / A2L	R454B / A2L	R454B / A2L	R454B / A2L	R454B / A2L
	TONS OF REFRIGERATION	4	4	4	4	3
NAT GAS HEAT	INPUT (MBH)	80	80	80	80	80
	OUTPUT (MBH)	65	65	65	65	65
	EAT (°F)	70	70	70	70	70
	LAT (°F)	107	107	107	107	119
	STAGES	2	2	2	2	2
HEAT PUMP HEAT	CAPACITY @ 47 DEG.(MBH)	43.10	43.10	43.10	43.10	32.53
	HSPF / HSPF2	8.50 / 7.20	8.50 / 7.20	8.50 / 7.20	8.50 / 7.20	8.50 / 7.20
	COP / COP2 @ 47°F	3.80 / 3.74	3.80 / 3.74	3.80 / 3.74	3.80 / 3.74	3.80 / 3.80
	COP / COP2 @ 17°F	2.46 / 2.42	2.46 / 2.42	2.46 / 2.42	2.46 / 2.42	2.46 / 2.42
	EAT (°F)	70	70	70	70	70
	LAT (°F)	99	99	99	99	99
FILTERS	QUANTITY / SIZE	4 / 20x20x2	4 / 20x20x2	4 / 20x20x2	4 / 20x20x2	4 / 20x20x2
	TYPE	MERV13	MERV13	MERV13	MERV13	MERV13
	P.D (IN WC)	0.03	0.03	0.03	0.03	0.03
MANUFACTURER		TRANE	TRANE	TRANE	TRANE	TRANE
UNIT TYPE		HEAT PUMP / HYBRID HEAT GAS	HEAT PUMP / HYBRID HEAT GAS	HEAT PUMP / HYBRID HEAT GAS	HEAT PUMP / HYBRID HEAT GAS	HEAT PUMP / HYBRID HEAT GAS
MODEL NUMBER		DHK048A3S0L	DHK048A3S0L	DHK048A3S0L	DHK048A3S0L	DHK036A3S0L
LOCATION		ROOFTOP	ROOFTOP	ROOFTOP	ROOFTOP	ROOFTOP
OPER. WT (LBS)		1,105	1,105	1,105	1,105	1,075
ACCESSORIES		1, 2, 3, 4, 5	1, 2, 3, 4, 5	1, 2, 3, 4, 5	1, 2, 3, 4, 5	1, 2, 3, 4

1. MODULATING TITLE 24 COMPLIANT POWER EXHAUST AND ECONOMIZER, REQUIRES SEPARATE POWER AND DISCONNECT.
   POWER REQUIREMENTS: 208-230V/3 PH, 3.9 FLA, 4.9 MCA, 8.8 MOCP. (WEIGHT INCLUDED IN WEIGHT LISTED ABOVE).
2. FACTORY ADAPTER CURB PROVIDED BY MECHANICAL CONTRACTOR; ADDS APPROX. 235 LBS TO OPERATING WEIGHT
3. 2-STAGE DIRECT DRIVE, HERMETICALLY SEALED DUAL SCROLL COMPRESSORS
4. HYBRID HEAT GAS TO BE UTILIZED DURING DEFROST AND WHEN OUTDOOR TEMP FALLS BELOW HEAT PUMP LOCKOUT SET POINT
5. DEMAND CONTROL VENTILATION w/ CO_2 SENSORS BY EMS

EXHAUST FAN SCHEDULE

DESIGNATION		EF 1	EF 2	EF 3	EF 4	EF 5
VOLTS / PHASE		115 / 1	115 / 1	115 / 1	115 / 1	115 / 1
MCA / MOP		0.4 / 15	0.4 / 15	1.9 / 15	1.9 / 15	1.9 / 15
FLA (A)		0.29	0.29	1.50	1.50	1.50
BLOWER	CFM	75	75	200	200	200
	EXT. S.P. (IN. WC)	0.09	0.09	0.08	0.08	0.08
	HP / BHP	- / 0.004	- / 0.004	- / 0.02	- / 0.02	- / 0.02
	RPM	773	773	778	778	778
	TIP SPEED/ SONES	- / 0.6	- / 0.6	- / 1.5	- / 1.5	- / 1.5
	DISCHARGE VEL. (FPM)	889	889	185	185	185
	DRIVE	DIRECT	DIRECT	DIRECT	DIRECT	DIRECT
MANUFACTURER		GREENHECK	GREENHECK	GREENHECK	GREENHECK	GREENHECK
MODEL NUMBER		SP-LP0511-1	SP-LP0511-1	SP-A390-VG	SP-A390-VG	SP-A390-VG
TYPE		CEILING	CEILING	CEILING	CEILING	CEILING
CONTROL		I.L.w/ LIGHTS	I.L.w/ LIGHTS	I.L.w/ LIGHTS	I.L.w/ LIGHTS	I.L.w/ LIGHTS
SERVICE		109 - CUSTODIAN	108 - BOYS RR	110 - GIRLS RR	104 - STAFF RR	105 - STAFF RR
OPER. WT. (LBS)		10	10	30	30	30
ACCESSORIES		1, 2, 3	1, 2, 3	1, 2, 3	1, 2, 3	1, 2, 3

1. INTEGRATED BACKDRAFT DAMPER
2. PITCHED ROOF CAP
3. FACTORY INSTALLATION MOUNTING BRACKET

GRILLE SCHEDULE

MARK	DUTY	DESCRIPTION
A	CEILING SUPPLY	TITUS TDC (TYPE 3) LOUVER FACE SQUARE OR RECTANGULAR NECK DIFFUSER FOR STD. LAY-IN CEILING, AND NO. 26 OFF-WHITE FINISH. (18"X18" NECK ADAPTER SIZE SHOWN).
B	CEILING RETURN OR EXHAUST	TITUS CORE 50F (TYPE 3) ALUMINUM EGG CRATE REGISTER WITH 1/2" x 1/2" GRID, FOR LAY-IN CEILING, AND NO. 26 OFF-WHITE FINISH.
C	CEILING SUPPLY	TITUS TDC (TYPE 1) LOUVER FACE SQUARE OR RECTANGULAR NECK DIFFUSER FOR SURFACE MOUNTING, AND NO. 26 OFF-WHITE FINISH.

DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

FOR PLAN CHECK ONLY
LAWRENCE ENGINEERING GROUP
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REGISTERED PROFESSIONAL ENGINEER RYAN W. CARLSON No. M34846 Exp. 6-30-26 MECHANICAL STATE OF CALIFORNIA

Community Day School Modernization
Merced City Unified School District
Merced, CA, 95340
Project

MECHANICAL NOTES & SCHEDULES
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LICENSED ARCHITECT JEFFREY E. DARDEN No. C-26,207 Renl. 6-30-27 STATE OF CALIFORNIA
Architect

No.	Revision/Submission	Date

Revision

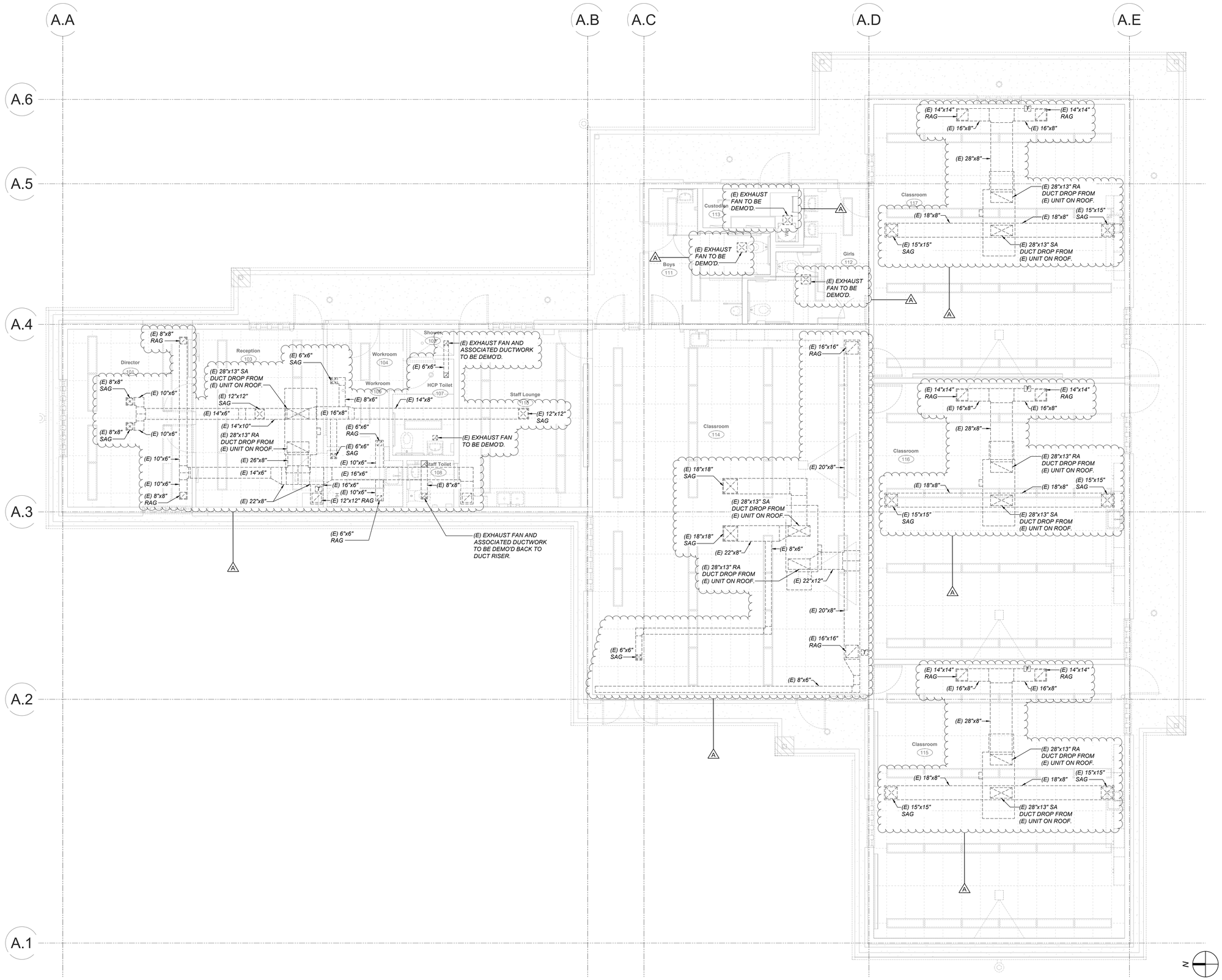
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Designed By:
Drawn By: LEG
Checked By:
Reviewed By: RC
Scale:
Project Number: 2533
Date: 10/10/25

X/M101

A1 | Mechanical Notes & Schedules

ADA-MX01



DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

SHEET NOTES:

1. *MECHANICAL CONTRACTOR TO FIELD VERIFY SIZE, & LOCATION OF ALL EXISTING DUCTWORK & REGISTERS/ GRILLES PRIOR TO ANY DEMOLITION AND REPORT ANY DISCREPANCIES TO THE M.E.O.R.*
2. *ALL EXISTING DUCTWORK TO BE DEMO'D BACK TO SA & RA DROPS FROM HVAC UNITS ON ROOF.*
3. *ALL COMPONENTS OF EXISTING EMS SYSTEM TO BE SALVAGED AND PRESERVED FOR REINSTALLATION WITH NEW HVAC SYSTEM.*

FOR PLAN CHECK ONLY
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Community Day School Modernization
Merced City Unified School District
Merced, CA, 95340
Project

MECHANICAL DEMOLITION PLAN
Drawing

darden architects
ARCHITECTURE PLANNING INTERIORS
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LICENSED ARCHITECT GEORGE E. DARDEN No. C-26,307 Ren. 6-30-27 STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date

Revision

Designed By: GW
Drawn By: LEG
Checked By: GW
Reviewed By: RC

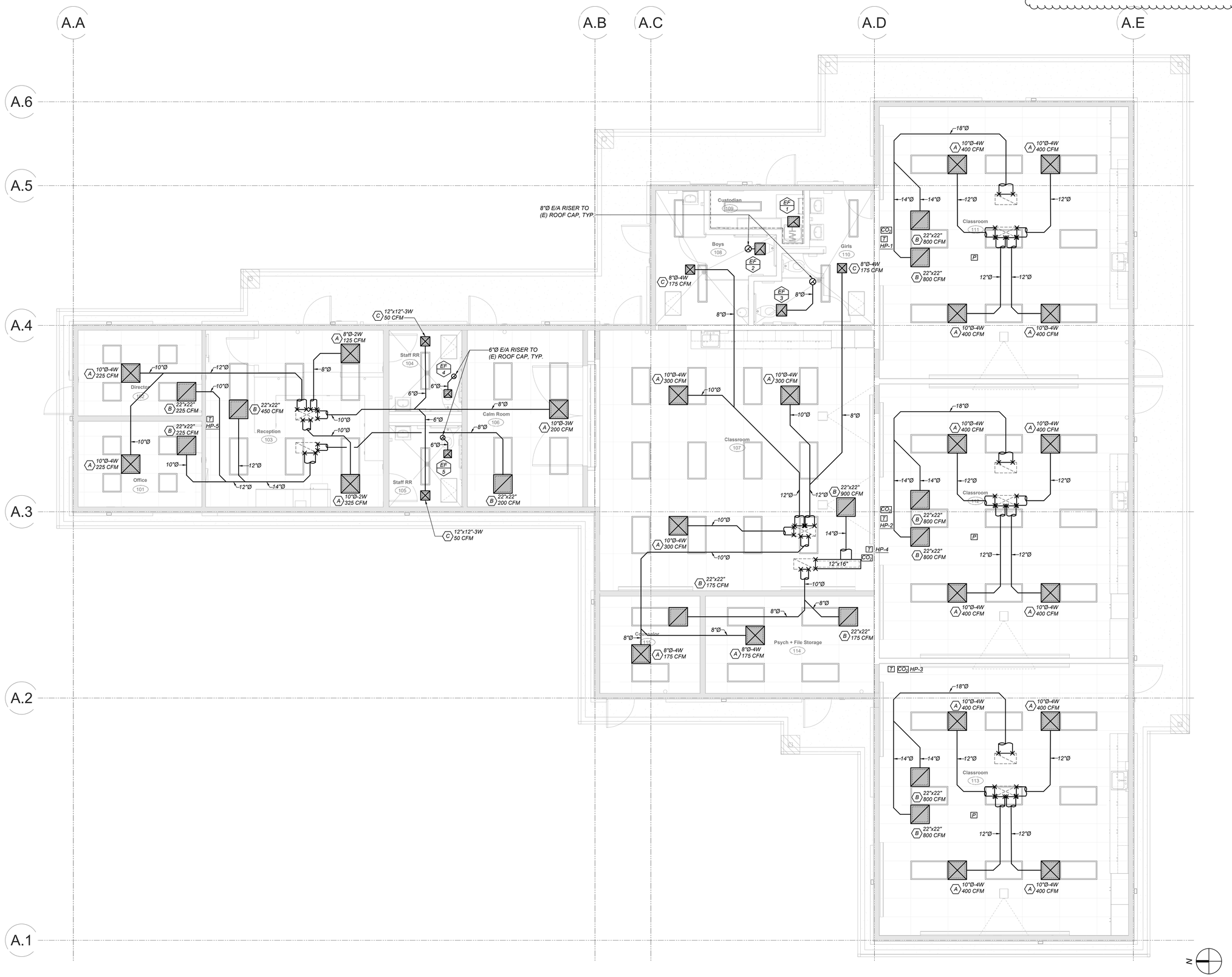
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Scale: 1/4" = 1'-0"
Project Number: 2533
Date: 10/10/25

A/M101

A1 Mechanical Demolition Plan
1/4" = 1'-0"

SHEET INCLUDED FOR REFERENCE ONLY



DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

SHEET NOTES:

1. *REFER TO DETAIL A/X/M201 FOR SUPPLY AIR DEVICES, (TYP).*
2. *REFER TO DETAIL B/X/M201 FOR RETURN/EXHAUST DEVICES, (TYP).*
3. *REFER TO DETAIL C/X/M201 FOR LAY-IN CEILING REGISTERS, (TYP).*
4. *REFER TO DETAIL D/X/M201 FOR HARD LID CEILING REGISTERS, (TYP).*
5. *REFER TO DETAIL H/X/M201 FOR DUCT PENETRATION THROUGH WALLS, (TYP).*
6. *REFER TO DETAILS E/X/M201 & F/X/M201 FOR ROUND AND RECTANGULAR DUCT SUPPORT & HANGING, (TYP).*
7. *REFER TO DETAIL J/X/M201 FOR CEILING EXHAUST FAN MOUNTING, (TYP).*
8. *EXISTING EMS CONTROLS AND COMPONENTS TO BE REINSTALLED ON NEW HVAC SYSTEM PER DISTRICT STANDARDS.*

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Community Day School Modernization
Merced City Unified School District
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MECHANICAL PLAN
Drawing

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LICENSED ARCHITECT GRANT E. DARDEN No. C-26207 Renl. 6-30-27 STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date

Revision

	Designed By: GW	Copyright 2025 Darden Architects
Scale: 1/4" = 1'-0"	Drawn By: LEG	*A/M102*
Project Number: 2533	Checked By: GW	
Date: 10/10/25	Reviewed By: RC	

A1 Mechanical Plan
1/4" = 1'-0"

ADA-MX03

2 December 2025 6:59 AM P:\2025\25087 Merced Community Day School Modernization\4-Drawings\4 M\M102 MECHANICAL PLAN.dwg gary.w

DOMESTIC WATER DEMAND AND PIPE SIZING		
WATER METER SIZE	WATER METER USED? YES	2"
TOTAL FIXTURE UNITS		39
FIXTURE UNIT GPM		46
ADDITIONAL EQUIPMENT GPM		0
TOTAL BUILDING GPM		46
MINIMUM PSI AVAILABLE AT JOBSITE		42.00
PSI FLOW LOSS THROUGH WATER METER (CHART A-1)		4.27
PSI LOSS THROUGH BACK FLOW PREVENTER (*RP = 12.0 PSI / *D.C. = 12.0 PSI.)		12.0
SITE WATER PIPE SIZE		2
TOTAL DEVELOPED LENGTH FROM METER TO BUILDING POINT OF ENTRY (FT)		60.0
SITE WATER PSI PRESSURE DROP/100' OF PIPE		1.86
TOTAL PSI MAIN LOSS FROM METER TO BUILDING		1.117
TOTAL PRESSURE AVAILABLE AT BUILDING EXTERIOR WALL		24.6
TOTAL DEVELOPED BUILDING MAIN LENGTH TO MOST REMOTE FIXTURE (FT)		86.0
TOTAL RISE FOR HEAD LOSS (FT x 0.43)	3.0	1.3
MAIN PRV PSI LOSS OR OTHER SIMILAR EQUIPMENT / MAIN PSI LOSS		0.0
PSI REQUIRED FOR GOVERNING FIXTURE		20.0
TOTAL BUILDING LOSS (PSI)		21.3
REMAINING PSI AVAILABLE (IF NEGATIVE, USE BOOSTER PUMP)		3.3
BOOSTER PUMP (PSI)		0.0
TOTAL REMAINING PSI AVAILABLE		3.3
FRICTION LOSS (PSI/100 FT.)		3.9
MAXIMUM COLD WATER VELOCITY ALLOWED (FT/S)		6.0
MAXIMUM HOT WATER VELOCITY ALLOWED (FT/S)		4.0

COLD WATER COPPER TYPE L SYSTEM					
PIPE SIZE INCHES (ID)		GPM	VELOCITY (fps)	FLUSH VALVE	FLUSH TANK
3"	2.945	-	-	-	-
2.5"	2.465	88.9	6.0	191	322
2"	1.985	57.4	6.0	67	161
1.5"	1.505	33.0	6.0	16	63
1.25"	1.265	20.7	5.3	9	31
1"	1.025	11.8	4.6	-	15
.75"	0.785	5.8	3.8	-	7
.50"	0.545	2.1	2.8	-	2

HOT WATER COPPER TYPE L SYSTEM					
PIPE SIZE INCHES (ID)		GPM	VELOCITY (fps)	FLUSH VALVE	FLUSH TANK
3"	2.945	84.7	4.0	171	300
2.5"	2.465	59.2	4.0	72	170
2"	1.985	38.2	4.0	23	80
1.5"	1.505	22.0	4.0	9	34
1.25"	1.265	15.6	4.0	-	22
1"	1.025	10.2	4.0	-	13
.75"	0.785	5.8	3.8	-	7
.50"	0.545	2.1	2.8	-	2

FUEL GAS PIPING

TABLE 1215.2(1)
SCHEDULE 40 METALLIC PIPE (NFPA 54: TABLE 6.2.1(b))[1,2]

									GAS:	NATURAL				
									INLET PRESSURE:	LESS THAN 2 psi				
									PRESSURE DROP:	0.5 in. w.c.				
									SPECIFIC GRAVITY:	0.60				
	PIPE SIZE (inch)													
NOMINAL:	⅜	¾	1	1¼	1½	2	2½	3	4	5	6	8	10	12
ACTUAL ID:	0.622	0.824	1.049	1.380	1.610	2.067	2.469	3.068	4.026	5.047	6.065	7.981	10.020	11.938
LENGTH (feet)	CAPACITY IN CUBIC FEET OF GAS PER HOUR													
10	172	360	678	1390	2090	4020	6400	11 300	23 100	41 800	67 600	139 000	252 000	399 000
20	118	247	466	957	1430	2760	4400	7780	15 900	28 700	46 500	95 500	173 000	275 000
30	95	199	374	768	1150	2220	3530	6250	12 700	23 000	37 300	76 700	139 000	220 000
40	81	170	320	657	985	1900	3020	5350	10 900	19 700	31 900	65 600	119 000	189 000
50	72	151	284	583	873	1680	2680	4740	9660	17 500	28 300	58 200	106 000	167 000
60	65	137	257	528	791	1520	2430	4290	8760	15 800	25 600	52 700	95 700	152 000
70	60	126	237	486	728	1400	2230	3950	8050	14 600	23 600	48 500	88 100	139 000
80	56	117	220	452	677	1300	2080	3670	7490	13 600	22 000	45 100	81 900	130 000
90	52	110	207	424	635	1220	1950	3450	7030	12 700	20 600	42 300	76 900	122 000
100	50	104	195	400	600	1160	1840	3260	6640	12 000	19 500	40 000	72 600	115 000
125	44	92	173	355	532	1020	1630	2890	5890	10 600	17 200	35 400	64 300	102 000
150	40	83	157	322	482	928	1480	2610	5330	9650	15 600	32 100	58 300	92 300
175	37	77	144	296	443	854	1360	2410	4910	8880	14 400	29 500	53 600	84 900
200	34	71	134	275	412	794	1270	2240	4560	8260	13 400	27 500	49 900	79 000
250	30	63	119	244	366	704	1120	1980	4050	7320	11 900	24 300	44 200	70 000
300	27	57	108	221	331	638	1020	1800	3670	6630	10 700	22 100	40 100	63 400
350	25	53	99	203	305	587	935	1650	3370	6100	9880	20 300	36 900	58 400
400	23	49	92	189	283	546	870	1540	3140	5680	9190	18 900	34 300	54 300
450	22	46	86	177	266	512	816	1440	2940	5330	8620	17 700	32 200	50 900
500	21	43	82	168	251	484	771	1360	2780	5030	8150	16 700	30 400	48 100

For SI units: 1 inch = 25 mm, 1 foot = 304.8 mm, 1 cubic foot per hour = 0.0283 m^3/h, 1 pound-force per square inch = 6.8947 kPa, 1 inch water column = 0.249 kPa

Notes: **2022 CALIFORNIA PLUMBING CODE**

[1] Table entries are rounded to 3 significant digits.

[2] NA means a flow of less than 10 ft3/h (0.283 m^3/h).

PLUMBING FIXTURE CALCULATIONS												
ROOM	FIXTURE	NO.	CW WSFU		HW WSFU		SEWER DFU		HOT WATER	HOT WATER	Grease Interceptor Sizing - DFU	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL	GPH	TOTAL GPH	UNIT	TOTAL
	WC-FV	5	5.00	25	-	-	4.00	20.00	-	-		
	LAV	5	0.75	4	0.75	4	1.00	5.00	-	-		
	UR	1	4.00	4	-	-	2.00	2.00	-	-		
	SINK	4	1.50	6	1.50	6	2.00	8.00	-	-		
SUBTOTAL / TOTAL				39		10		35.0		-		-
GPM FLOW				46		8						

GAS DEMAND FORM				
Project: Merced Community Day School Modernization				
Date: 11/13/2025				
Prepared By: Lawrence Engineering Group				
File Name: Plumbing Calculations.				
NOTE: Building Low Pressure Gas Pipe Sized Per 2022 CPC Table 1215.2(1)				
QUANTITY	EQUIPMENT	BTUH EACH	MBH EACH	TOTAL MBH	TOTAL CFH
BUILDING GAS APPLIANCES					
1	(N) UNIT (HP-1)	80000	80.0	80.0	80.0
1	(N) UNIT (HP-2)	80000	80.0	80.0	80.0
1	(N) UNIT (HP-3)	80000	80.0	80.0	80.0
1	(N) UNIT (HP-4)	80000	80.0	80.0	80.0
1	(N) UNIT (HP-5)	80000	80.0	80.0	80.0
	TOTAL DEVELOPED LENGTH = 320			400.0	400.0

GENERAL PLUMBING NOTES:

1. *THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS TO CONSTRUCT THE BUILDING IN ACCORDANCE WITH THE 2022 EDITION OF TITLE 24, CALIFORNIA CODE OF REGULATIONS. SHOULD ANY CONDITIONS DEVELOP NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WOULD NOT COMPLY WITH SAID TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CHANGE ORDER DETAILING AND SPECIFYING THE REQUESTED WORK SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE WORK.*

2. *THE APPLICABLE CODES AND REGULATIONS FOR THIS PROJECT INCLUDE, BUT ARE NOT LIMITED TO, THE FOLLOWING:*

   CALIFORNIA CODE OF REGULATIONS
   TITLE 8, INDUSTRIAL RELATIONS
   TITLE 19, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
   TITLE 24, PART 1, ADMINISTRATIVE REGULATIONS
   2022 CALIFORNIA BUILDING CODE, PART 2, TITLE 24 CCR
   2022 CALIFORNIA ELECTRICAL CODE, PART 3, TITLE 24 CCR
   2022 CALIFORNIA MECHANICAL CODE, PART 4, TITLE 24 CCR
   2022 CALIFORNIA PLUMBING CODE, PART 5, TITLE 24 CCR
   2022 CALIFORNIA FIRE CODE, PART 9, TITLE 24 CCR

   NFPA 101 2024 EDITION
   OSHA - OCCUPATIONAL SAFETY AND HEALTH ACT

3. *LAYOUT OF MATERIALS, EQUIPMENT AND SYSTEMS IS GENERALLY DIAGRAMMATIC UNLESS SPECIFICALLY DIMENSIONED. SOME WORK MAY BE SHOWN OFFSET FOR CLARITY. THE PLUMBING BUILDING PLANS HAVE BEEN PREPARED TO MATCH THE ARCHITECTURAL PLANS. IF DIFFERENCES OCCUR, THE ARCHITECTURAL PLANS ARE TO TAKE PRECEDENCE. THE ACTUAL LOCATIONS OF ALL MATERIALS, PIPING, DUCTWORK, FIXTURES, EQUIPMENT, SUPPORTS, ETC. SHALL BE CAREFULLY PLANNED, PRIOR TO INSTALLATION OF ANY WORK, TO AVOID ALL INTERFERENCE WITH EACH OTHER, OR WITH STRUCTURAL, ELECTRICAL, ARCHITECTURAL, OR OTHER ELEMENTS. ALL PIPE OFFSET ELBOWS FOR COORDINATION BETWEEN TRADES ARE NOT SHOWN. CONTRACTOR SHALL INCLUDE SUFFICIENT FUNDS FOR THE COORDINATION OFFSETS IN THE BID. VERIFY THE PROPER VOLTAGE AND PHASE OF ALL EQUIPMENT WITH THE ELECTRICAL PLANS. ALL CONFLICTS SHALL BE CALLED TO THE ATTENTION OF THE ARCHITECT AND THE ENGINEER PRIOR TO INSTALLATION OF ANY WORK OR THE ORDERING OF ANY EQUIPMENT.*

4. *WHEN INSTALLING DRILLED-IN ANCHORS AND/OR POWDER-DRIVEN PINS IN EXISTING NON-PRESTRESSED CONCRETE, USE CARE AND CAUTION TO AVOID CUTTING OR DAMAGING THE EXISTING REINFORCING BARS. WHEN INSTALLING THEM INTO EXISTING PRE-STRESSED CONCRETE (PRE- OR POST-TENSIONED), LOCATE THE PRESTRESSED TENDONS BY USING A NON-DESTRUCTIVE METHOD PRIOR TO INSTALLATION. MAINTAIN A MINIMUM CLEARANCE OF ONE INCH BETWEEN THE REINFORCEMENT AND THE DRILLED-IN ANCHOR AND/OR PIN.*

5. ***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 CHAPTERS 13, 26 AND 30.

   1. *ALL PERMANENT EQUIPMENT AND COMPONENTS.*
   2. *TEMPORARY, MOVEABLE OR MOBILE EQUIPMENT THAT THAT IS PERMANENTLY ATTACHED (E. 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 CABLE.*
   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 IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.*

   THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, 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 THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH THE ABOVE REQUIREMENTS.

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 SECTION 13.3 AS DEFINED IN ASCE 7 SECTIONS 13.6.5, 13.6.6, 13.6.7, AND 13.6.8; AND 2022 CBC SECTIONS 1617A.1.24, 1617A.1.25, 1617A.1.26.

THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEMS ARE AS NOTED BELOW. THE MEP DESIGN PROFESSIONAL ENGINEER RESPONSIBLE FOR CONTENT ON THESE SHEETS HAVE VERIFIED THAT THE DESIGN METHODS IDENTIFIED BELOW ARE IN ACCORDANCE WITH DSA IR 16-13.

MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP):

MP☐ MD☐ PP☒ OPTION 1: PROJECT SPECIFIC DESIGN.

MP☐ MD☐ PP☐ OPTION 2: DESIGN BASED ON OSHPD OPM, WITHIN PROJECT SUBMITTAL.

MP☐ MD☐ PP☐ OPTION 3: DESIGN BASED ON OSHPD OPM, DEFERRED SUBMITTAL.

6. *BRACE ALL PIPING 4" DIAMETER AND GREATER; USE Ip=1.0 FOR SEISMIC DESIGN CALCULATIONS. EXCEPTION: NATURAL GAS PIPING 1"DIAMETER AND GREATER, USE Ip=1.5 FOR SEISMIC DESIGN CALCULATIONS.*

7. *PENETRATIONS THROUGH FIRE RATED WALLS, FLOOR/CEILING, AND ROOF/CEILING ASSEMBLIES SHALL BE SEALED USING AN APPROVED SYSTEM CAPABLE OF PREVENTING THE PASSAGE OF FLAMES AND HOT GASES WHEN SUBJECTED TO THE REQUIREMENTS OF THE TEST STANDARD SPECIFIC TO FIRE STOPS PER 2022 CBC SECTION 714. THIS INCLUDES EXISTING PIPE AND CONDUIT THROUGH NEW ASSEMBLIES. CUSTOM DESIGNED SYSTEMS WHICH COMBINE COMPONENTS FROM DIFFERENT APPROVED SYSTEMS BUT HAVE NOT BEEN TESTED AS A COMPLETE ASSEMBLY WILL NOT BE ACCEPTABLE. FOR FIRE STOPS FOR PIPE PENETRATIONS SEE SPECIFICATIONS.*

8. *FIELD VERIFY THE EXACT LOCATION, DEPTH AND SIZE OF ALL NEW POINTS OF CONNECTION TO EXISTING UTILITIES PRIOR TO COMMENCING NEW UTILITY WORK.*

9. *ALL DOMESTIC WATER PIPING SHALL BE A MINIMUM OF 1/2" SIZE UNLESS NOTED OTHERWISE. USE A REDUCING DROP ELL AT FIXTURE CONNECTION WHEN APPLICABLE.*

PLUMBING LEGEND		
SYMBOL	ITEM	ABBR
	SOIL or WASTE	S or W
	VENT	V
	VENT RISER	VR
	VENT THRU ROOF	VTR
	DOMESTIC COLD WATER	CW
	DOMESTIC HOT WATER	HW
	DOMESTIC HOT WATER RETURN	HWR
—G—	LOW PRESSURE NATURAL GAS	G
—2#G—	2 PSI GAS	2#G
—5#G—	5 PSI GAS	5#G
-GSM-	GAS SERVICE MAIN BY THE LOCAL GAS UTILITY	GSM
—C—	CONDENSATE DRAIN	CD
RWL	RAIN WATER LEADER	RWL
OD	OVERFLOW DRAIN	OD
SD	STORM DRAIN	SD
IW	INDIRECT WASTE	IW
—F—	FIRE PROTECTION LINE	F
	EXISTING PIPING	(E)
(E)	EXISTING	
(N)	NEW	
	ABOVE CEILING	ABV CLG
	BELOW FLOOR	BEL FLR
	BELOW GRADE	BEL GR
	TYPICAL	TYP
	CONTINUATION	CONT
	DOWN	DN
	FLOOR CLEANOUT	FCO
	CLEANOUT TO GRADE	COTG
	WALL CLEANOUT	WCO
	PIPING TURN UP	
	PIPING TURN DOWN	
	POINT OF CONNECTION	POC
	SHUT-OFF VALVE IN BOX	SOV
	SHUT-OFF VALVE	SOV
	SHUT-OFF VALVE IN RISER	-
	SHUT-OFF VALVE IN DROP	-
	GATE VALVE	-
	BUTTERFLY VALVE	-
	GLOBE VALVE	-
	CHECK VALVE	-
	PLUG VALVE	-
	BALL VALVE	-
	BALANCE COCK	-
	REDUCER	-
	MANHOLE	MH
	FLOW LINE	FL
	UNION	-
	RELIEF VALVE	-
	BALANCING VALVE	-
	PRESSURE GAUGE	-
	THERMOMETER	-

FIRE RATING WALL LEGEND		
SYMBOL	ITEM	ABBR
— · — · —	1-HR. SHAFT RATING	—

DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

SHEET INCLUDED FOR REFERENCE ONLY

FOR PLAN CHECK ONLY
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4910 E. Clinton Way, Suite 101 Fresno, CA 93727
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REGISTERED PROFESSIONAL ENGINEER RYAN W. CARLSON No. M34846 Exp. 6-30-26 MECHANICAL STATE OF CALIFORNIA

Community Day School Modernization
Merced City Unified School District
Merced, CA, 95340
Project

TYPICAL INFORMATION
PLUMBING LEGENDS, NOTES AND CALCULATIONS
Drawing

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LICENSED ARCHITECT GRANT E. DODDS No. C-26,307 Rev. 6-30-27 STATE OF CALIFORNIA
Architect

No.	Revision/Submission	Date

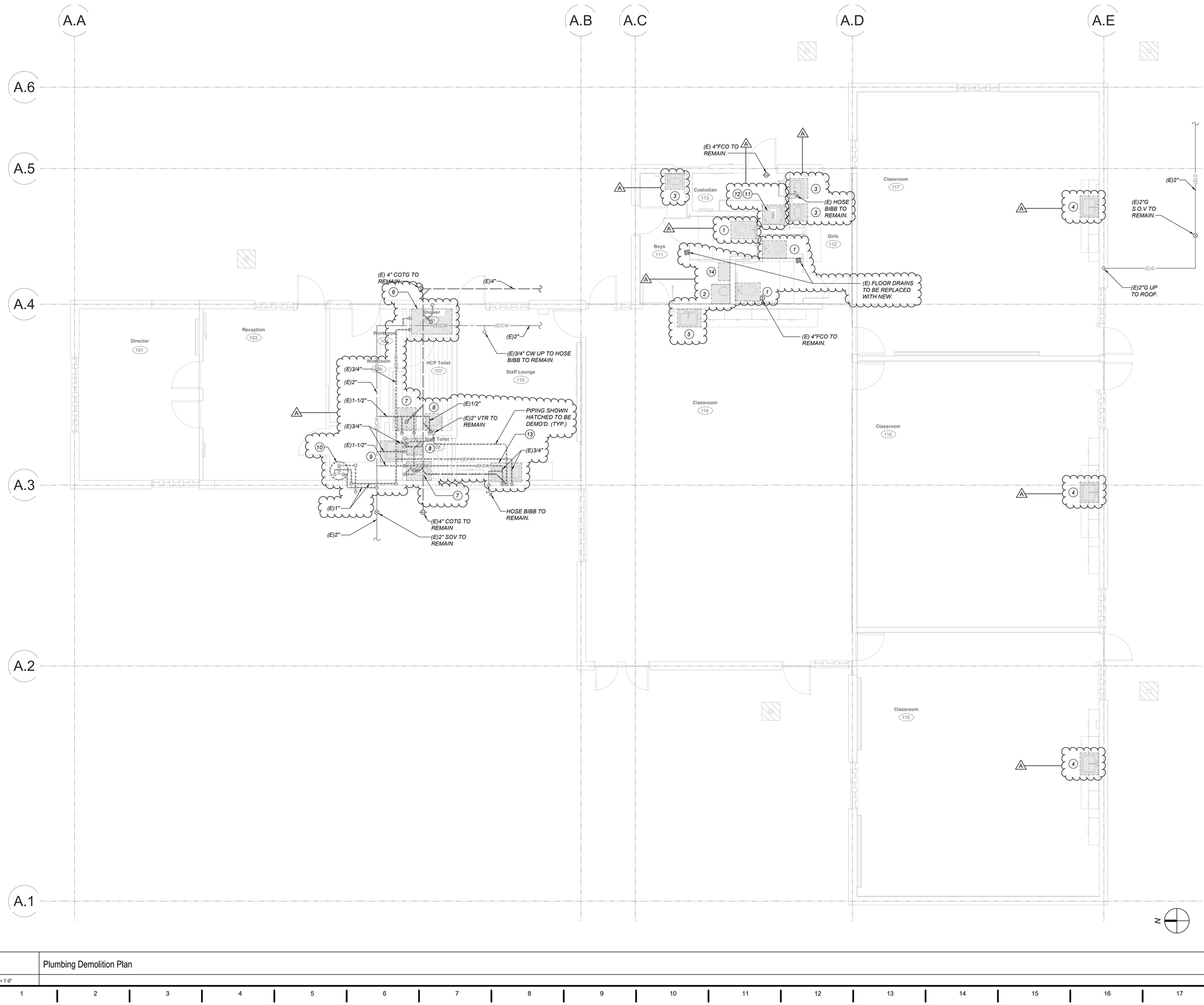
Revision

	Designed By: DG	Copyright 2025 Darden Architects
Scale: NONE	Drawn By: LEG	X/P001
Project Number: 2533	Checked By: DG	
Date: 11/19/2025	Reviewed By: RC	

A1 Plumbing Legends, Notes and Calculations

ADA-PX01

13 November 2025 5:17 PM P:\2025\2506? Merced Community Day School Modernization\4-Drawings\5 P\XP001 PLUMBING LEGEND NOTES AND CALCULATIONS.dwg dominic



DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

KEYNOTES: (THIS SHEET ONLY)

1. *DEMO AND REMOVE (E) WATER CLOSET & ROUGH-IN FOR INSTALL OF (N) WATER CLOSET. REFER TO SHEET A/P201 FOR NEW PLUMBING FIXTURE MARK, TYP.*
2. *DEMO AND REMOVE (E) URINAL. ROUGH-IN FOR INSTALL OF (N) URINAL. REFER TO SHEET A/P201 FOR NEW PLUMBING FIXTURE MARK, TYP.*
3. *DEMO AND REMOVE (E) LAVATORY. PREPARE (E) PIPING FOR INSTALL OF (N) LAVATORY. REFER TO SHEET A/P201 FOR NEW PLUMBING FIXTURE MARK, TYP.*
4. *DEMO AND REMOVE (E) SINK. ROUGH-IN FOR INSTALL OF (N) CLASSROOM SINK. REFER TO SHEET A/P201 FOR NEW PLUMBING FIXTURE MARK, TYP.*
5. *DEMO AND REMOVE (E) SINK. REMOVE UNUSED HOT WATER PIPING. ROUGH-IN FOR INSTALL OF (N) CLASSROOM SINK. REFER TO SHEET A/P201 FOR NEW PLUMBING FIXTURE MARK, TYP.*
6. *DEMO AND REMOVE (E) SHOWER AND ALL ASSOCIATED PIPING. CAP UNUSED HOT WATER PIPING. CAP SEWER AND COLD WATER TO NEAREST MAIN.*
7. *DEMO AND REMOVE (E) WATER CLOSET AND ALL ASSOCIATED PIPING. CAP SEWER AND COLD WATER TO NEAREST MAIN.*
8. *DEMO AND REMOVE (E) LAVATORY AND ALL ASSOCIATED PIPING. CAP SEWER, VENT, AND COLD WATER TO NEAREST MAIN.*
9. *DEMO AND REMOVE (E) SINK AND ALL ASSOCIATED PIPING. CAP SEWER, VENT, AND COLD WATER TO NEAREST MAIN.*
10. *DEMO AND REMOVE (E) ELECTRIC WATER HEATER AND ALL ASSOCIATED PIPING.*
11. *DEMO AND REMOVE (E) ELECTRIC WATER HEATER AND ASSOCIATED PIPING. DISCONNECT AND PREPARE EXISTING CW PIPING FOR INSTALLATION OF NEW ELECTRIC WATER HEATER.*
12. *(E) SERVICE SINK TO BE REMOVED. PREPARE EXISTING SEWER, VENT, CW PIPING FOR INSTALLATION OF NEW SERVICE SINK.*
13. *DEMO AND REMOVE (E) SINK AND ALL ASSOCIATED PIPING. CAP SEWER, VENT, AND COLD WATER TO NEAREST MAIN.*
14. *DEMO AND REMOVE EXISTING STUB OUT FROM EXISTING FIXTURE. CAP ALL PIPING BEHIND FINISHED SURFACES.*

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(559) 431-0101 25087 FAX (559) 431-1342
REGISTERED PROFESSIONAL ENGINEER RYAN W. CARLSON No. M34846 Exp. 6-30-26 MECHANICAL STATE OF CALIFORNIA

Community Day School Modernization
Merced City Unified School District
Merced, CA, 95340
Project

BUILDING A
PLUMBING DEMOLITION PLAN
Drawing

darden architects
ARCHITECTURE PLANNING INTERIORS
www.dardenarchitects.com
6790 N. West Ave. • Fresno, CA 93711 • T. 559.448.8051
LICENSED ARCHITECT DAVID E. DARDEN No. C-26,307 Ren. 6-30-27 STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date

Revision

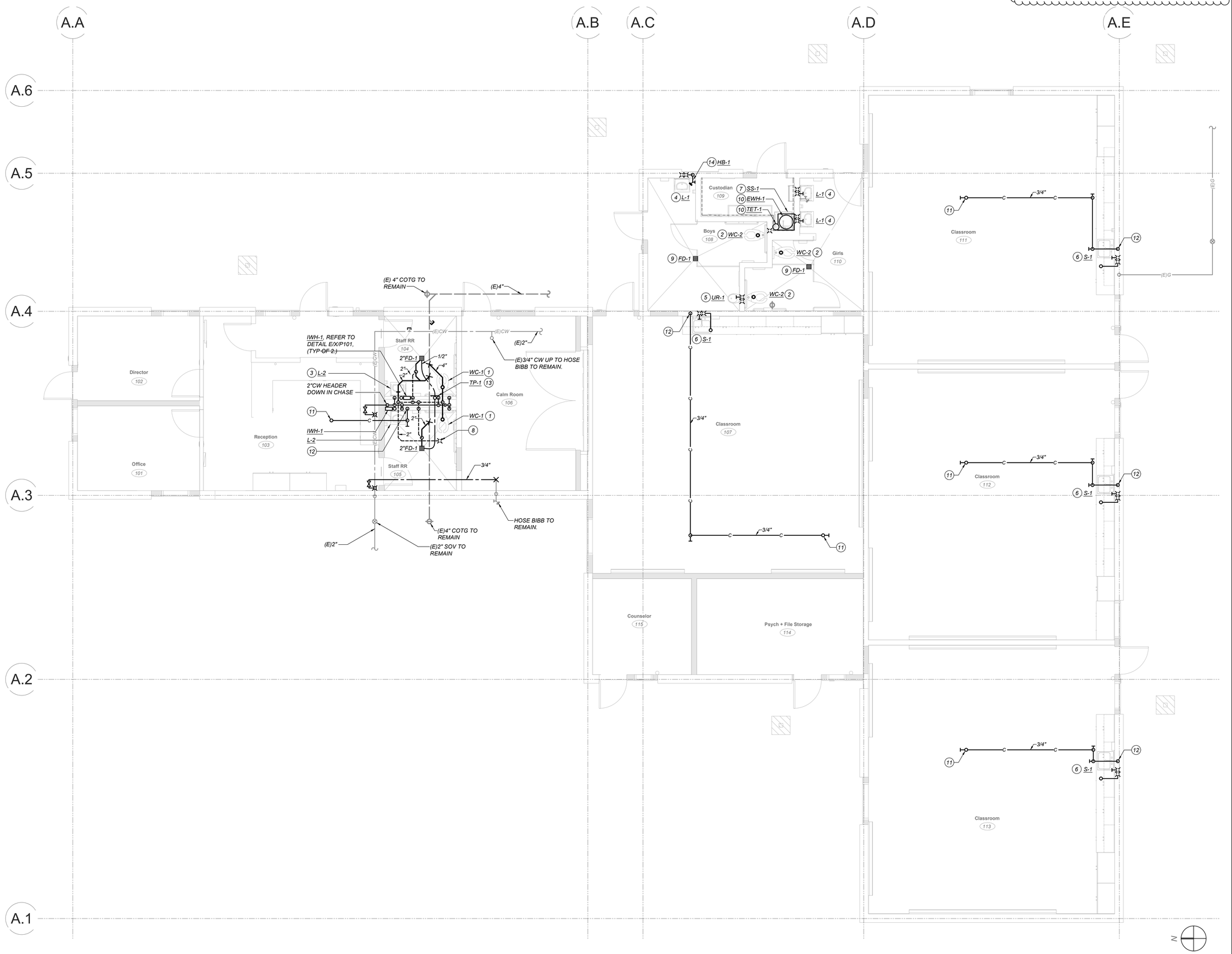
	Designed By: DG	Copyright 2025 Darden Architects
Scale: 1/4" = 1'-0"	Drawn By: LEG	*A/P101*
Project Number: 2533	Checked By: DG	
Date: 11/19/2025	Reviewed By: RC	

A1 Plumbing Demolition Plan
1/4" = 1'-0"

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ADA-PX02

SHEET INCLUDED FOR REFERENCE ONLY



DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

KEYNOTES: (THIS SHEET ONLY)

1. *WC-1, PROVIDE 1-1/2" CW, 2"V, 4"S AT EACH WATER CLOSET.*
2. *WC-1, WC-2, RECONNECT (E) VENT, SEWER AND COLD WATER TO (N) WATER CLOSET. P.O.C. (N) 1-1/2"CW TO (E) CW IN WALL. OFFSET PIPING TO (N) WATER CLOSET FLUSH VALVE CONNECTION.*
3. *L-2, 1/2"CW, 1/2"CW, 2"W, AND 2"V. PROVIDE 2" WCO. REFER TO J/X/P101 FOR WCO DETAIL.*
4. *L-1, RECONNECT (E) VENT, SEWER AND COLD WATER TO (N) LAVATORY, PROVIDE (N) 2" WCO REFER TO J/X/P101 FOR WCO DETAIL.*
5. *UR-1, MODIFY ROUGH-IN AND RECONNECT (E) VENT, SEWER AND COLD WATER TO (N) URINAL. PROVIDE 2" WCO, REFER TO J/X/P101 FOR WCO DETAIL.*
6. *S-1, RECONNECT (E) VENT, SEWER AND COLD WATER TO (N) SINK. EXTEND (N) 1/2" CW TO BUBBLER. PROVIDE 2" WCO, REFER TO J/X/P101 FOR WCO DETAIL.*
7. *SS-1, RECONNECT (E) VENT, COLD WATER AND SEWER TO (N) SERVICE SINK. PROVIDE (N) 3/4" HW CONNECTION TO (N) SERVICE SINK.*
8. *P.O.C. (N) 2"V TO (E) 2"V ABOVE CEILING. FIELD VERIFY LOCATION OF VENT.*
9. *RECONNECT (E) SEWER, VENT, AND TRAP PRIMER PIPING TO (N) FD-1. PATCH BACK FLOOR AS NEEDED.*
10. *RECONNECT (E) COLD WATER AND (N) P&T RELIEF PIPING TO (N) EWH-1. EXTEND CW PIPING TO TET-1. REFER TO DETAIL G/X/P101 FOR EQUIPMENT PIPING SCHEMATIC IN THIS AREA. REFER TO DETAILS B/X/P102 & C/X/P102 FOR PIPING PENETRATING THRU FIRE RATED WALLS.*
11. *CONDENSATE DRAIN PIPING UP TO MECHANICAL UNIT ON ROOF, TYP.*
12. *3/4" CD TO TERMINATE INTO LAVATORY TAILPIECE. REFER TO DETAIL H/X/P101.*
13. *3/4" CW DN. TO TRAP PRIMER.*
14. *PROVIDE 3/4"CW FOR HOSE BIBB INSTALLED AT 12" ABOVE FINISHED FLOOR.*

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Architect

No.	Revision/Submission	Date

Revision

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Scale: 1/4" = 1'-0"	Drawn By: LEG	*A/P201*
Project Number: 2533	Checked By: DG	
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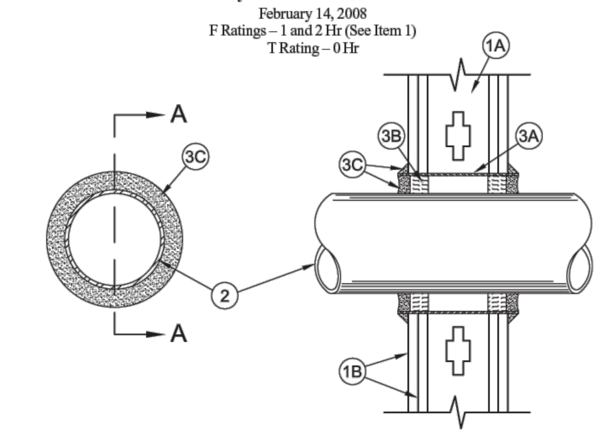
A1 Plumbing Plan
1/4" = 1'-0"

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ADA-PX03

System No. W-L-1003

February 14, 2008
F Ratings – 1 and 2 Hr (See Item 1)
T Rating – 0 Hr



1. **Wall Assembly** – The 1 or 2 hr fire-rated gypsum board/stud wall assembly shall be constructed of the materials and in the manner described in the individual U300, U400 or V400 Series Wall and Partition Design in the UL Fire Resistance Directory and shall include the following construction features:
   - A. **Studs** – Wall framing may consist of either wood studs or steel channel studs. Wood studs to consist of nom 2 by 4 in. (51 by 102 mm) lumber spaced 16 in. (406 mm) OC with nom 2 by 4 in. (51 by 102 mm) lumber end plates and cross braces. Steel studs to be min 3-1/2 in. (89 mm) wide by 1-3/8 in. (35 mm) deep channels spaced max 24 in. (610 mm) OC.
   - B. **Gypsum Board*** – Nom 5/8 in. (16 mm) thick, 4 ft (1.2 m) wide with square or tapered edges. The gypsum board type, thickness, number of layers, fastener type and sheet orientation shall be as specified in the individual U300, U400 or V400 Series Design in the UL Fire Resistance Directory. Max diam of opening is 15 in. (381 mm).

   The hourly F Rating of the firestop system is equal to the hourly fire rating of the wall assembly in which it is installed.
2. **Through Penetrant** – One metallic pipe, conduit or tubing to be installed either concentrically or eccentrically within the firestop system. The space between pipes, conduits or tubing and the steel sleeve (Item 3A) shall be min of 0 in. (point contact) to max 2-3/8 in. (60 mm). Pipe, conduit or tubing to be rigidly supported on both sides of wall assembly. The following types and sizes of metallic pipes, conduits or tubing may be used:
   - A. **Steel Pipe** – Nom 12 in. (305 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
   - B. **Iron Pipe** – Nom 12 in. (305 mm) diam (or smaller) service weight (or heavier) cast iron soil pipe, nom 12 in. (305 mm) diam (or smaller) or Class 50 (or heavier) ductile iron pressure pipe.
   - C. **Conduit** – Nom 6 in. (152 mm) diam (or smaller) steel conduit or nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing.
   - D. **Copper Tubing** – Nom 6 in. (152 mm) diam (or smaller) Type L (or heavier) copper tubing.
   - E. **Copper Pipe** – Nom 6 in. (152 mm) diam (or smaller) Regular (or heavier) copper pipe.
3. **Firestop System** – Installed symmetrically on both sides of wall assembly. The details of the firestop system shall be as follows.
   - A. **Steel Sleeve** – Cylindrical sleeve fabricated from min 0.019 in. thick (0.48 mm) galv sheet steel and having a min 2 in. (51 mm) lap along the longitudinal seam. Length of steel sleeve to be equal to thickness of wall plus 1 to 4 in. (25 to 102 mm) such that, when installed, the ends of the sleeve will project approx 1/2 to 2 in. (13 to 51 mm) beyond the surface of the wall on both sides of the wall assembly.

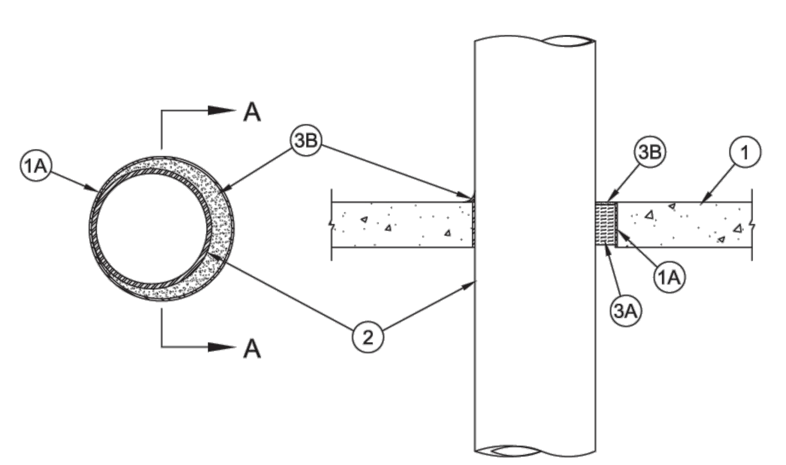
     Sleeve installed by coiling the sheet steel to a diam smaller than the through opening, inserting the coil through the openings and releasing the coil to let it uncoil against the circular cutouts in the gypsum board layers.
   - B. **Packing Material** – Min 1 in. (25 mm) thickness of mineral wool batt insulation firmly packed into steel sleeve on both sides of the wall assembly as permanent forms. Packing material to be recessed min 1/2 in. (13 mm) from end of steel sleeve (flush with or recessed into gypsum board surface) on both sides of wall assembly.
   - B1. **Packing Material** – (Not shown) – As an alternate to Item B, nom 1 in. (25 mm) thick polyethylene backer rod may be used. The backer rod is to be recessed within the steel sleeve a min of 1 in. (25 mm) from each surface of wall.
   - C. **Fill, Void or Cavity Materials* – Caulk or Sealant** – When mineral wool batt insulation is used, caulk or sealant applied to fill the steel sleeve to a min depth of 1/2 in. (13 mm) on both sides of wall assembly. When backer rod is used, a min thickness of 1 in. (25 mm) of caulk or sealant is required flush with both sides of wall. A nom 1/4 in. (6 mm) diam continuous bead of caulk or sealant shall be applied around the circumference of the steel sleeve at its egress from the gypsum board layers on both sides of the wall assembly.

     3M COMPANY – CP 25WB+, IC 15WB+ or FB-3000 WT

*Bearing the UL Classification Mark

System No. C-AJ-1366

December 04, 2008
F Rating – 2 Hr
T Rating – 0 Hr
L Rating At Ambient – Less Than 1 CFM/sq ft
L Rating At 400 F – 2 CFM/sq ft



1. **Floor or Wall Assembly** – Min 2-1/2 in. (64 mm) thick reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m³) concrete floor or min 3 in. (76 mm) thick. reinforced lightweight or normal weight (100-150 pcf or 1600-2400 kg/m³) concrete wall. Wall may also be constructed of any UL Classified **Concrete Blocks***. Max diam of opening is 10 in. (254 mm).

   See **Concrete Blocks** (CAZT) category in the Fire Resistance Directory for names of manufacturers.

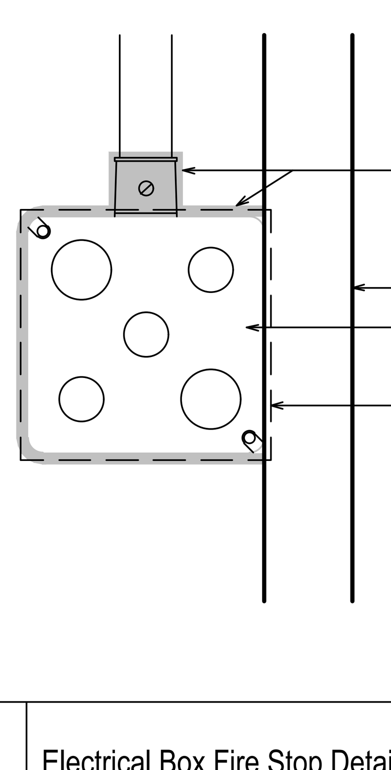
1A. **Steel Sleeve** (Optional) – Nom 10 in. (254 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe sleeve cast into concrete floor or wall. Sleeve to be flush with top and bottom surfaces of floor or both surfaces of wall.

2. **Through Penetrants** – One metallic pipe, tubing or conduit to be installed either concentrically or eccentrically within the firestop system. The annular space between tube and periphery of opening shall be min 0 in. to max 7/8 in. (22 mm). Penetrants to be rigidly supported on both sides of floor assembly. The following types and sizes of metallic pipes, tubing or conduit may be used:
   - A. **Steel Pipe** – Nom 8 in. (203 mm) diam (or smaller) Schedule 10 (or heavier) steel pipe.
   - B. **Iron Pipe** – Nom 8 in. (203 mm) diam (or smaller) cast or ductile iron pipe.
   - C. **Conduit** – Nom 6 in. (152 mm) diam (or smaller) rigid steel conduit.
   - D. **Conduit** – Nom 4 in. (102 mm) diam (or smaller) steel electrical metallic tubing.
   - E. **Copper Tubing** – Nom 4 in. (102 mm) diam (or smaller) Type L (or heavier) copper tube.
   - F. **Copper Pipe** – Nom 4 in. (102 mm) diam (or smaller) Regular (or heavier) copper pipe.
3. **Firestop System** – The details of the firestop system shall be as follows:
   - A. **Packing Material** – Min 2 in. (51 mm) thickness of min 4 pcf (64 kg/m³) mineral wool batt insulation firmly packed into opening as a permanent form. Packing material to be recessed from top surface of floor or both surfaces of wall to accommodate the required thickness of fill material.
   - B. **Fill, Void or Cavity Materials* – Caulk** – Min 1/2 in. (13 mm) thickness of caulk applied within the annulus, flush with top surface of floor or both surfaces of wall. Min 1/2 in. (13 mm) diam bead of caulk applied to the penetrant/concrete interface at the point contact location on the top surface of floor or both surfaces of wall.

     3M COMPANY – FireDam 150+

*Bearing the UL Classification Mark

E1 — Conduit Penetration Fire Stop Detail
No Scale



A1 — Electrical Box Fire Stop Detail
No Scale

ELECTRICAL GENERAL NOTES:

1. ALL WORK SHALL MEET THE LATEST ADOPTED ADDITIONS OF THE CALIFORNIA CODE OF REGULATIONS, TITLE 24 AND ALL OTHER APPLICABLE REGULATIONS, WHICH INCLUDE:

CALIFORNIA BUILDING CODE	2022
CALIFORNIA ELECTRICAL CODE	2022
NON RESIDENTIAL CEC ENERGY STANDARDS	2022

2. NOTHING IN THE PLANS OR SPECIFICATIONS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES.
3. IT IS THE INTENTION OF THESE PLANS AND SPECIFICATIONS TO COVER EVERYTHING REQUIRED TO PROVIDE FOR COMPLETE AND OPERATIVE SYSTEMS. THE CONTRACTOR IS TO FURNISH LABOR, MATERIAL, TRANSPORTATION, EQUIPMENT, MISCELLANEOUS SERVICES, ETC. REQUIRED TO ACCOMPLISH THIS RESULT. ANYTHING WHICH MAY BE REASONABLY CONSTRUED AS A NECESSARY PART OF THE INSTALLATION IS TO BE INCLUDED, WHETHER OR NOT SPECIFICALLY SHOWN OR MENTIONED.
4. THE CONTRACTOR SHALL EXAMINE THE SITE AND EXISTING CONDITIONS AND MAKE ALLOWANCES IN THE BID FOR ANY CONDITIONS NOT SHOWN ON THE ELECTRICAL DOCUMENTS.
5. THE PLANS AND SPECIFICATIONS ARE INTENDED TO BE USED AS CONSTRUCTION GUIDELINES AND ARE NOT THE TOTAL INSTRUMENT OF CONTRACT DOCUMENTS. IT IS NOT THE INTENTION OF ANY CONSTRUCTION PLANS TO DIVIDE WORK AMONG DIFFERENT TRADES. VERIFY THE SCOPE OF WORK WITH THE ARCHITECT AND THE GENERAL CONTRACTOR.
6. ELECTRICAL ROUTING IS DIAGRAMMATIC ONLY. ACTUAL ROUTING & PHYSICAL CONDITIONS MAY VARY. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE ACTUAL ROUTING, CONNECTIONS, & PROVISION OF ALL APPURTENANCES NECESSARY FOR A COMPLETE & OPERATING SYSTEM.
7. ELECTRICAL EQUIPMENT SHALL HAVE AN APPROVED TESTING LABORATORY LABEL ATTACHED (UL, CSA, ETC.) PER CEC 110.2.
8. PROVIDE LABELING AND DIRECTORIES FOR ALL SWITCHBOARDS AND PANELBOARDS PER CEC 408.4. PROVIDE LABEL PER G5/X/E303.
9. ELECTRICAL EQUIPMENT SHALL HAVE A SHORT CIRCUIT CURRENT RATING CAPABLE OF WITHSTANDING THE AVAILABLE SHORT CIRCUIT CURRENT PER CEC 110.9.
10. PROVIDE MINIMUM 30" WIDE x 78" HIGH x 36" DEEP WORK CLEARANCES IN FRONT OF PANELS, SERVICE OR EQUIPMENT RATED AT 120/208V 3Ø 4W PER CEC 110.26.
11. PROVIDE MINIMUM 30" WIDE x 78" HIGH x 42" DEEP WORK CLEARANCES IN FRONT OF PANELS, SERVICE OR EQUIPMENT RATED AT 277/480V 3Ø 4W PER CEC 110.26.
12. ELECTRICAL RECEPTACLE OUTLETS ON BRANCH CIRCUIT OF 30 AMPERES OR LESS AND COMMUNICATION SYSTEM RECEPTACLES SHALL BE MOUNTED BETWEEN 15" AFF AND 48" AFF AND SHALL COMPLY WITH CBC SECTION 11B-308. THE LOW REACH SHALL BE MEASURED TO THE BOTTOM OF THE OUTLET BOX AND THE HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX. IF THE REACH IS OBSTRUCTED (E.G. BY CASEWORK, COUNTERS, ETC.), RECEPTACLES SHALL BE LOCATED WITHIN THE REACH RANGES SPECIFIED IN CBC 11B-308.2.2 AND 11B-308.3.2.
13. CONTROLS AND SWITCHES INTENDED TO BE USED BY THE OCCUPANT OF A ROOM OR AREA TO CONTROL LIGHTING AND RECEPTACLE OUTLETS, APPLIANCES, OR COOLING, HEATING AND VENTILATING EQUIPMENT SHALL BE MOUNTED BETWEEN 15" AFF AND 48" AFF AND SHALL COMPLY WITH CBC SECTION 11B-308. THE LOW REACH SHALL BE MEASURED TO THE BOTTOM OF THE OUTLET BOX AND THE HIGH REACH SHALL BE MEASURED TO THE TOP OF THE OUTLET BOX. IF THE REACH IS OBSTRUCTED (E.G. BY CASEWORK, COUNTERS, ETC.), SWITCHES AND CONTROLS SHALL BE LOCATED WITHIN THE REACH RANGES SPECIFIED IN CBC 11B-308.2.2 AND 11B-308.3.2.
14. ALL WALL AND SURFACE MOUNTED FIXTURES PROTRUDING IN THE PATH OF TRAVEL (POT) OR COMMON PEDESTRIAN WAYS SHALL COMPLY WITH CBC 11B-307.2, OR SHALL BE MOUNTED LESS THAN 27" AFF OR GREATER THAN 80" AFF, OR SHALL BE PROVIDED WITH A BARRIER CONFORMING TO CBC 11B-307.4.
15. EMERGENCY EGRESS LIGHTING SHALL PROVIDE A MINIMUM LUMINANCE OF 1 FOOTCANDLE AT THE WALKING SURFACE FOR A MINIMUM OF 90 MINUTES.
16. FIRE ALARM EQUIPMENT SHALL BE SERVED BY DEDICATED FIRE ALARM BRANCH CIRCUITS PER NFPA 72 10.6.5.1.2. THE CIRCUIT NUMBER SHALL BE PERMANENTLY IDENTIFIED AT THE FIRE ALARM EQUIPMENT PER NFPA 10.6.5.2.1. THE CIRCUIT BREAKER SHALL BE EQUIPPED WITH RED HANDLE AND LOCK-ON DEVICE, AND PERMANENTLY IDENTIFIED AS "FIRE ALARM CIRCUIT" PER NFPA 72 10.6.5.2.2, 10.6.5.2.3, 10.6.5.2.4, AND 10.6.5.4.
17. WIRING FOR 120/208V AND 277/480V SYSTEMS SHALL BE MIN. #12 AWG THHN/THWN-2 COPPER.
18. FEEDERS SIZE #4 AND LARGER SHALL BE MEGGER TESTED. TEST RESULTS SHALL BE SUBMITTED TO THE ENGINEER.
19. COLORS/FINISHES/MATERIALS FOR ALL ELECTRICAL DEVICES, PLATES, LIGHT FIXTURES, ETC. SHALL BE CHOSEN BY THE ARCHITECT.
20. PROVIDE PERMANENT LOCK-OPEN DEVICES ON CIRCUIT BREAKERS SERVING ELECTRIC WATER HEATERS TO MEET THE REQUIREMENTS OF CEC 422.31.
21. CONTRACTOR SHALL EXTEND ALL ELECTRONICS SYSTEMS AND FIRE ALARM SYSTEMS AS REQUIRED. MODIFY HEAD-IN EQUIPMENT TO ACCOMMODATE NEW DEVICES AS REQUIRED. VERIFY THE CONDITION AND EXPANDABILITY OF ALL HEAD-IN EQUIPMENT PRIOR TO BID AND MODIFY ACCORDINGLY.
22. CALL USA UNDERGROUND ALERT AND VERIFY WITH DISTRICT THE DESIRED ROUTING AND LOCATIONS OF UNDERGROUND CONDUITS AND STRUCTURES PRIOR TO TRENCHING.
23. EXISTING EQUIPMENT TO BE REMOVED AND/OR REPLACED SHALL BE DELIVERED TO THE DISTRICT MAINTENANCE DEPARTMENT OR DISPOSED OF, AT THE DISCRETION OF THE DISTRICT. ALL ELECTRONICS EQUIPMENT SHALL BE DE-ENERGIZED PRIOR TO DEMO WORK. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO LIVE EQUIPMENT.
24. ALL CONDUITS UNDER CONCRETE OR ASPHALT WILL HAVE 24" MINIMUM COVER OF ROCK FREE NATIVE SOIL, METALLIC WARNING TAPE AT 12", AND NO ENCASEMENT REQUIRED. ALL CONDUITS THAT HAVE CONDUCTORS WITH A POTENTIAL OF 250 VOLT TO GROUND OR GREATER, THAT ARE NOT UNDER ASPHALT AND/OR CONCRETE SHALL REQUIRE 1,500 PSI CONCRETE ENCASEMENT, METALLIC WARNING TAPE AT 12", AND A MINIMUM COVER FROM TOP OF ENCASEMENT OF 24". ALL CONDUITS THAT HAVE CONDUCTORS WITH A POTENTIAL OF LESS THAN 250 VOLTS TO GROUND, THAT ARE NOT UNDER ASPHALT AND/OR CONCRETE WILL HAVE 30" MINIMUM COVER OF NATIVE SOIL, METALLIC WARNING TAPE AT 12" AND NO ENCASEMENT REQUIRED.
25. INSTALL GALVANIZED RIGID STEEL RISERS & ELBOWS WHERE THEY OCCUR. WRAP GALVANIZED RIGID STEEL BELOW GRADE. PVC SHALL NOT BE INSTALLED ABOVE GRADE.
26. CONDUIT INSTALLED ABOVE GRADE SHALL BE MIN. 3/4" TRADE SIZE. CONDUIT BELOW GRADE SHALL BE MIN. 1" TRADE SIZE.
27. PROVIDE (4) 1" CONDUIT STUBS FROM NEW ELECTRICAL PANELs TO ACCESSIBLE ATTIC SPACE FOR FUTURE USE.
28. CIRCUIT BREAKERS SERVING FIRE ALARM EQUIPMENT SHALL HAVE A RED HANDLE AND LOCK-ON DEVICE.
29. HOLES ARE NOT ALLOWED THROUGH TOP PLATES OF BEARING WALLS AND SHEAR WALLS.
30. INCLUDE FIRE STOP SYSTEMS REQUIRED FOR ALL WORK AFFECTED BY FIRE RATED ASSEMBLIES.
31. INCLUDE ALL WORK REQUIRED TO INVESTIGATE, DEMOLISH, & RECONNECT EXISTING ITEMS.
32. ALL EXTERIOR FIXTURES 6,000 LUMENS OR GREATER SHALL COMPLY WITH THE LIGHT POLLUTION REDUCTION REQUIREMENTS OF CALIFORNIA GREEN BUILDING CODE SECTION 5.106.8.

LIGHTING GENERAL NOTES:

1. THE CONTRACTOR SHALL PROVIDE A COMPLETE SYSTEM OF LIGHT FIXTURES AND CONTROLS THAT COMPLY WITH THE REQUIREMENTS OF CALIFORNIA ENERGY COMMISSION TITLE 24.
2. PROVIDE A COMPLETE AND OPERATIONAL CONTROLS PACKAGE IN LIGHTING AREAS. PROVIDE WALL SWITCHES, SENSORS, POWER PACKS, MISCELLANEOUS APPURTENANCES, FACTORY CABLING, AND FACTORY COMMISSIONING.
3. AN EQUAL SUBSTITUTE PACKAGE BY ANOTHER MANUFACTURER MAY BE ACCEPTABLE. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL REQUIRED COMPONENTS, ADDITIONAL WIRING FOR DIMMING OPERATION OF LIGHT FIXTURES, AND ANYTHING ELSE NEEDED FOR A COMPLETE AND OPERATIONAL SYSTEM. SUBMIT SUBSTITUTE PACKAGE, INCLUDING SHOP DRAWINGS, TO ENGINEER FOR REVIEW AND APPROVAL. FAILURE TO COMPLY WITH THIS REQUIREMENT MAY RESULT IN REJECTION OF SUBSTITUTE COMPONENTS.
4. THE PLANS GENERALLY SHOW THE LOCATION OF SWITCHES, SENSORS, CONTROL MODULES ETC. ACTUAL LOCATIONS AND INSTALLATION REQUIREMENTS SHALL BE DETERMINED BY THE MANUFACTURER. SUBMIT SHOP DRAWINGS TO ENGINEER FOR APPROVAL.
5. PROVIDE FACTORY COMMISSIONING, TO INCLUDE COMPLETE CONTROL WIRING/ CALIBRATION/ PROGRAMMING OF LIGHTING CONTROL COMPONENTS.
6. LIGHTING SYSTEM ACCEPTANCE TESTING IS REQUIRED AS PER TITLE 24. THE CONTRACTOR SHALL INCLUDE ACCEPTANCE TESTING COSTS IN BID. THE CONTRACTOR IS RESPONSIBLE TO MAKE ANY ADJUSTMENTS NECESSARY TO ACHIEVE ACCEPTANCE.
7. LIGHTING FIXTURE COLORS, WHEN NOT SPECIFIED, SHALL BE SELECTED BY THE ARCHITECT'S OFFICE. DO NOT SUBMIT COLORS THAT HAVE NOT BEEN APPROVED BY THE ARCHITECT.

ELECTRICAL SYMBOLS SCHEDULE:

GROUP	SYMBOL	DESCRIPTION	NOTES
LIGHTING		POLE WITH POST TOP AREA LUMINAIRE	
LIGHTING		POLE WITH SINGLE AREA LUMINAIRE	
LIGHTING		POLE WITH DOUBLE AREA LUMINAIRES	
LIGHTING		LAY-IN LIGHT FIXTURE	
LIGHTING		SURFACE CEILING LIGHT	
LIGHTING		RECESSED DOWN LIGHT	
LIGHTING		WALL LIGHT	
LIGHTING		EXIT SIGN, CEILING	ARROWS INDICATE CHEVRON DIRECTIONS
LIGHTING		EXIT SIGN, WALL	ARROWS INDICATE CHEVRON DIRECTIONS
LIGHTING	L	EXIT SIGN, WALL, LOW LEVEL PER CBC 1013.7	ARROWS INDICATE CHEVRON DIRECTIONS
LIGHTING	(A)	FIXTURE TYPE "A"	REFER TO FIXTURE SCHEDULE
LIGHTING		FIXTURE ON EMERGENCY POWER	PROVIDE UNSWITCHED HOT CONDUCTOR
LIGHTING	INV	INVERTER	SEE DETAIL A1/X/E102 FOR SPEC AND MOUNTING.
LIGHTING	D	LOW VOLTAGE DRIVER	
LIGHTING	$	SWITCH AT +48" AFF MAX TO TOP OF BOX	20A 277V QUIET TOGGLE
LIGHTING		WALL MOUNTED DUAL TECH OCCUPANCY SENSOR SWITCH, 0-10V DIMMING, AT +48" AFF MAX TO TOP OF BOX	ROUGH IN WITH 1G BOX PER SWITCH W/ RING, 1"C. TO ACCESSIBLE ATTIC SPACE
LIGHTING	EF	WALL MOUNTED ULTRASONIC OCCUPANCY SENSOR SWITCH, W/ SEPARATE EXHAUST FAN RELAY, AT +48" AFF MAX TO TOP OF BOX	ROUGH IN WITH 1G BOX PER SWITCH W/ RING, 1"C. TO ACCESSIBLE ATTIC SPACE
LIGHTING	R	UL924 EMERGENCY CONTROL RELAY, 20A, DIMMING OVERRIDE, FUNCTIONAL DEVICES INC #ESRN	MOUNT IN ACCESSIBLE ATTIC OR INCONSPICUOUS LOCATION, HIGH ON WALL, WHEN NO CEILING
LIGHTING	$	WIRELESS DIGITAL ON/OFF SWITCH, AT +48" AFF MAX TO TOP OF BOX	WAVELINX SYSTEM, ROUGH IN WITH 1G BOX & RING, 277V CONSTANT HOT REQUIRED
LIGHTING		WIRELESS DIGITAL DIMMER SWITCH, AT +48" AFF MAX TO TOP OF BOX	WAVELINX SYSTEM, ROUGH IN WITH 1G BOX & RING. 277V CONSTANT HOT REQUIRED
LIGHTING	OS	WIRELESS DIGITAL DIMMER SWITCH W/ INTEGRAL OCCUPANCY SENSOR AND PHOTOSENSOR AT +48" AFF MAX TO TOP OF BOX	WAVELINX SYSTEM, ROUGH IN WITH 1G BOX & RING. 277V CONSTANT HOT REQUIRED
LIGHTING	OS	WIRELESS DIGITAL OCCUPANCY SENSOR W/ PHOTOSENSOR, DUAL-TECHNOLOGY, CEILING MOUNT	WAVELINX SYSTEM,
LIGHTING	OS	WIRELESS DIGITAL OCCUPANCY SENSOR W/ PHOTOSENSOR, DUAL-TECHNOLOGY, WALL MOUNT	WAVELINX SYSTEM,
LIGHTING	EC	SYSTEM CONTROLLER	WAVELINX WIRELESS ACCESS CONTROLLER INSTALL IN ACCESSIBLE CEILING SPACE. PROVIDE 120/277V UNSWITCHED POWER.
LIGHTING	PP	DIMMING POWER PACK VERIFY 0-10V, 2- OR 3-WIRE, MLV, OR ELV BY FIXTURE	WAVELINX SYSTEM, MOUNT IN ACCESSIBLE ATTIC OR INCONSPICUOUS, HIGH ON WALL, WHEN NO CEILING
LIGHTING	PP E	DIMMING POWER PACK W/ EMERGENCY CONTROL RELAY. VERIFY 0-10V, 2- OR 3-WIRE, MLV, OR ELV BY FIXTURE	WAVELINX SYSTEM, MOUNT IN ACCESSIBLE ATTIC OR INCONSPICUOUS, HIGH ON WALL, WHEN NO CEILING
LIGHTING	XP	DMX CONTROLLER PACK	WAVELINX SYSTEM, MOUNT IN ACCESSIBLE ATTIC OR INCONSPICUOUS, HIGH ON WALL, WHEN NO CEILING
LIGHTING	RR	RECEPTACLE RELAY CONTROLLED BY OCCUPANCY SENSOR	WAVELINX SYSTEM, MOUNT IN ACCESSIBLE ATTIC OR INCONSPICUOUS, HIGH ON WALL, WHEN NO CEILING. (1) RELAY PER CIRCUIT IN EACH CONTROLLED AREA.
LIGHTING		PRIMARY DAYLIGHT ZONE BOUNDARY	
LIGHTING		SECONDARY DAYLIGHT ZONE BOUNDARY	
DATACOM		TERMINAL CABINET	
DATACOM		DATA OUTLET (RJ-45 CAT6A) AT +18" AFF, U.O.N. (2) DATA JACKS U.O.N.	4-11/16 SQ. BOX, 1G RING, MODULAR PLATE, & 1"C. TO ACCESSIBLE ATTIC. PULL CABLING TO RESPECTIVE PATCH PANEL AND TERMINATE JACKS AT EACH END. REFER TO SPECIFICATIONS.
DATACOM		DATA/TEL OUTLET (RJ-45 CAT6A/RJ-11 CAT6A) AT +18" AFF, U.O.N. (2) DATA JACKS, (1) TEL. U.O.N.	4-11/16 SQ. BOX, 1G RING, MODULAR PLATE, & 1"C. TO ACCESSIBLE ATTIC. PULL CABLING TO RESPECTIVE PATCH PANEL AND TERMINATE JACKS AT EACH END. REFER TO SPECIFICATIONS.
DATACOM		(2) DATA JACKS (RJ-45 CAT6A) FOR WIRELESS ACCESS POINT	
DATACOM		WALL MOUNT TELEPHONE OUTLET AT +45" AFF, U.O.N. (1) TELEPHONE JACK (CAT6A) U.O.N.	1G BOX, 1G RING, MODULAR PLATE, & 3/4"C. TO ACCESSIBLE ATTIC SPACE. PULL CABLING TO RESPECTIVE PATCH PANEL AND TERMINATE JACKS AT EACH END. REFER TO SPECIFICATIONS.
DATACOM	TV	RECESSED TV OUTLET WITH HDMI, VGA, AND AUDIO JACKS. VERIFY HEIGHT PRIOR TO ROUGH-IN.	PROVIDE OUTLET BOX, RING, AND 1-1/4"C. STUB TO CEILING SPACE. VERIFY HEIGHTS AND EXACT REQUIREMENTS..
DATACOM	AV	AUDIO VISUAL RECESSED OUTLET WITH HDMI, VGA, AUDIO JACKS, AND CABLING TO T.V. OUTLET.	PROVIDE OUTLET BOX, RING, AND 1-1/4"C. STUB TO CEILING SPACE. VERIFY HEIGHTS AND EXACT REQUIREMENTS..
DATACOM	IDF/HC	"INTERMEDIATE DISTRIBUTION FRAME"/ "HORIZONTAL CROSS-CONNECT"	
DATACOM	MDF/MC	"MAIN DISTRIBUTION FRAME"/ "MAIN CROSS-CONNECT"	
SECURITY		INTRUSION DOOR/WINDOW CONTACT	PROVIDE 1/2"C TO ACCESSIBLE ATTIC SPACE ACCESSIBLE ATTIC SPACE
SECURITY	M	INTRUSION PIR MOTION SENSOR AT CEILING	ROUGH IN WITH 1G BOX & 1/2"C. TO ACCESSIBLE ATTIC SPACE
SECURITY	M	INTRUSION LONG RANGE MOTION SENSOR AT CEILING	ROUGH IN WITH 1G BOX & 1/2"C. TO ACCESSIBLE ATTIC SPACE
SECURITY	G	INTRUSION GLASS BREAK SENSOR AT CEILING	ROUGH IN WITH 1G BOX & 1/2"C. TO ACCESSIBLE ATTIC SPACE
SECURITY	P	INTRUSION STAFF PANIC BUTTON	ROUGH IN WITH 1G BOX & 1/2"C. TO ACCESSIBLE ATTIC SPACE
SECURITY	K	INTRUSION KEY PAD AT +48" AFF TO TOP OF BOX	ROUGH IN WITH 1G BOX & 1/2"C. TO ACCESSIBLE ATTIC SPACE
SECURITY	Z	INTRUSION 4-ZONE ADDRESSABLE MODULE IN ACCESSIBLE ATTIC SPACE	
SECURITY	CR	SECURITY CARD READER +48" AFF TO TOP OF BOX	ROUGH IN WITH 1G BOX & 1/2"C. TO ACCESSIBLE ATTIC SPACE
SECURITY	L	SECURITY ELECTRICAL DOOR LATCH, PROVISIONS	ROUGH IN WITH 1G BOX & 1/2"C. TO ACCESSIBLE ATTIC SPACE
SECURITY		SURVEILLANCE (CCTV) CAMERA REFER TO SPECIFICATIONS	REFER TO SPECIFICATIONS
SECURITY	MON	SURVEILLANCE (CCTV) TV MONITOR RUN HDMI EXTENDER AND CABLING TO DVR	REFER TO SPECIFICATIONS
SECURITY	DVR	SURVEILLANCE (CCTV) DVR	REFER TO SPECIFICATIONS
SECURITY	SEC	"INTRUSION SYSTEM MAIN PANEL"	REFER TO SPECIFICATIONS
SECURITY	INT	"INTRUSION SYSTEM TERMINAL BLOCK"	REFER TO SPECIFICATIONS

GROUP	SYMBOL	DESCRIPTION	NOTES
POWER		SWITCHBOARD	REFER TO POWER SINGLE LINE DIAGRAM
POWER		POWER PANEL	REFER TO PANEL SCHEDULE. PROVIDE LABEL PER G5/X/E303.
POWER	J	JUNCTION BOX	4-11/16" SQUARE BOX & COVER PLATE MIN.
POWER		DISCONNECT SWITCH, FUSIBLE	DISCONNECT FUSING TO BE PER NAMEPLATE DATA. PROVIDE LABEL PER G5/X/E303.
POWER		COMBINATION STARTER/DISCONNECT SWITCH	REFER TO MECH. PLANS & SPECS. PROVIDE LABEL PER G5/X/E303.
POWER		MOTOR	REFER TO MECH. PLANS & SPECS.
POWER		EXHAUST FAN, CEILING MOUNTED	REFER TO MECH. PLANS & SPECS.
POWER		SINGLE CONVENIENCE OUTLET AT +15" AFF TO BOTTOM OF BOX, U.O.N.	20A SPEC. GRADE, NEMA GROUNDED TAMPER RESISTANT
POWER		DUPLEX CONVENIENCE OUTLET AT +15" AFF TO BOTTOM OF BOX, U.O.N.	20A SPEC. GRADE, NEMA GROUNDED TAMPER RESISTANT, LEVITON #TDR20-W
POWER		QUADPLEX CONVENIENCE OUTLET AT +15" AFF TO BOTTOM OF BOX, U.O.N.	20A SPEC. GRADE, NEMA GROUNDED TAMPER RESISTANT, LEVITON #TDR20-W
POWER		GFI DUPLEX OUTLET AT +15" AFF TO BOTTOM OF BOX, U.O.N.	20A SPEC. GRADE, NEMA GROUNDED TAMPER RESISTANT, LEVITON #GFTR2-W
POWER		WEATHERPROOF, GFI DUPLEX OUTLET AT +15" AFF TO BOTTOM OF BOX, U.O.N. W/ WEATHERPROOF IN-USE, METAL, LOCKABLE TYPE COVER	20A SPEC. GRADE, NEMA GROUNDED TAMPER RESISTANT, LEVITON #GFTR2-W
POWER		DUPLEX CONVENIENCE OUTLET AT +15" AFF TO BOTTOM OF BOX, U.O.N. SPLIT-WIRED WITH UNSWITCHED AND SWITCHED BY OCCUPANCY SENSOR	20A SPEC. GRADE, NEMA GROUNDED TAMPER RESISTANT, LEVITON #TDR20-S1W CODE COMPLIANT MARKING REQUIRED
POWER		QUADPLEX CONVENIENCE OUTLET, CONTROLLED AT +15" AFF TO BOTTOM OF BOX, U.O.N. ONE UNSWITCHED AND ONE SWITCHED BY OCCUPANCY SENSOR	20A SPEC. GRADE, NEMA GROUNDED TAMPER RESISTANT, LEVITON #TDR20-W AND LEVITON #TDR20-S2W CODE COMPLIANT MARKING REQUIRED
POWER		SPECIAL EQUIPMENT OUTLET AT +15" AFF TO BOTTOM OF BOX, U.O.N.	VERIFY REQ'TS W/ EQUIPMENT VENDOR TAMPER RESISTANT
POWER		POWER POLE, 2-COMPARTMENT	
POWER		FLOOR BOX	3-GANG BOX WITH CAST ALUMINUM TRIM PLATES
POWER		12" CU GROUND BUS BAR	WITH #6 GREEN GROUND WIRE TO G.E.C.
PA	S	IP PA SPEAKER, CEILING MOUNTED, RECESSED	OWNER FURNISHED, CONTRACTOR INSTALLED
PA	S	IP PA SPEAKER, WALL MOUNTED, RECESSED	OWNER FURNISHED, CONTRACTOR INSTALLED
PA	S WP	IP WP OUTDOOR PA SPEAKER, RECESSED	OWNER FURNISHED, CONTRACTOR INSTALLED
PA	S	IP CLOCK, PA SPEAKER & MIC, RECESSED	OWNER FURNISHED, CONTRACTOR INSTALLED
MISC.		FIRE/SMOKE DAMPER	PROVIDE 120V F.A. CIRCUIT TO DAMPER VIA DEDICATED F.A. RELAY
MISC.	B	SPRINKLER RISER BELL	PROVIDE 120V F.A. CIRCUIT
MISC.		WIREMOLD 5400 SURFACE WIREWAY	RISERS WHERE INDICATED ON DRAWINGS
MISC.	EMS	"ENERGY MANAGEMENT SYSTEM PUNCH BLOCK"	
MISC.	T	LOW VOLTAGE TRANSFORMER	PROVIDE 120V CIRCUIT
GENERAL		DEVICES TO BE REMOVED	
GENERAL		EXISTING CONDUIT/WIRING TO BE DEMOLISHED	
GENERAL		EXISTING DEVICES	
GENERAL		EXISTING CONDUIT/WIRING	
GENERAL		WIRING IN CONDUIT, BELOW GRADE	1" CONDUIT MIN. SEE M10/X/E106.
GENERAL		WIRING IN CONDUIT, IN WALL OR CEILING	3/4" CONDUIT MIN.; EMT CONCEALED AND ABV. 96" EXPOSED; GRS BELOWS 96" EXPOSED.
GENERAL	LV	LOW VOLTAGE WIRING IN ATTIC SPACE	TYPE PER EQUIPMENT MANUFACTURER
GENERAL		CONDUIT RISER	3/4" CONDUIT MIN.
GENERAL		FLEXIBLE CONDUIT	3/4" CONDUIT MIN.
GENERAL		CONDUIT STUB AND CAP	3/4" CONDUIT MIN.
GENERAL		CROSS HATCHES INDICATE NUMBER OF #12 AWG. CONDUCTORS IN CONDUIT, WHEN MORE THAN TWO. WIRE SIZE INDICATED ON PLANS WHEN OTHER #12 AWG. PROVIDE GROUND PER CEC 250. PROVIDE DEDICATED NEUTRAL FOR EACH CIRCUIT.	3/4" CONDUIT MIN.
GENERAL		CURVED CROSS HATCHES INDICATE #14 AWG PURPLE & GRAY CONDUCTORS FOR DIMMING CONTROL.	3/4" CONDUIT MIN.
GENERAL	A-15	HOME RUN (TO PANEL "A", CIRCUIT "15")	3/4" CONDUIT MIN.
GENERAL	(E)	"EXISTING"	
GENERAL	(D)	"DEMO"	
GENERAL	(N)	"NEW"	
GENERAL	U.O.N.	"UNLESS OTHERWISE NOTED"	
GENERAL	WP	"WEATHERPROOF" / NEMA 3R	
GENERAL	GFI	"GROUND FAULT INTERRUPTER"	
ACCESS	C	ACCESS CONTROL DOOR CONTACT	PROVIDE 1/2"C TO ACCESSIBLE ATTIC SPACE ACCESSIBLE ATTIC SPACE
ACCESS	KF	ACCESS CONTROL FOB READER AT +48" AFF TO TOP OF BOX	ROUGH IN WITH 1G BOX & 1/2"C. TO ACCESSIBLE ATTIC SPACE
ACCESS	ACC	"ACCESS CONTROL PANEL"	REFER TO SPECIFICATIONS

DSA File No.:
24-35

DSA Application No.:
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MEP COMPONENT ANCHORAGE NOTES:

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 CHAPTERS 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 CABLE.
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 IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.

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

A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVING 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 THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH THE ABOVE REQUIREMENTS.

MEP DISTRIBUTION SYSTEM BRACING NOTES FOR ELECTRICAL CONDUIT:

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7 SECTION 13.3 AS DEFINED IN ASCE 7 SECTIONS 13.6.5, 13.6.6, 13.6.7, AND 13.6.8; 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 SYSTEMS ARE AS NOTED BELOW. THE MEP DESIGN PROFESSIONAL ENGINEER RESPONSIBLE FOR CONTENT ON THESE SHEETS HAS VERIFIED THAT THE DESIGN METHODS IDENTIFIED BELOW ARE IN ACCORDANCE WITH DSA IR 16-13.

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

- MP ☐ MD ☐ PP ☐ E ■ — OPTION 1: PROJECT-SPECIFIC DESIGN.
- MP ☐ MD ☐ PP ☐ E ☐ — OPTION 2: DESIGN BASED ON OSHPD OPM, WITHIN ROJECT SUBMITTAL.
- MP ☐ MD ☐ PP ☐ E ☐ — OPTION 3: DESIGN BASED ON OSHPD OPM, DEFERRED APPROVAL.

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REGISTERED PROFESSIONAL ENGINEER R.J.HARDIN ELECTRICAL STATE OF CALIFORNIA — FOR DSA REVIEW ONLY

Consultant

Community Day School Modernization
Merced City Unified School District
Merced, CA, 95340

Project

TYPICAL INFORMATION
ELECTRICAL SYSTEMS - SYMBOLS, NOTES, & DETAILS

Drawing

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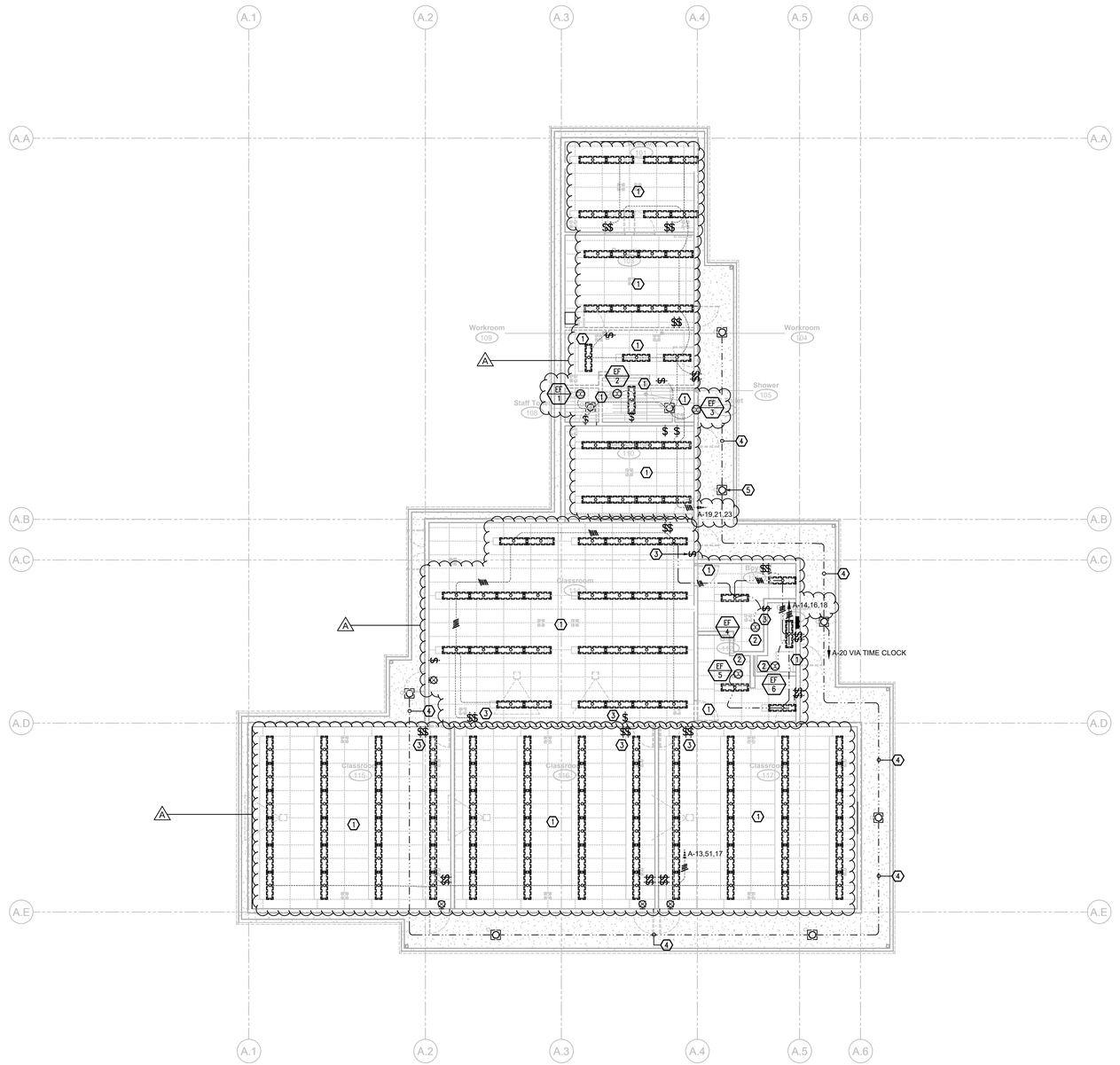
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No.	Revision/Submission	Date

Revision

	Designed By: RH	Copyright 2025 Darden Architects
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Project Number: 2533	Checked By: RH	
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DRAWING KEY NOTES

1. DISCONNECT & REMOVE EXISTING LIGHTING, CONTROLS, WIRING & EXPOSED CONDUIT. EXISTING WIRING MAY REMAIN IF NOT DAMAGED. ADD DEDICATED NEUTRAL CONDUCTOR(S) WHERE EXISTING MULTI-WIRE BRANCH CIRCUITS ARE PRESENT.
2. DISCONNECT EXISTING FAN FOR REPLACEMENT BY MECHANICAL. COORDINATE WITH MECHANICAL FOR REPLACEMENT AND WIRING OF CONTROL DEVICES.
3. REMOVE EXISTING UNUSED SWITCH/OUTLET/JUNCTION BOX AND CONDUIT BACK TO SOURCE. PATCH WALL BACK PER ARCHITECTURAL SPECIFICATIONS.
4. EXISTING WIRING TO REMAIN.
5. DEMO EXISTING DOWNLIGHT, CONDUCTORS AND ACCESSIBLE CONDUIT. TYP. PATCH AND PAINT PER ARCHITECTURAL SPECIFICATIONS.

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Community Day School Modernization
Merced City Unified School District
Merced, CA, 95340

Project

BUILDING A
DEMOLITION LIGHTING PLAN

Drawing

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A8
1/8" = 1'-0"

Demolition Lighting Plan

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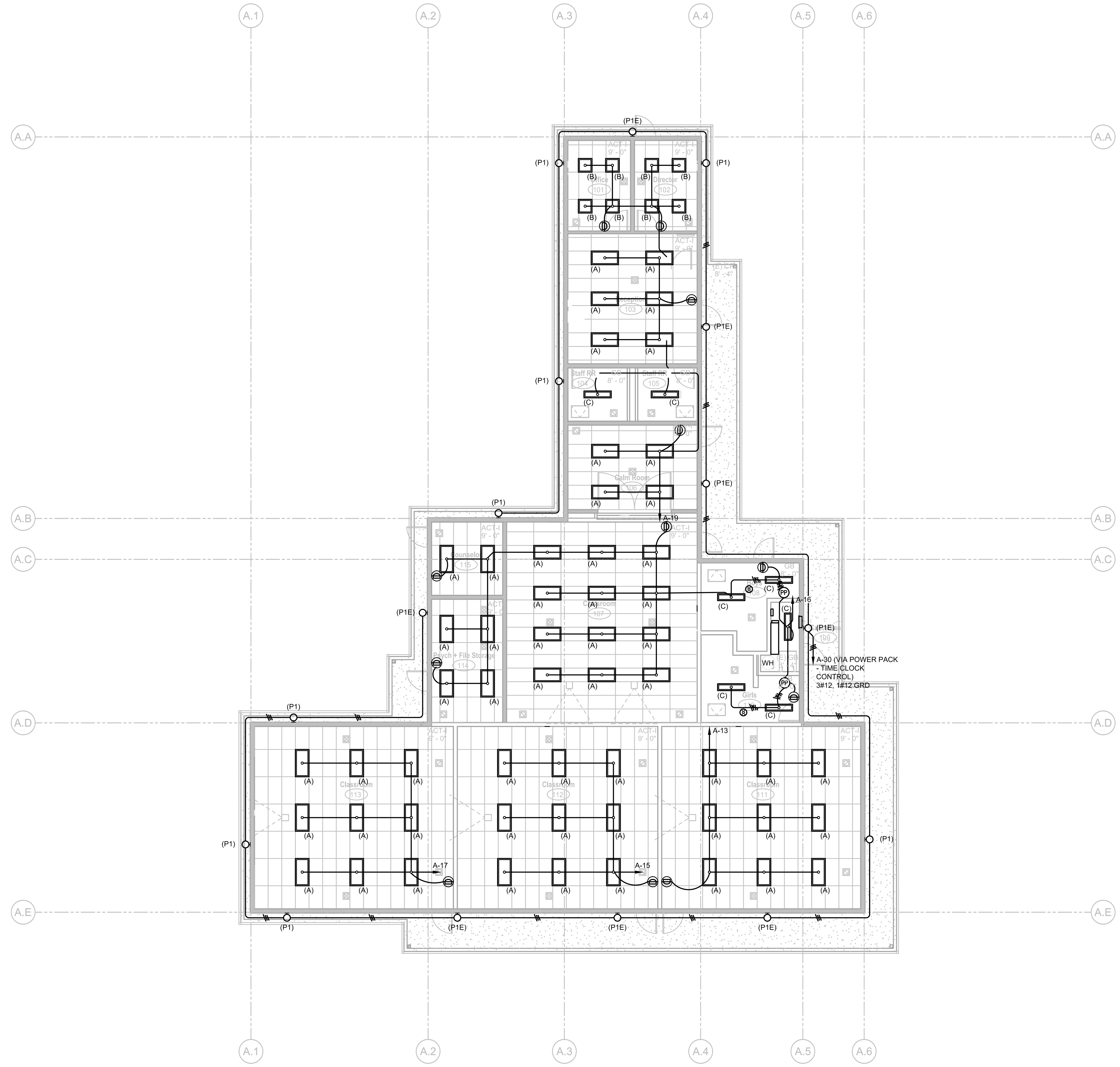
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A1 Lighting Plan

1/8" = 1'-0"

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BUILDING A
LIGHTING PLAN

Drawing

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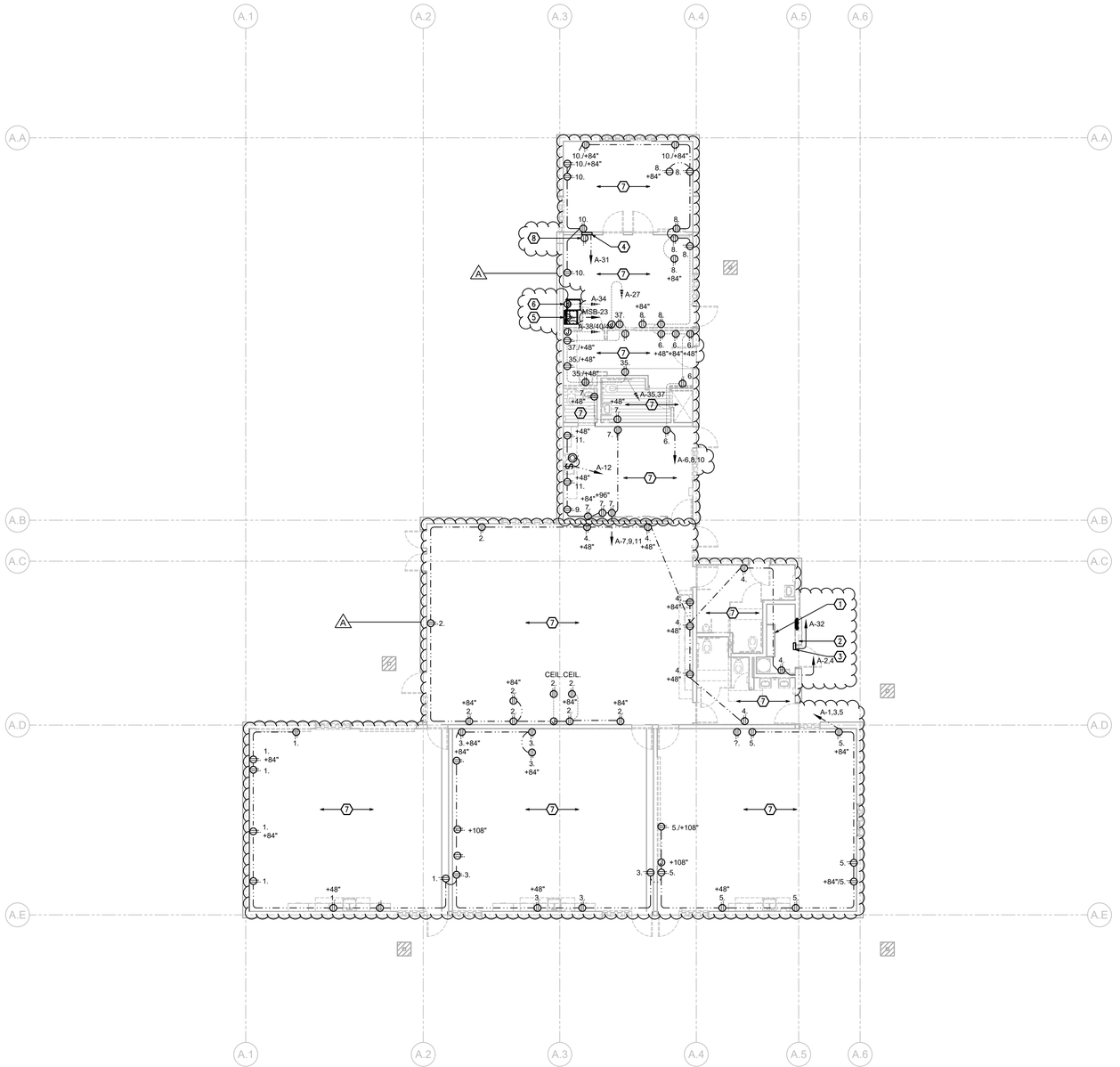
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DRAWING KEY NOTES

1. EXISTING MAIN SWITCHBOARD 'MSB' TO REMAIN. 400A, 120/208V, 3PH, 4W, NEMA 1.
2. EXISTING PANEL 'A' TO REMAIN. 200A, 120/208V, 3PH, 4W, NEMA 1, FLUSH.
3. EXISTING SECURITY SYSTEM AND CIRUIT TO REMAIN. VERIFY CIRCUIT. DOCUMENT ON AS-BUILT PLANS IF DIFFERENT.
4. EXISTING FIRE ALARM PANEL AND CIRCUIT TO REMAIN. VERIFY CIRCUIT. DOCUMENT ON AS-BUILT PLANS IF DIFFERENT.
5. EXISTING IDF CABINET TO REMAIN WITH POWER CIRCUIT TO REMAIN. VERIFY CIRCUIT. DOCUMENT ON AS-BUILT PLANS IF DIFFERENT.
6. EXISTING EMS SYSTEM WITH POWER CIRCUIT TO REMAIN. DOCUMENT ON AS-BUILT PLANS IF DIFFERENT.
7. DEMO EXISTING RECEPTACLES, OUTLETS, SURFACE RACEWAY, WIRING AND ACCESSIBLE CONDUIT. RECONNECT ANY FEED THROUGH WIRING AS REQUIRED. SEE SHEET A/E201 FOR NEW INSTALLATION. RECEPTACLES IN SAME LOCATIONS WILL NEED TO BE RAISED OR LOWERED.
8. DEVICE ON UNKNOWN CIRCUIT. IDENTIFY EXISTING CIRCUIT AND COORDINATE WITH NEW WORK.

GENERAL SHEET NOTES

1. EXISTING CIRCUITS SHOWN ARE BASED ON INCOMPLETE AS-BUILTS AND OBSERVED PANEL SCHEDULES. THE CONTRACTOR SHALL REVIEW THE SITE PRIOR TO BIDDING AND MAKE ALLOWANCES FOR VARIANCES. THE CONTRACTOR SHALL VERIFY ALL CIRCUITS PRIOR TO PERFORMING WORK. VERIFY WITH DISTRICT ANY CIRCUITS THAT MUST REMAIN ON. ANY WORK THAT WILL IMPACT THESE CIRCUITS SHALL BE COORDINATED WITH THE DISTRICT TO MINIMIZE IMPACT TO DISTRICT OPERATIONS.
2. THE AS-BUILT DRAWINGS SHOW THAT MUCH OF THE CIRCUITING IS UNDERGROUND. THE CONTRACTOR SHALL MAKE ALLOWANCE TO CLEAR THE UNDERGROUND RACEWAYS OF ANY DEBRIS OR WATER PRIOR TO INSTALLATION OF NEW CONDUCTORS. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE DEMOLITION CONTRACTOR WHEN ANY SAW CUTTING IS PERFORMED ON THE EXISTING CONCRETE PAD TO VERIFY ROUTING OF ANY RACEWAYS UNDER OR POSSIBLY WITHIN THE PAD.
3. EXISTING CONDUIT AND PATHWAYS MAY BE REUSED IF CONDUIT IS UNDAMAGED. EXISTING CONDUCTORS MAY BE REUSED IF THEY ARE OF THE CURRENTLY SPECIFIED MATERIAL. HOMERUNS MAY BE COMBINED INTO SINGLE CONDUITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING THE PROPER CONDUIT FILL AND DERATING OF THE CONDUCTORS. MULTIWIRE BRANCH CIRCUITS ARE NO ACCEPTABLE. ALL CIRCUITS MUST HAVE A DEDICATED NEUTRAL AND AN EQUIPMENT GROUND CONDUCTOR MUST BE PRESENT IN THE RACEWAY.

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Project

BUILDING A
DEMOLITION POWER PLAN

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Architect

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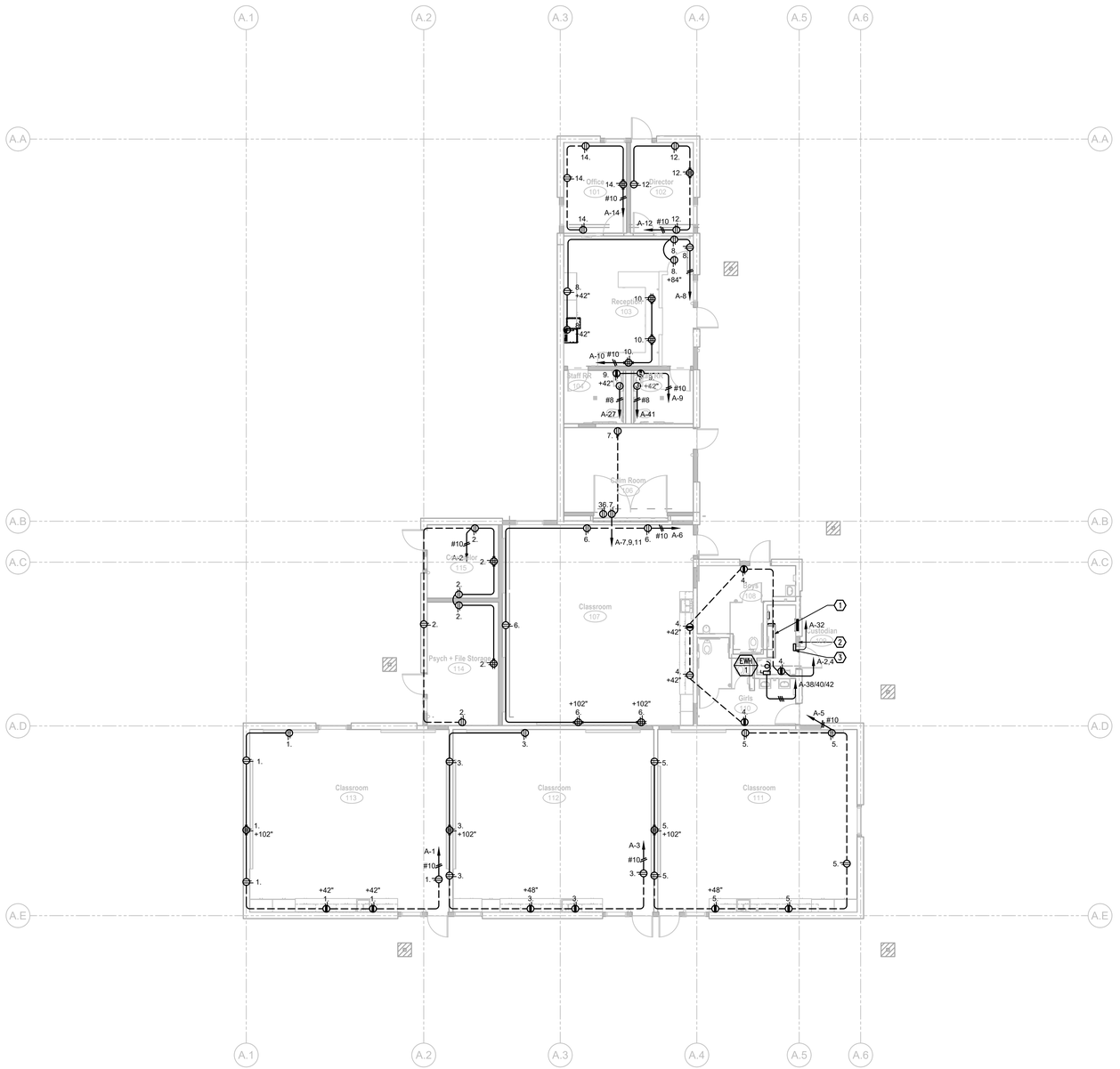
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A1
1/8" = 1'-0"
Demolition Power Plan

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02-123716

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DRAWING KEY NOTES

1. PROVIDE ALL NEW POWER, NEW RECESSED RECEPTACLES, & CONCEALED WIRING. MAINTAIN EXISTING OUTLETS & PROVIDE NEW CONCEALED WIRING TO NEW OUTLETS. ANY EXPOSED CONDUIT AT CEILING IN CLASSROOMS TO BE CONCEALED AS BEST AS POSSIBLE NEXT TO BEAMS, MECHANICAL DUCTS, ETC. AND RAN PERPENDICULAR AND PARALLEL TO BUILDING LINES.
2. NEW TEACHING WALL PROJECTOR LOCATION. VERIFY EXACT LOCATION ABOVE NEW MARKER BOARD. PROVIDE ALL RACEWAYS AND OUTLET BOXES AS SHOWN. REFERENCE DETAILS ON SHEET A13/XE122. (REFER TO SPECS FOR "OWNER FURNISHED ITEMS").
3. AT TEACHER'S STATION LOCATION, VERIFY EXACT LOCATION NEXT TO NEW MARKER BOARD. PROVIDE ALL RACEWAYS AND OUTLET BOXES AS SHOWN. REFERENCE DETAILS ON SHEET A13/XE122. (REFER TO SPECS FOR "OWNER FURNISHED ITEMS").
4. PROVIDE NEW RECESSED DATA OUTLET FOR WIRELESS ACCESS POINT. PROVIDE 4-11/16" BOX & 1G RING WITH 2 JACKS & 1"C-(2) CAT 6A (VERIFY) CONCEALED DATA CABLES TO EXISTING DATA IDF. VERIFY EXACT LOCATION & MOUNTING HEIGHTS. (CONCEALED WIRING)
5. CONNECT EXHAUST FAN TO SWITCH WITH LIGHTS, 120V 1Ø.
6.

GENERAL SHEET NOTES

1. EXISTING CIRCUITS SHOWN ARE BASED ON INCOMPLETE AS-BUILTS AND OBSERVED PANEL SCHEDULES. THE CONTRACTOR SHALL REVIEW THE SITE PRIOR TO BIDDING AND MAKE ALLOWANCES FOR VARIANCES. THE CONTRACTOR SHALL VERIFY ALL CIRCUITS PRIOR TO PERFORMING WORK. VERIFY WITH DISTRICT ANY CIRCUITS THAT MUST REMAIN ON. ANY WORK THAT WILL IMPACT THESE CIRCUITS SHALL BE COORDINATED WITH THE DISTRICT TO MINIMIZE IMPACT TO DISTRICT OPERATIONS.
2. THE AS-BUILT DRAWINGS SHOW THAT MUCH OF THE CIRCUITING IS UNDERGROUND. THE CONTRACTOR SHALL MAKE ALLOWANCE TO CLEAR THE UNDERGROUND RACEWAYS OF ANY DEBRIS OR WATER PRIOR TO INSTALLATION OF NEW CONDUCTORS IF REUSING THEM. THE ELECTRICAL CONTRACTOR SHALL COORDINATE WITH THE DEMOLITION CONTRACTOR WHEN ANY SAW CUTTING IS PERFORMED ON THE EXISTING CONCRETE PAD TO VERIFY ROUTING OF ANY RACEWAYS UNDER OR POSSIBLY WITHIN THE PAD.
3. EXISTING CONDUIT AND PATHWAYS MAY BE REUSED IF CONDUIT IS UNDAMAGED. EXISTING CONDUCTORS MAY BE REUSED IF THEY ARE OF THE CURRENTLY SPECIFIED MATERIAL. HOMERUNS MAY BE COMBINED INTO SINGLE CONDUITS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALCULATING THE PROPER CONDUIT FILL AND DERATING OF THE CONDUCTORS. MULTIWIRE BRANCH CIRCUITS ARE NO ACCEPTABLE. ALL CIRCUITS MUST HAVE A DEDICATED NEUTRAL AND AN EQUIPMENT GROUND CONDUCTOR MUST BE PRESENT IN THE RACEWAY.

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REGISTERED PROFESSIONAL ENGINEER G.J. HARDIN — FOR DSA REVIEW ONLY — ELECTRICAL — STATE OF CALIFORNIA

Consultant

Community Day School Modernization
Merced City Unified School District
Merced, CA, 95340

Project

BUILDING A
POWER PLAN

Drawing

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LICENSED ARCHITECT — GRANT E. DODDS — No. C-26,307 — REG. 6-30-27 — STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date

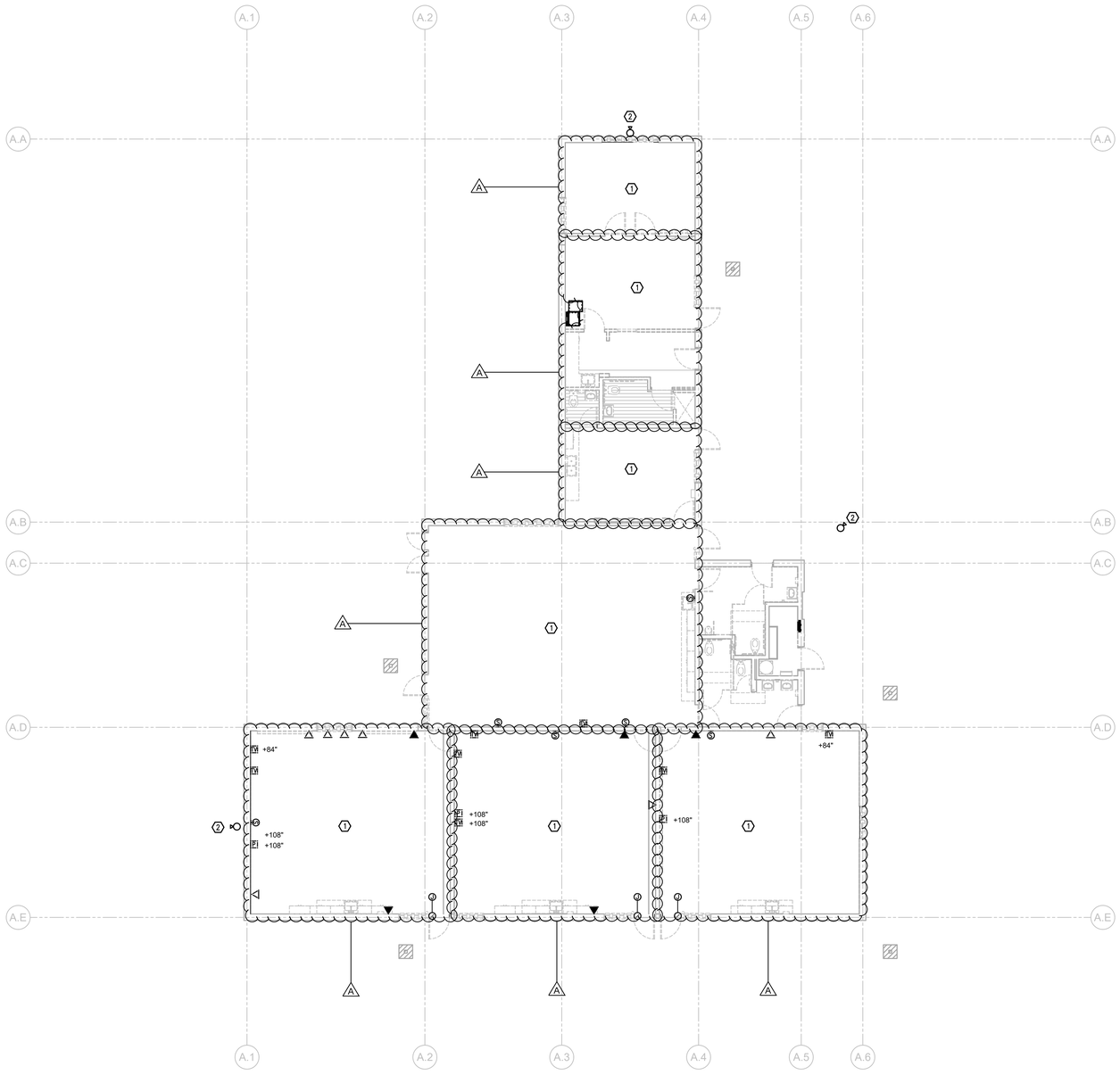
Revision

	Designed By: RH	Copyright 2025 Darden Architects
Scale:	Drawn By: HDE	A/E201
Project Number: 2533	Checked By: RH	
Date: 11/19/2025	Reviewed By: RH	

A1
1/8" = 1'-0"
Power Plan

ADA-EX05

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DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

DRAWING KEY NOTES

1. REMOVE SURFACE WIREMOLD TO PTV, WIREMOLD TO SURFACE RECEPTACLE, & SURFACE RECEPTACLE (NOT SHOWN). MAINTAIN ORIGINAL RECEPTACLES & REPLACE DEVICES, RINGS, & COVER PLATES. MAINTAIN EXISTING OUTLETS, TELEPHONES , CLOCKS, & SPEAKERS REQUIRED TO REMAIN.
2. EXISTING EXTERIOR CCTV CAMERAS MOUNTED ON BUILDING EXTERIOR TO REMAIN. PROTECT FROM DAMAGE DURING CONSTRUCTION.

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Merced City Unified School District
Merced, CA, 95340

Project

BUILDING A
DEMOLITION LOW VOLTAGE PLAN

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LICENSED ARCHITECT GRANT E. DORIUS No. C-30307 Exp. 6-30-27 STATE OF CALIFORNIA

Architect

No.	Revision/Submission	Date

Revision

Designed By: RH
Drawn By: HDE
Checked By: RH
Reviewed By: RH

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Scale:
Project Number: 2533
Date: 11/12/25

A/E300

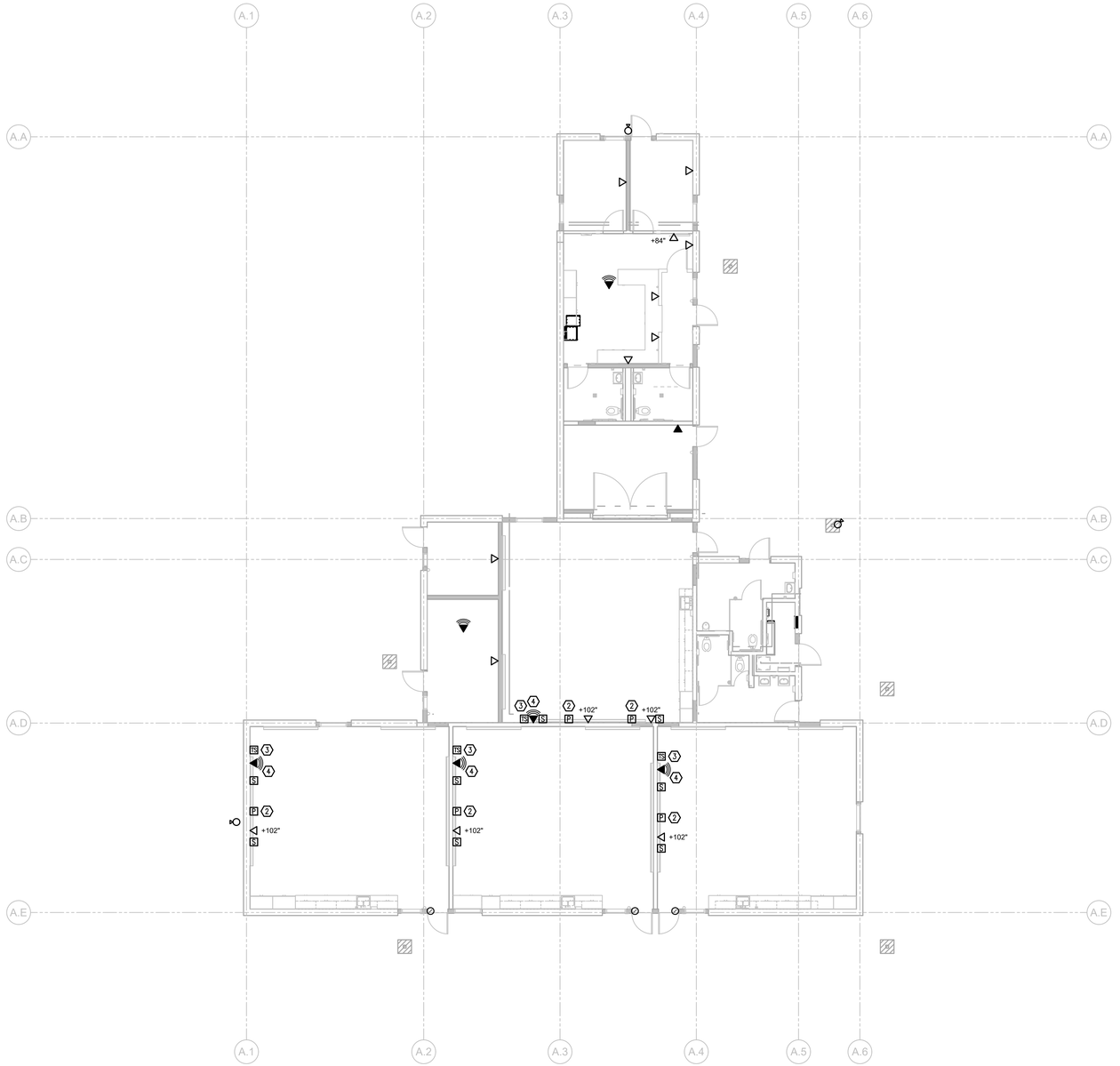
A1
1/8" = 1'-0"

Demolition Low Voltage Plan

ADA-EX05

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SHEET INCLUDED FOR REFERENCE ONLY



DSA File No.:
24-35

DSA Application No.:
02-123716

Agency Approval

DRAWING KEY NOTES

1. NOT USED.
2. NEW TEACHING WALL PROJECTOR LOCATION. VERIFY EXACT LOCATION ABOVE NEW MARKER BOARD. PROVIDE ALL RACEWAYS AND OUTLET BOXES AS SHOWN. REFERENCE DETAILS ON SHEET A13/X/E122. (REFER TO SPECS FOR "OWNER FURNISHED ITEMS").
3. AT TEACHER'S STATION LOCATION, VERIFY EXACT LOCATION NEXT TO NEW MARKER BOARD. PROVIDE ALL RACEWAYS AND OUTLET BOXES AS SHOWN. REFERENCE DETAILS ON SHEET A13/X/E402. (REFER TO SPECS FOR "OWNER FURNISHED ITEMS").
4. PROVIDE NEW RECESSED DATA OUTLET FOR WIRELESS ACCESS POINT. PROVIDE 4-11/16" BOX & 1G RING WITH 2 JACKS & 1"C-(2) CAT 6A (VERIFY) CONCEALED DATA CABLES TO EXISTING DATA IDF. VERIFY EXACT LOCATION & MOUNTING HEIGHTS. (CONCEALED WIRING)

GENERAL SHEET NOTES

1. INSTALL CONDUIT ALONG THE BACKSIDE OF SHEAR WALL SHEATHING. PER EXISTING DRAWINGS, SHEATHING IS SHOWN TO BE ON THE WEST FACE OF INTERIOR WALLS. FOR EXTERIOR WALLS ON EAST AND WEST ENDS OF WINGS, SHEATHING IS PLACED ON EXTERIOR FACE OF WALL WITH PLASTER.
2. IN AREAS WITH GYP BOARD OR OTHER SOLID CEILINGS, OR IF WALLS ARE NOT HAVING COVERINGS REMOVED, PROVIDE SURFACE MOUNTED WIREWAY. WIREWAY COLORS AND/OR FINISH SHALL BE AS SPECIFIED BY THE ARCHITECT. WIREWAYS SHALL BE INSTALLED PARALLEL AND PERPENDICULAR TO WALLS AND OTHER ARCHITECTURAL ITEMS. WHERE POSSIBLE, INSTALL SURFACE WIREWAYS IN CORDERS OF WALLS AND/OR CEILINGS.

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Architect

No.	Revision/Submission	Date

Revision

	Designed By: RH	Copyright 2025 Darden Architects
Scale:	Drawn By: HDE	A/E301
Project Number: 2533	Checked By: RH	
Date: 11/19/2025	Reviewed By: RH	

N

A1
1/8" = 1'-0"
Low Voltage Plan

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