Hayward Unified School District

24411 AMADOR STREET
HAYWARD CA, 94544
510.784.2600

PROJECT MANUAL

RFQ/P: 26.005
REQUEST TO PREQUALIFY AND FOR STATEMENT OF QUALIFICATIONS
FOR DISTRICT-WIDE SECURITY CAMERA DESIGN AND INSTALLATION PROJECTS

BID DUE DATE AND TIME:

Thursday, February 19, 2026 AT 10:00AM

HAYWARD UNIFIED SCHOOL DISTRICT
Purchasing Department
24411 Amador Street
Hayward, California 94544

REQUEST TO PREQUALIFY AND FOR STATEMENT OF QUALIFICATIONS
FOR DISTRICT-WIDE SECURITY CAMERA DESIGN AND INSTALLATION PROJECT

The Hayward Unified School District (District) issues this Request for Qualifications and Proposals ("RFQ/P") as authorized by Public Contract Code section 17250.50, et seq., to retain a qualified firm/team for the design-build services required for the construction of its District-Wide Security Systems Project ("Project"). All prospective design-build entities that seek to contract with the District to perform the Project must respond to this **RFQ/P #26.005**.

Design-build entities that intend to submit a sealed response to the RFQ/P on or before **10:00 AM, February 19, 2026**; and (2) hold a **Class B and or C-10** Contractors License that is current, valid, and in good standing with the California Contractors' State License Board. (3) Must have DSA design-build experience as further detailed in this RFQ/P.

A pre-proposal meeting will be held on **February 4, 2026, at 10:00 AM**. Attendance is mandatory. Please see the link to the Google Meet: https://meet.google.com/ueb-nusj-ghb?hs=122&authuser=0

The RFQ/P can be found on the District website at https://www.husd.us/departments/business-services/bonds, or by contacting facilitiesbond@husd.k12.ca.us. Questions must be submitted in writing via email to facilitiesbond@husd.k12.ca.us by **10:00 AM on February 9, 2026.**

The successful design-build entity shall be required to furnish a 100% Performance Bond and a 100% Payment Bond for the construction portion of the Project. The successful design-build entity and its subcontractors shall pay all workers on the Project not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations (DIR), State of California, for the type of work performed and the locality in which the work is to be performed within the boundaries of the District, pursuant to sections 1770 et seq. of the California Labor Code. Prevailing wage rates are available from the District or on the Internet at: http://www.dir.ca.gov. The successful design-build entity shall comply with the registration and qualification requirements pursuant to sections 1725.5 and 1771.1 of the California Labor Code

If the District issues addenda to this RFQ/P, prospective design-build entities are solely responsible for and must acknowledge receipt of addenda in the design-build entity's response.

HAYWARD UNIFIED SCHOOL DISTRICT

Publication Dates: (1) January 23, 2026 (2) January 30, 2026

Hayward Unified School District
24411 Amador Street,
Hayward, CA 94544

January 23, 2026

REQUEST FOR QUALIFICATIONS AND PROPOSALS ("RFQ/P")
FOR DESIGN-BUILD SECURITY SYSTEM PROJECT
RFQ/P # 26.005

The Hayward Unified District ("**District**") issues this Request for Qualifications and Proposals ("**RFQ/P**") to invite the submission of Responses, defined herein, from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("**Firm(s)**") to perform design-build services as authorized by Education Code section 17250.60, et seq.

Award. Through this RFQ/P, the District intends to award to one DBE all phases of the Project, as identified in **Attachment 1** to this RFQ/P. DBEs that intend to submit a Response must:

- Be insured;
- Hold a **Class B and or C-10** Contractors License, which is current, valid, and in good standing with the California Contractors' State License Board; and
- Must have DSA design-build experience as further detailed in this RFQ/P.

Attached Documents. Attached hereto as are the following links to documents:

Attachment No.	Attachment Description
Attachment 1	Project Description & Project Criteria
Attachment 2	Project Cost Breakdown Form
Attachment 3	Scoring of Best Value Selection Process
Attachment 4	Subcontractor Procurement Process
Attachment 5	Project Labor Agreement
Attachment 6	Sole Source- Hanwha
Attachment 7	High School Site Maps and Information
Attachment 8	As Built Drawings
Attachment 9	Design-Build Contract Form

Scope. The basic scope and estimated costs of the Project are as follows:
- The design by the selected DBE of a District-wide video surveillance system, based on the Project Criteria (**Attachment 1)**; and
- Installation of the improvements based on the plans prepared by the selected DBE.
- The District's estimate for the Project cost is **$9,000,000** ("**Project Budget**").

Pre-Proposal Meeting: A pre-proposal meeting will be held on **February 4, 2025, at 10:00 AM**. Attendance is mandatory. Please see the link to the Google Meet:
https://meet.google.com/ueb-nusj-ghb?hs=122&authuser=0

Questions. Questions regarding this **RFQ/P no. 26.005** must be submitted in writing and directed only to **facilitiesbond@husd.k12.ca.us** and must be submitted by **10:00 AM, Monday, February 9, 2026**, as indicated in the RFQ/P Schedule**.** DBEs with questions or comments about this RFQ/P, the Contract, or the Project should not contact any other District representative, consultant, or employee.

Responses. Interested DBEs are invited to submit a sealed Response as described below, with one (1) original and two (2) copies of requested materials as well as a digital copy on a thumb drive, to the District Administration/Purchasing Department, located at 24411 Amador Street, Hayward, CA 94544 in accordance with this RFQ/P on or before **10:00 AM on Thrusday, February 19, 2026.**

RFQ/P Schedule. The District shall follow this schedule for the review and selection process. The District reserves the right to modify this schedule.

Event	Time/Date
Release of RFQ/P	10:00 AM _F., January 23, 2026
Pre-Proposal Meeting	10:00 AM_W., February 4, 2026
Questions Due	10:00 AM_M., February 9, 2026
Responses Due	**10:00 AM TH, February 19, 2026**
Interviews (if District elects to hold interviews)	TBD

RFQ/P Addenda. If the District issues addenda to this RFQ/P, DBEs are solely responsible for and must acknowledge receipt of addenda in the DBE's Response. Failure to acknowledge and respond to any addenda issued by the District may, in the District's sole discretion, render the DBE's Response to be deemed non-responsive and may be rejected.

This RFQ/P is not a formal request for bids or an offer by the District to contract with any party responding to this RFQ/P. The District reserves the right to reject any and all Responses and to amend this RFQ/P, as necessary. All materials submitted to the District in response to this RFQ/P shall remain the property of the District.

Thank you for your interest in working with the Hayward Unified School District.

1. **General Information.**

1.1. General Services. The District invites qualified DBEs to submit a Response which sets forth its ability to provide the Services, as more fully indicated herein. DBEs must have extensive experience with the Uniform Building Code ("**UBC**").

1.2. Design-Build Entity. An eligible DBE under Education Code section 17250.15 (d), means a corporation, limited partnership, partnership, or other association that is capable of providing appropriately licensed contracting, architectural, and engineering services as needed pursuant to a design-build contract. Nothing in this RFQ/P is intended nor should it be interpreted as contravening the provisions of the Public Contract Code or Education Code. The DBE shall be fully knowledgeable of, and shall comply with, the provisions of Education Code section 17250.10, et seq.

1.3. **Project / Program Consultant.** The District may, at its expense, retain the services of a design professional or project manager, or both, throughout the course of the Project to ensure compliance with agreed-upon specifications and other requirements.

1.4. **Contract Requirements.** A contract between the District and the selected DBE will be executed that will outline the full requirements and expectations of the Project. That form of contract is attached hereto as **Attachment 9** ("**Contract**")

1.4.1. **Indemnity.** Pursuant to Public Contract Code section 20103.6, the Contract with the DBE includes language requiring the Designer/Builder to indemnify the District to the furthest extent permitted by California law.

1.4.2. **Bonds & Insurance**. Pursuant to the Contract, the DBE shall be required to obtain:
1.4.2.1. A payment bond and performance bond to cover the contract amount for installation services; and
1.4.2.2. Errors and omissions insurance coverage sufficient to cover all design and architectural services provided in the Contract.

1.5. **Subcontractors**. The Design-Build Statute for California public schools indicates how Firms are permitted to select subcontractors. Pursuant to Education Code § 17250.10, et seq., DBEs shall list in its Response, specific subcontractors that the Firm will enter into contract with to perform scopes of work on the Project. (See **Attachment 4**) Any subcontractor listed though, will have all the protections of Public Contract Code § 4107, et seq., and will have a right to a contract with the Firm. If the Firm intends to utilize this approach, the Firm must provide this information and only list one (1) subcontractor for each scope of work:

Subcontractor Name:	Portion of Work (Scope):	Location of Business:	CSLB No.:
			DIR No.:

1.6. **Subcontractor Selection Process**. Describe the process by which the DBE selects subcontractors from whom they will be accepting bids once the design for their trade is completed, how these subcontractors are vetted to assure they are fully qualified for the work they will perform on public works contracts, how the DBE assures there are no gaps in trade coverage, and any circumstances that might lead the DBE to propose to award a subcontract to a subcontractor who is not the lowest bidder under a public contract bidding process.

1.7. **Conflicts of Interest.** The District will strictly evaluate any potential or actual conflicts of interest to ensure avoiding even the appearance of impropriety in the procurement and performance of the services for the Project. The DBE selected to provide the Services will not be permitted to have any subsidiary, parent, holding company or affiliate of the selected DBE perform any installation work or submit a bid for the Project, without the prior written approval of the District that sufficiently addresses the conflict-of-interest issues, to the sole discretion of the District.

2. **DBEs' SOQs.** DBEs' SOQs must be consecutively numbered on each page and must include the following information, using the following outline structure, except as may be otherwise directed. The DBEs' SOQ shall **be no longer than seventy-five (75) pages, 8½" x 11" paper**, inclusive of résumés, forms, and pictures, and tabbed according to the numbering system reflected below. Please provide the District with an SOQ that includes the following:

2.1. **Letter of Interest**. A dated Letter of Interest must be submitted, including the legal name of the DBE, address, telephone, emails, and the name, title, and signature of the person authorized to submit the SOQ on behalf of the DBE. The Letter of Interest should provide a brief statement of the DBE's qualifications.

2.2. **Table of Contents**. A table of contents of the material contained in the SOQ must follow the letter of interest.

2.3. **Executive Summary**. An executive summary that outlines the DBE's philosophy, along with a brief summary of the DBE's qualifications.

2.4. **DBE History / Background**.

2.4.1. **History.** Provide a brief history of the DBE, and, if a joint venture, of each participating entity.

2.4.2. **Legal Structure.** The specific structure of the DBE. If the DBE is a corporation, limited liability company, partnership, joint venture, or other legal entity, please provide a copy of the organizational documents or agreement committing to the form of organization. Please provide detailed information about the formation of the DBE and how it complies with applicable statutory requirements of the Business and Professions Code and Education Code section 17250.10, et seq., including sections 17250.15(c) and (d), which states:

> *"…(c) 'Design-build' means a project delivery process in which both the design and construction of a project are procured from a single design-build entity.*
>
> *(d) 'Design-build entity' means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services, as needed, pursuant to a design-build contract."*

2.4.3. **Insurance.** The DBE is required to maintain professional liability insurance. Provide a detailed description of how or if the District will be a direct beneficiary to the DBE's professional liability insurance and how the District will have the ability to make a recoverable claim against the DBE's professional liability insurance, if such a claim becomes necessary.

2.5. **Proposed Personnel / DBE Team and Other Professional Service Providers**.

2.5.1. Include resumes of key personnel who would be performing Services for the District including, without limitation, design professional(s), onsite personnel, project manager, etc. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District, their experience with other similar projects, and their proposed roles in this Project Indicate each person's availability to provide the Services. At a minimum, the personnel identified must include:

2.5.1.1. Project Manager;
2.5.1.2. Design Phase Services Manager;
2.5.1.3. Site Superintendent;
2.5.1.4. Project Architect / Project Engineer.
2.5.1.5. Quality Control Manager
2.5.1.6. Project Scheduler
2.5.1.7. Safety Manager
2.5.1.8. Estimator

2.5.2. **Strength of Design Team**. Identify the proposed Design Partners, the Design Partners' experience with other similar projects, the key individuals who are proposed for this project, their specific roles in prior projects, and their proposed roles in this Project.

2.5.3. **Strength of Project Management Team**. Identify the Firm's experience with similar projects, the key individuals who are proposed for this Project who will be working primarily on-site, their specific roles in prior projects, and their proposed roles in this Project.

2.6. **Services Offered.** Provide a comprehensive description of the services offered by DBE, addressing each of the following:

2.6.1. **Design Management Plan**. Describe how the Firm will approach the design to achieve all the requirements of the District including quality, lifecycle costs, enhancements and efficiencies, utility path conflicts, selection of equipment and materials, estimating, and designing within the budget. The SOQ should also address designer support during installation including submittal approvals, requests for design clarifications, unforeseen conditions, and project close out.

2.6.2. **Project Management Plan**. Describe the approach the team primarily working on-site will take to achieve all of the requirements of the District, including quality control, safety, and the extent the on-site project management team will work with the design team to identify utility path conflicts, material and equipment selection and installation estimate validations.

2.6.3. **Materials and Equipment**. Describe the types of materials and equipment that will be proposed, the advantages of these types over alternatives, and identify any long lead items that will have to be ordered early and carefully tracked to avoid any delays in installation.

2.6.4. Safety Plan and Safety Record. Please provide the DBE's Workers' Compensation Experience Modification Rate and a copy of the DBE's safety plan, the average total recordable injury/illness rate for the most recent three-year period, and the average lost work rate for the most recent three-year period. Also, describe the DBE's Injury & Illness

Protection Plan (IIPP) and indicate if the DBE's IIPP has been approved by OSHA. If the DBE is a newly-created, provide the above information for each entity that is part of the DBE.

2.6.5. **Commitment to Project Budget.** The Project Budget includes all design, engineering, administration, bonding, insurance, fees, permits, installation and contingency. Confirm that the DBE will complete this Project at or below the Project Budget and, if not, why that Project Budget is not sufficient. In addition, explain the methods and processes you will use to ensure the Project does not exceed the Project Budget to ensure that the District will receive the best value pricing from subconsultants and subcontractors.

2.6.6. **Life Cycle / Energy Efficiency Components.** Describe the DBE's capacity and intention to integrate and develop life cycle costs of products, equipment, and components of at least 15 years into the Project design and use sustainable materials to the extent practical. The firm should also identify any demolished materials that are planned to be recycled. Provide examples from other projects if possible.

2.6.7. **Guaranteed Maximum Price (GMP) Development Process**. Explain the efforts and controls the Firm will use to develop the final GMP, ensuring the Project is completed within the Project budget. Describe the interaction between all parties within the Firm and the parties the Firm must work with, including manufactures and suppliers, State agencies, local regulatory agencies, inspectors, and end users, to provide the District with the greatest value, delivered on time with the highest quality for the fair market cost.

2.7. **Recent Project History**.

2.7.1.1. Describe the Firm's experience in designing, installing, and completing security system projects similar to the Project described in **Attachment 1**.

2.7.1.2. Describe and demonstrate the Firm's relevant experience and qualifications by identifying five (5) relevant security system projects or similar projects performed by the Firm in the past ten (10) years in California. Include the following information for each project:

2.7.1.2.1. Name of project and owner,
2.7.1.2.2. Project address or location,
2.7.1.2.3. Scope of projects, description of services provided,
2.7.1.2.4. Contact person and telephone number for owner,
2.7.1.2.5. Firm's person in charge of each project,
2.7.1.2.6. Project architect name and telephone number,
2.7.1.2.7. Dollar value of each project,
2.7.1.2.8. Financing structure and the Firm's role in establishing any financing or funding, including the Firm's obligations related to ensuring payback of that funding and the status of that payback.
2.7.1.2.9. Original installation budget and final installation cost,
2.7.1.2.10. Collaborative approach and financing unique to the project,
2.7.1.2.11. All litigation arising from the project, if any. Provide information related to the issues in the litigation, the status of litigation, names of parties, and the outcome.

2.8. **Firm's Ability to Successfully Manage this Project Considering the Firms' Concurrent Workload**. Summarize the other projects the Firm is currently committed to have under way at the same

time as this Project. Discuss the Firm's total capacity to manage projects and how this Project will receive the management required for a successful completion.

2.9. **Firm's Benefits to the Community**. Describe the efforts the Firm will take that will improve and bring benefit to the local Community.

2.10. **Firm's Plan to Minimize Negative Impacts on School Operations**. Describe the actions the Firm will take to minimize any negative impacts the installation might have on the normal, scheduled school operations.

2.11. **Letters of References.** Include letters of reference or testimonials, if available. DBE should limit letters of references or testimonials to no more than ten (10).

2.12. **Professional Development.** Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding DBE's qualifications and expertise.

2.13. **DBE's Current Work Commitments**. Specify the current and projected workload of DBE.

2.14. Acknowledgement of Receipt of Addenda. An acknowledgement of receiving any addenda to the RFQ/P that may be issued by the District.

2.15. **Project Labor Agreement**. The DBE awarded the Project pursuant to this RFQ/P will be required to comply with all the requirements in the Project Stabilization Agreement between the District and the Building and Construction Trades Council of Alameda County, a copy of which is **Attachment 5** to this RFQ/P.

2.16. **Skilled and Trained Workforce.** The successful Firm and its subcontractors at every tier shall use a skilled and trained workforce at minimum percentages, as indicated in Public Contract Code section 2600, et seq. and Education Code section 17250.62(c) ("**SWF Statutes**").

2.17. **Contract Form.** If a DBE has any comments or objections to the Contract attached hereto as **Attachment 9** to this RFQ/P, it shall provide those comments or objections with specificity in its SOQ. **PLEASE NOTE: THE DISTRICT WILL NOT CONSIDER ANY SUBSTANTIVE CHANGES TO THE FORM OF CONTRACT IF THEY ARE NOT SUBMITTED AT OR BEFORE THE TIME THE SOQ IS DUE.**

2.18. **Certification.** Please include the following certification in your statement:

"*We hereby certify under penalty of perjury that the foregoing information is true and correct.*"

_____

[signatures of the DBE, its general partners or joint venture members]

2.19. Additional Information. Provide any other information that would assist the District in understanding the DBE's qualifications, experience, and capacity to efficiently and effectively complete the Project.

3. **Proposals.** DBEs must complete the Project Cost Breakdown Sheet (**Attachment 2**).

4. District's Evaluation. The DBE will be selected based on the "best value" as determined by the District through this RFQ/P. Best value is defined as "value determined by objective criteria and may include, but need not be limited to, price, features, functions, life-cycle costs, and other criteria deemed appropriate by the school

district." (Education Code § 17250.15.)

4.1. **Scoring.** The following table indicates how the District will score steps 1 – 5. The scoring and criteria for all steps are included in **Attachment 3** to this RFQ/P. Only Firms that receive the minimum qualification points as required at each step will move to the next step.

STEP 1: Scoring of SOQ	**Minimum qualification points required in STEP 1 for Firms to proceed to STEP 2** **420** (Total maximum possible points is 585)
STEP 2: References Scoring	**Minimum qualification points required in STEP 1 for Firms to proceed to STEP 2** **90** (Total maximum possible points is 130)
	The District will only consider the Proposals of the DBEs that have the required minimum scores after both STEP 1 and STEP 2.
STEP 3: Evaluation of Proposals	Total maximum possible points for proposal is 300.
STEP 4: Scoring of Interviews	The District, at its discretion, may elect to forego conducting interviews. If the District conducts interviews, the total maximum possible points is 110.

SELECTION OF SUCCESSFUL FIRM
● The District shall award the Contract for the Project to the DBE with the highest best value score. ● If the District does not conduct interviews and does not conduct reference checks, the best value points required from STEP 1 and STEP 3 shall determine the successful DBE for the Project. ● If the District conducts interviews and does not conduct reference checks, the best value points required from STEP 1, STEP 3 and STEP 4 shall determine the successful DBE for the Project.

4.2. In Step One, the District will review and evaluate all SOQs received from those DBEs.

4.3. In step Two, the District will review the DBE's listed references.

4.4. SOQs will be opened privately to assure confidentiality and avoid disclosure of the contents to competing DBEs prior to and during the review, evaluation, and negotiation processes. However, to the extent that the SOQs are public records under California law, they may be released to the public if requested by members of the public.

4.5. After the SOQs and references are scored, the Responses shall be ranked and the District, and at its discretion, the District may elect to shortlist and only consider the Proposals of the highest ranked DBEs.

4.6. **Notification.** The District will notify DBEs of their status after Steps 2. Firms that do not receive the required minimum qualification points to move to a next step, may request in writing a

debriefing, which will be restricted to no more than two (2) persons from the DBE to have a discussion with the District staff regarding that DBE's Response. All debriefings will take place at the District's sole convenience.

4.7. **Interviews (Optional, at District's Discretion).** After the Proposals are evaluated and/or ranked, the District, at its sole discretion, may elect to interview DBEs. Adequate time will be allowed for presentation of qualifications followed by questions and answers.

4.8. District staff may choose to begin negotiations with the DBE that District staff, in its opinion, believes offers the best value to the District and may commence negotiations of services with that DBE.

4.9. If the District is unable to successfully negotiate a satisfactory agreement with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the DBE that it believes offers the next best value, in sequence, until an agreement is reached or determination is made to reject all submittals.

4.10. Final selection of a DBE shall be at the sole discretion of the District's Board after recommendation from District staff.

4.11. During the evaluation of the Responses, contact shall only be through the individual identified in the RFQ/P. Firms shall neither contact nor lobby evaluators during the evaluation process. Attempts by a Firm to contact and/or influence the District may result in disqualification of that Firm.

4.12. The District reserves the right to contract with any DBE responding to this RFQ/P, to reject any Response as non-responsive, and not to contract with any DBE for the Services described herein. The District makes no representation that participation in the RFQ/P process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any SOQ.

4.13. All Responses will become the property of the District and subject to the California Public Records Act, Government Code sections 7920.000, et seq. Those elements in a Response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its Response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a Response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its Response, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

Attachment 1

PROJECT DESCRIPTION & PROJECT CRITERIA

DISTRICT- WIDE SECURITY SYSTEM DESIGN-BUILD PROJECT

The Project consists of the design and installation of video surveillance systems at the following sites:

- 19 Elementary Schools
- 5 Middle Schools
- 3 High Schools
- District Main District Office
- District Warehouse
- Parent Resource Center - HUB

At this time, the District is only requesting a Proposal for the installation of video surveillance systems at three of the District's high schools. The high schools and the number of cameras to be installed at each are as follows:

- Tennyson High School 21
- Hayward High School 45
- Mt. Eden High School 21

The specific technical requirements and the installation locations are attached.

The remaining sites enumerated above shall be addressed through a progressive design-build process. The selected team is required to coordinate with District staff to determine camera placements and execute site surveys. Upon completion, the selected team will proceed with the finalized design and pricing for all remaining campuses. District staff will subsequently seek an amendment to the original agreement from the Board to encompass all outstanding campuses.

Scope should include the following:

- Please see attachment 6 for sole source resolution # 2526-20 approved by the Board of Education on January 14, 2026.
- Dedicated server/s at each site for cameras
- Software Licensing for each camera installed
- Ensure installed system hardware is compatible with Boring Labs Software currently used by District staff.
- Provide 4 additional years of software licensing for Boring Labs Software
- Ensure installed system hardware is compatible with Milestone Software currently used by District staff.
- Provide 4 additional years of software licensing for Milestone Software
- System shall include integrated Artificial Intelligence (AI) features that can be configured for search functionality.
- Provide training for all systems in the scope of work, both hardware and software.
- Include replacement of existing servers that service the camera system at each of the campuses.

Additional Information to follow:
- Available as-built documents will be issued in an addendum

Attachment 2

PROJECT COST BREAKDOWN FORM FOR THREE (3) HIGH SCHOOLS

Provide a complete cost proposal for the scope of the work. The proposal should include separate breakdowns for each High School and clearly list specific labor and materials.

Please fill in the following Project Cost Breakdown spreadsheet form. You may use this form or your Firm's own form.

Design Work		$_____
Installation Labor		$_____
Equipment Cost		$_____
General Requirements	Bonds _____%	$_____
	Insurance _____%	$_____
	Builder's Risk _____%	$_____
	Overhead	$_____
	Profit _____%	$_____
	Subcontractor Mark Up _____%	$_____
	Project Administration	$_____
General Conditions		$_____
	TOTAL	**$_____**

Attachment 3

SCORING OF BEST VALUE SELECTION PROCESS

STEP 1 – SOQ SCORING

The following scoring will be used in evaluating the Firm's SOQ responses to the following criteria, which will be determined by review all portions of the SOQ, including the "Content of SOQs" section of the RFQ/P and the "DBE Project References" section of the Prequalification Questionnaire.

	Scoring Element	Maximum SOQ Points	Firm's SOQ Points
1	Strength of Design Team	30	
2	Strength of Project Management Team	40	
4	Design Management Plan	50	
5	Project Management Plan	50	
7	Installation Phasing and Schedule Management	50	
8	Materials and Equipment	15	
10	Subcontractor Selection Process	40	
11	GMP Development Process	120	
12	Safety Plan and Safety History	30	
13	Recent Project History	100	
14	Firm's Ability to Successfully Manage Project Considering Concurrent Workload	30	
18	Firm's Plan to Minimize Negative Impacts on School Operations	10	
19	Firm's Commitment to Energy Savings and Sustainability	20	
	Total Points	**585**	0

STEP 2 - REFERENCES SCORING

1. Contacts references from the Firm's response to the "**DBE Project References**" section of the Prequalification Questionnaire and scores those responses.

2. Fill out the information in Section I of the Qualification Evaluation – Reference Form and then call the contact person.

3. Ask the questions in Section II of the Qualification Evaluation – Reference Form. Ensure that you obtain the information regarding whether the Firm's performance in that area was "unsatisfactory," "below average," "average" or "above average." Assign the corresponding score for each answer in Section III.

4. Complete Section III of the Qualification Evaluation – Reference Form with the information received during the call.

5. Use a separate Qualification Evaluation – Reference Form for each call.

6. Make three (3) complete reference calls for each Firm.

7. Enter the "Total Score for This Project" of all the Qualification Evaluation – Reference Forms for that Firm into an "Averaging" Worksheet.

Sample "Averaging" Worksheet for 3 reference calls per Firm – See next page	
"Total Score for This Project" from first call	
"Total Score for This Project" from second call	
"Total Score for This Project" from third call	
Total	
Total divided by three (÷ 3) **[DIVIDE SCORE BY NUMBER OF CALLS]** This is the score for the Firm for the References Step in the evaluation process.	

STEP 2 – REFERENCES SCORING (CONTINUED)

References – Qualification Evaluation Form

Section I - General Project Information

Name of Firm:	Total Contract Costs:
	Contract Start/End Dates:
Project Title:	Actual Completion Date:
Scope of Work:	
Name of Public Agency:	Telephone Number of Contact Person:
Name of Contact Person:	Date and Time of Interview of Contact Person:
Architect Firm:	Principal Architect in Charge of Project:

Section II – Telephone Interview Questions

1. **Quality of Work**. Were there quality-related problems on the project? Were these problems attributable to the Firm? Was the Firm cooperative in trying to resolve problems? If not, provide specific examples. **Please rate the Firm with respect to quality of work as either unsatisfactory, below average, average, or above average**.

   _____

   _____

2. **Scheduling.** Rate the Firm's performance with regard to adhering to project schedules. Did the Firm meet the project schedule? If not, was the delay attributable to the Firm? **Please rate the Firm with respect to scheduling as either unsatisfactory, below average, average, or above average.**

   _____

   _____

3. **Subcontractor (Project) Management.** Rate the Firm's ability to manage and coordinate subcontractors (if no subcontractors, rate the Firm's overall project management). Was the Firm able to effectively resolve problems? If not, provide specific examples. **Please rate the Firm with respect to project management as either unsatisfactory, below average, average, or above average.**

   _____

   _____

4. **Change Orders**. Rate the Firm's performance with regard to change orders and extras. Did the Firm unreasonably claim change orders or extras? Were the Firm's prices on change orders and extras reasonable? If not, provide specific examples. **Please rate the Firm with respect to change orders as either unsatisfactory, below average, average, or above average.**

_____

_____

5. **Working Relationships**. Rate the Firm's working relationships with other parties (i.e. owner, designer, subcontractors, etc.). Did the Firm relate to other parties in a professional manner? If not, provide specific examples. If not, provide specific examples. **Please rate the Firm with respect to working relationships as either unsatisfactory, below average, average, or above average.**

_____

_____

6. **Responsiveness**. Rate the Firm's responsiveness to telephone calls, emails, meetings, requests for action, etc. Did the Firm respond to inquiries promptly and substantively? If not, provide specific examples. **Please rate the Firm with respect to responsiveness as either unsatisfactory, below average, average, or above average.**

_____

_____

7. **On-Site Firm Staff**. Rate the Firm's on-site staff relating to their management of the site, communication and interaction with owner's staff, and familiarity with project scope and status. **Please rate the Firm's on-site staff as either unsatisfactory, below average, average, or above average.**

_____

_____

8. **Paperwork Processing**. Rate the Firm's performance in completing and submitting required project paperwork (i.e. submittals, drawings, requisitions, payrolls, etc.). Did the Firm submit the required paperwork promptly and in proper form? If not, provide specific examples. **Please rate the Firm with respect to paperwork processing as either unsatisfactory, below average, average, or above average.**

_____

_____

9. **Value Engineering**. Rate the Firm's performance in analyzing designed building features, systems, equipment, and material selections for the purpose of achieving essential functions at the lowest life cycle cost consistent with required performance, quality, reliability, and safety. **Please rate the Firm with respect to providing value engineering services as either unsatisfactory, below average, average, or above average.**

_____

_____

Section III - Numerical Rating

If the contact person rates the Firm unsatisfactory in any area, please attempt to provide written comments in Section II to explain the rating(s) assigned.

Firm's Name: _____

		Unsatisfactory	Below Average	Average	Above Average	Rating
1.	Quality of Work	0	5	15	20	
2.	Scheduling	0	5	10	15	
3.	Subcontractor (Project) Mgt.	0	5	10	15	
4.	Change Orders	0	5	10	15	
5.	Working Relationship	0	5	10	15	
6.	Responsiveness	0	5	10	15	
7.	On-Site Staff	0	5	10	15	
8.	Paperwork Processing	0	2	5	10	
9.	Value Engineering	0	2	5	10	
					Total Score for This Project	

STEP 3 – PROPOSAL SCORING

After Proposals are received, the District will evaluate the Proposals based on the following criteria:

Criteria	Possible Points
Price	100
Vendor financing	10
Performance reliability	10
Standardization with the District's existing system(s)	10
Life-cycle costs	10
Delivery timetables	20
Support logistics	10
The range of available competing products and materials available	10
Fitness of purchase	10
Manufacturer's warranties	10
Level of responsiveness to the information requested in the RFP	100
Total	**300**

STEP 4 – INTERVIEW SCORING

Firms meeting or exceeding the minimum total qualification points through Step 3 will be invited to interview with the District. The subject matter for the interview will be at the District's discretion, but may include, at a minimum, the following topics.

Item	Maximum Qualification Points	Qualification Points
1. Past Projects/Experience: Firm's articulation of Firm's history, education, and background; Firm's experiences working with similar, past projects; particularly with design-build projects; issues faced and how addressed (i.e. bonding/surety involvement, owner relations, citations, etc.); and questions, concerns, and highlights from SOQ.	**35**	
2. Current Project: Firm's articulation of how it will design and construct the Project, its ideas related to constructability, and other project-specific ideas, concerns, or related issues (i.e. schedules, life-cycle components, energy efficiency, budgets, subcontractor and subconsultant selection, etc.).	**30**	
3. Overall Ability and General Suitability. Firm's articulation of its overall skills, ability to complete the Project, and general suitability for the District's purposes (i.e. implementation of District policies and procedures, compliance with District Programs, political atmosphere, additional information, etc.)	**25**	
4. Personnel/Leadership/Teamwork: Firm's articulation of its Project-designated personnel, leadership, cooperation between design team and construction team, subcontractor relations, subconsultant relations, etc.	**20**	
SUBTOTAL QUALIFICATION POINTS FROM STEP 4	**110**	

Attachment 4

SUBCONTRACTOR PROCUREMENT PROCESS

Bidding for Subcontractor Work. DBE's procurement/bidding for its Subcontractors shall comply with the requirements set forth in Education Code section 17250.35 and as required by the District. The Subcontractor procurement process for all DBE's subcontractors performing work valued in excess of ½ of 1% of the Guaranteed Project Cost shall be the following:

Step 1. **Public Notice**. When directed by the District, the successful DBE shall provide notice of bidding for Subcontractors "in accordance with the publication requirements applicable to the District's competitive selection process" to solicit Subcontractors in compliance with statutory requirements and the District's process. **The District intends to work with the successful DBE for the Project to issue an advertisement to solicit Subcontractors in compliance with statutory requirements and the District's process. DBE's Subcontractor advertisement must be approved by the District prior to publication.**

Step 2 **Subcontractor Qualification Criteria and Standards for Best-Value Process.** The selected DBE shall use the following qualification criteria and standards for Subcontractors solicited for the project. The selected DBE may **NOT** add additional qualification criteria and standards unless the District consents in writing:

Best Value Criteria for Subcontractors	Required Response for a Subcontractor to Qualify
1. Has the subcontractor performed at least two (2) subcontracts for at least 90% of the value of the current subcontract?	**Yes**
2. Has the subcontractor been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California within the past five (5) years?	**No**
3. Has the subcontractor defaulted on a contract, been substituted off a project after beginning performance, or been terminated for cause by any prime contractor or public agency on any project within California during the past five (5) years and has that default, substitution or termination been upheld by a court or an arbitrator?	**No**
4. Has the subcontractor paid liquidated damages pursuant to a contract for a project with either a public or private owner within the past five (5) years?	**No**
5. Has the subcontractor's Workers' Compensation Experience Modification Rate exceeded 1.5 at any time for the past five (5) premium years?	**No**
6. Has the subcontractor failed in its performance of a contract with the DBE during the past five (5) years and does the DBE have documentation to support that failed performance? (If so, and if the DBE does not wish to subcontract with that subcontractor and if it provides to the District that documentation, the District shall, at its reasonable discretion, permit DBE to list and contract with the next lowest subcontractor for the project.)	**No**

Step 3. **Low Bid, Best Value, or Combination of Both**.

- The DBE may be permitted to award some or all of its subcontracts based on a best value basis **as determined by the District** prior to DBE's bid solicitation. Otherwise, the DBE shall award to subcontractors with the lowest responsive, responsible bid.

- DBE may submit a request in writing to the District, if DBE believes it is warranted to award a specific scope of work based on the best value basis. DBE shall provide in writing its justification and supporting documentation to justify, to the District's satisfaction, its basis for the request prior to awarding subcontract(s) for specific scope(s) of work. The District, at District's sole discretion, may accept or deny DBE's request. If the District denies DBE's request, DBE shall award that specific scope of work to the subcontractor with the lowest responsive, responsible bid.

- DBE shall also submit to the District, all documentation of its bid solicitation process, including advertisements, bid evaluation criteria, bids submitted, and proposed award documentation.

Attachment 5
Project Labor Agreement

PROJECT LABOR AGREEMENT

HAYWARD UNIFIED SCHOOL DISTRICT

Measure I

CONSTRUCTION PROJECT STABILIZATION AGREEMENT

Document Ref: PVXRK-WQPEI-7DV22-SUT8M

PROJECT STABILIZATION AGREEMENT
TABLE OF CONTENTS

1.	**DEFINITIONS**	3
2.	**SCOPE OF AGREEMENT**	4
3.	**EFFECT OF AGREEMENT**	8
4.	**WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS**	9
5.	**PRE-CONSTRUCTION CONFERENCE**	11
6.	**NO DISCRIMINATION**	12
7.	**UNION SECURITY**	12
8.	**REFERRAL**	12
9.	**WAGES AND BENEFITS**	14
10.	**EMPLOYEE GRIEVANCE PROCEDURE**	15
11.	**COMPLIANCE**	15
12.	**JOINT ADMINISTRATIVE COMMITTEE**	15
13.	**GRIEVANCE ARBITRATION PROCEDURE**	15
14.	**JURISDICTIONAL DISPUTES**	17
15.	**MANAGEMENT RIGHTS**	17
16.	**SAVINGS CLAUSE**	17
17.	**TERM**	18
18.	**LOCAL HAYWARD HIRE REQUIREMENTS**	18
19.	**WORK OPPORTUNITIES PROGRAMS**	20
20.	**MISCELLANEOUS PROVISIONS**	22

PROJECT STABILIZATION AGREEMENT FOR THE
HAYWARD UNIFIED SCHOOL DISTRICT
MEASURE I PROJECTS

The purpose of this Agreement is to promote efficiency of construction operations during the Hayward Unified School District Measure I new construction and modernization projects ("Projects") as defined herein, and to provide for peaceful settlement of labor disputes and grievances without strikes or lockouts, thereby promoting the public interest in assuring the timely and economical completion of the Projects, while also helping to increase training and employment opportunities for the District's students in the construction trades through apprenticeship and pre-apprentice programs as the students graduate from the District's schools.

WHEREAS, the Hayward Unified School District ("District") has successfully implemented Project Stabilization Agreements in three previous bond programs and has found such agreements to improve construction outcomes and promote the efficient and prudent use of public funds;

WHEREAS, the successful completion of the Projects is of the utmost importance to the District to meet the educational needs of the District's students and to avoid increased costs resulting from delays in construction; and

WHEREAS, large numbers of workers of various skills will be required in the performance of the construction work, including those to be represented by the unions affiliated with the Building and Construction Trades Council of Alameda County ("Unions") and any other labor organization which is signatory to this Agreement employed by contractors and subcontractors who are signatory to this Agreement; and

WHEREAS, it is recognized that on projects of this magnitude with multiple contractors and bargaining units on the job site at the same time over an extended period of time, the potential for work disruption is substantial without an overriding commitment to maintain continuity of work; and

WHEREAS, the interests of the general public, the District, the Unions and Contractor/Employer(s) would be best served if the construction work proceeded in an orderly manner without disruption because of strikes, sympathy strikes, work stoppages, picketing, lockouts, slowdowns or other interferences with work; and

WHEREAS, the Contractor/Employers and the Unions desire to mutually establish and stabilize wages, hours and working conditions for the workers employed on the Projects by the Contractor/Employer(s), and further, to encourage close cooperation among the Contractor/Employer(s) and the Union(s) to the end that a satisfactory, continuous and harmonious relationship will exist among the parties to this Agreement; and

WHEREAS, the Agreement is not intended to replace, interfere, abrogate, diminish or modify existing local or national collective bargaining agreements in effect during the duration of the Projects, insofar as a legally binding agreement exists between the Contractor/Employer(s) and the affected Union(s) except to the extent that the provisions of this Agreement are inconsistent with said collective bargaining agreements, in which event, the provisions of this Agreement shall prevail; and

WHEREAS, the contracts for construction work on the Projects will be awarded in accordance with the applicable provisions of the Public Contract Code, Education Code and other applicable California law; and

WHEREAS, in recognition of the unique local Hayward funding of the Projects, the parties signatory to this Agreement realize that this Agreement should also be unique to Projects of this type in Hayward, and therefore is not to be considered a precedent for provisions sought in other future agreements outside of Hayward; and

WHEREAS, the District has the absolute right to select the lowest responsive and responsible bidder for the award of the construction contracts on the Projects; and

WHEREAS, the parties signatory to this Agreement pledge their full good faith and trust to work towards a mutually satisfactory completion of the Projects;

NOW, THEREFORE, IT IS AGREED BETWEEN AND AMONG THE PARTIES HERETO, AS FOLLOWS:

1. DEFINITIONS

1.1. **Agreement** means Project Stabilization Agreement.

1.2. **District** means the Hayward Unified School District, its employees, agents, and administrative staff under its Superintendent.

1.3. **Completion** of work on a project means that point at which there is Final Acceptance by the District of a project, defined as when the District has determined that the work to construct the project is in all respects 100% complete, including change orders, and that all contract drawings, warranties, certificates, manuals and data have been submitted and training completed in accordance with the contract documents. Division of State Architect approval is not required for determining that a project is complete.

1.4. **Contractor/Employer(s)** means any individual, firm, partnership or corporation (including the prime contractor, general contractor, construction manager, project manager, design-build entity, lease-leaseback entity or equivalent entity), or combination thereof, including joint ventures, and their successors and assigns, which is an independent business enterprise and enters into a contract with the District not excluded in this Agreement or any of its contractors or subcontractors of any tier, with respect to the construction of any part of the Projects under contract terms and conditions approved by the District and which incorporate the Agreement.

1.5. **Construction Contracts** means the public works contracts not excluded in this Agreement which will be signed by the District and which are necessary to complete the Projects, and all contracts and subcontracts thereunder.

1.6. **Projects** means all of the Hayward Unified School District Projects which are funded in whole or in part with Measure I bond funds, and where either the engineer's estimate of the total cost of the project or the cumulative bid amounts submitted by all contractor(s) awarded Construction Contracts for the Project exceeds one million

dollars ($1,000,000), as more fully set forth in Section 2.4.

1.7. **Union** or **Unions** means the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions").

1.8. **Program/Program/Project Manager** means the person(s) or business entity(ies) designated by the District to oversee all phases of construction on the Projects.

1.9. **Director of FMOT** means the Director of Facilities, Maintenance, Operations, and Transportation for the Hayward Unified School District.

1.10. **Master Agreement** means the Master Collective Bargaining Agreement of each craft Union signatory hereto.

1.11. **Hayward Resident** for purposes of this Agreement means any individual who at any time during the Projects' construction can certify through a utility bill, or other similar means acceptable to the parties to this Agreement, that the individual resided within either the boundaries of the Hayward Unified School District, Hayward City limits, or zip codes 94541, 94542,94546 and 94587, on the date of such certification.

1.12. **First Period Apprentice** is a first period apprentice who is enrolled in a State of California approved apprenticeship program that is a joint labor-management apprentice program.

1.13. **General Contractor** means the entity in contract with the District for construction of a particular Project, such as a prime contractor or lease-leaseback contractor.

2. SCOPE OF AGREEMENT

2.1. **Parties** The Agreement shall apply and is limited to all Contractors/Employer(s) performing construction contracts on the Projects, the District and the Building and Construction Trades Council of Alameda County, AFL-CIO ("Council") and any other labor organization signatory to this Agreement, acting in their own behalf and on behalf of their respective affiliates and member organizations whose names are subscribed hereto and who have through their officers executed this Agreement ("Signatory Unions"). It is agreed that liability under this Agreement is several and not joint.

2.2. **Project Description** The Agreement shall apply to all Construction Contracts identified by the District for the Projects. For the purposes of this Agreement, a Construction Contract shall be considered completed as set forth in Section 1.3, or when the District directs a Contractor to engage in repairs, warranty work, modifications, or punch list work under a Construction Contract or when a Contractor performs work under a change order for a Construction Contract.

2.3. **Project Labor Disputes** All project labor disputes involving the application or interpretation of a Master Agreement to which a signatory Contractor/Employer(s) and a signatory Union are parties shall be resolved pursuant to the resolution procedures of the Master Agreement. All disputes relating to the interpretation or application of the Project Stabilization Agreement shall be subject to resolution by the Joint Administrative Committee and the grievance arbitration procedure set forth in Article 13. Notwithstanding any specific dispute resolution procedures in this Agreement, all disputes arising from the Agreement shall be resolved by a neutral arbitrator.

2.4. This Agreement shall cover all public work or improvement for the Project including construction, alteration, demolition, installation and repair, site preparation, inspection, and surveying, that is part of a Construction Contract. This Agreement shall also cover Measure I-funded contracts such as job-order contracts or other "as-needed" or "not-to-exceed" contracts where the maximum contract amount is above the dollar threshold specified in Section 1.6, even if the amount of any individual job order is below the threshold. The District and the Council may mutually agree in writing to add additional projects or components to be covered by this Agreement. The term "Project" applies to each and all projects as defined in this section, whether used in the singular or plural herein.

2.5. This Agreement covers, without limitation, all site preparation, surveying, construction, alteration, demolition, installation, improvement, remediation, retrofit, painting or repair of buildings, structures and other works, and related activities for the Project that is within the craft jurisdiction of one of the Unions and that is directly or indirectly part of the Project, including, without limitation to the following examples, geotechnical and exploratory drilling, soils and materials testing and inspection, temporary HVAC, landscaping and temporary fencing, pipelines (including those in linear corridors built to serve the Project), pumps, pump stations, start-up, modular furniture installation, and final clean-up. Covered Work includes work done for the Project in temporary yards, dedicated sites, or areas adjacent to the Project, and at any on-site or off-site batch plant constructed to supply materials to the Project.

2.5.1. This Agreement covers testing and inspection where such testing and inspection is work performed at the site of construction and is a classification in which a prevailing wage determination has been published, and on-site trucking and on-haul and off-hauling to the fullest extent provided by law and the prevailing wage determinations of the DIR.

2.5.2. This Agreement covers all on-site fabrication work over which the District, the Contractor(s) or subcontractor(s) possess the right of control (including work done for a Project in any temporary yard or area established for a Project.) Additionally, this Agreement covers any off-site work, including fabrication necessary for the Project defined herein, that is covered by a current Master Agreement or local addenda to a national agreement of the applicable Union that is in effect as of the execution date of this Agreement.

2.5.3. This Agreement covers any start-up, calibration, commissioning, performance testing, repair, maintenance, and operational revisions to systems and/or

subsystems for the Project performed after Completion pursuant to a Construction Contract, unless performed by District employees.

2.6. Work covered by this Agreement within the following craft jurisdictions shall be performed under the terms of their National Agreements as follows: the National Transient Lodge (NTL) Articles of Agreement, the National Stack/Chimney Agreement, the National Cooling Tower Agreement, the National Agreement of Elevator Constructors, and any instrument calibration work and loop checking shall be performed under the terms of the UA/IBEW Joint National Agreement for Instrument and Control Systems Technicians, except that Articles 4, 13, and 14 of the Project Stabilization Agreement shall prevail and be applied to such work.

2.7. Exclusions

2.7.1. This Agreement is not intended to and shall not govern any construction work that is bid or performed prior to the effective date of this Agreement or on any District public works project that is not explicitly subject to this Agreement.

2.7.2. Equipment and machinery owned or controlled and operated by the District and not directly related to the Project;

2.7.3. This Agreement is not intended to cover work included in a power purchase agreement. Prior to the commencement of such work, the District shall meet and confer with the Council and the Unions to verify that it is not covered by this Agreement.

2.7.4. Shop fabrication work not covered under state prevailing wage determinations is excluded from this Agreement, with the exception of the shop fabrication work identified in Section 2.5 this Agreement.

2.7.5. This Agreement shall not apply to off-site maintenance of leased equipment and on-site supervision of such work.

2.7.6. Excluded from this Agreement is the delivery of supplies, equipment or materials that are stockpiled for later use.

2.7.7. This Agreement shall not apply to any non-Project work performed on or near or leading to the site of work covered by this Agreement that is undertaken by state, county, city, or other governmental bodies or their contractors. Work performed by public or private utilities, including all electrical utility, voice-data-video, and security installation work ahead of and up to the electrical service entry connection or the main point of entry into the building, shall be excluded. All electrical utility, voice-data-video, and security installation work performed after the electrical utility service entrance or the main point of entry shall be Covered Work. Additionally, all contracted work performed ahead of the service entrance connection and main point of entry that is inside the property line that provides for access to the building via a conduit or series of conduits shall be Covered Work.

2.7.8. In limited circumstances requiring special knowledge of the particular item(s), the installation of specialty process equipment or systems may be performed by employees of a manufacturer, or by designated representatives of the manufacturer, if necessary to maintain the manufacturer's warranty or guarantee; provided, however, that the manufacturer, contractor, or owner can demonstrate by an enumeration of specific tasks that the work cannot be performed by craft workers covered by this Agreement. All such work shall be identified and discussed at the Pre-Construction Conference as provided in Article 5 of this Agreement.

2.7.9. The Agreement is not intended to, and shall not affect or govern, the award of public works contracts by the District which are outside the approved scope of the Projects, if any.

2.7.10. The Agreement shall not apply to a Contractor/Employer's executives, managerial employees, engineering employees, supervisors above the level of general foreman (except those covered by existing Master Agreements), and office and clerical employees. Nor does the Agreement apply to or otherwise affect any Contractor/Employers' parent companies, subsidiaries, or affiliates.

2.7.11. The Agreement is not intended to, and shall not, affect the operation or maintenance of any school facilities within the District not expressly covered by the Project scope of work, nor shall the District be required to comply with this Agreement for any work performed with its own forces as permitted by the Public Contract Code and Education Code.

2.8. **Award of Contracts** It is understood and agreed that the District has the right to select any qualified bidder for the award of Construction Contracts under this Agreement. The bidder need only be willing, ready and able to execute and comply with this Agreement. It is further agreed that this Agreement shall be included in all invitations to bid or solicitations for proposals from contractors or subcontractors for work on the Project that are issued on and after the effective date of this Agreement.

2.9. It is understood by the parties that the District may, at any time, and at its sole discretion, combine, consolidate or modify and/or not build any one or more of the particular projects covered by this Agreement and, with mutual agreement of the negotiating parties to this Agreement, determine to build additional projects under this Agreement not currently covered by this Agreement. In addition, the District may, at any time, at its sole discretion, terminate, delay and/or suspend any or all portions of work covered by this Agreement. However, should the District remove any work, contract, or Project and thereafter authorize that work, contract, or Project to be commenced, then such work, contract, or Project shall be performed under the terms of this Agreement.

2.10. Nothing contained herein shall be construed to prohibit, restrict or interfere with the performance of any non-Project operation, work, or function which may occur at the Project site or be associated with the development of the Project, unless such operation,

work, or function is funded with Measure I funds and otherwise satisfies the definition of Project herein.

3. EFFECT OF AGREEMENT

3.1. By executing the Agreement, the Unions and the District agree to be bound by each and all of the provisions of the Agreement.

3.2. By accepting the award of a Construction Contract for the Projects, whether as contractor or subcontractor, the Contractor/Employer agrees to be bound by each and every provision of the Agreement and agrees that it will evidence its acceptance prior to the commencement of work by executing the Letter of Assent in the form attached hereto as Addendum A. This Agreement shall not be interpreted to prohibit or otherwise limit any non-union contractor or subcontractor from bidding on or submitting a proposal on any Project covered by this Agreement.

3.3. At the time that any Contractor/Employer enters into a subcontract with any subcontractor providing for the performance of the Construction Contract, the Contractor/Employer(s) shall provide a copy of this Agreement, as it may from time to time be modified, to said subcontractor and shall require the subcontractor as a part of accepting an award of a construction subcontract to agree in writing to be bound by each and every provision of this Agreement prior to the commencement of work. This Agreement shall only be binding on the signatory parties hereto and shall not apply to the parents, affiliates, subsidiaries, or other ventures of any such party.

3.4. This Agreement shall be included in all bid documents, requests for proposals, or other equivalent Project solicitations, which shall indicate that entering into this Agreement is a condition of the award of a Construction Contract(s) for the Project. A copy of all invitations to bid shall be provided to the Council at the time of issuance.

4. WORK STOPPAGES, STRIKES, SYMPATHY STRIKES AND LOCKOUTS

4.1. The Unions, District and Contractor/Employers covered by the Agreement agree that for the duration of the Projects:

4.1.1. There shall be no strikes, sympathy strikes, work stoppages, picketing, hand billing or otherwise advising the public that a labor dispute exists, or slowdowns of any kind, for any reason, by the Unions, Contractor/Employers, or employees employed on the Projects, at the job site of the Projects or at any other facility of the District, as a result of or related to a dispute on the Projects. Disputes arising between the Unions and Contractor/Employers on District projects other than the Projects are not governed by the terms of the Agreement or this Article.

4.1.2. As to employees employed on the Projects, there shall be no lockout of any kind by a Contractor/Employer covered by the Agreement.

4.1.3. If a master collective bargaining agreement between a Contractor/Employer

and the Union expires before the Contractor/Employer completes the performance of the Construction Contract and the Union or Contractor/Employer gives notice of demands for a new or modified master collective bargaining agreement, the Union agrees that it will not strike the Contractor/Employer on said contract for work covered under this Agreement and the Union and the Contractor/Employer agree that the expired master collective bargaining agreement shall continue in full force and effect for work covered under this Agreement until a new or modified master collective bargaining agreement is reached between the Union and Contractor/Employer. If the new or modified master collective bargaining agreement reached between the Union and Contractor/Employer provides that any terms of the master collective bargaining agreement shall be retroactive, the Contractor/Employer agrees to comply with any retroactive terms of the new or modified master collective bargaining agreement which are applicable to employees who were employed on the projects during the interim with retroactive payment due within seven (7) days of the effective date of the new or modified Master Agreement.

4.2. In the case of nonpayment of wages or trust fund contributions on the Projects, the Union shall give the District and the Contractor/Employer(s) notice of intent to withhold labor from the Contractor/Employer(s)' or their subcontractor's workforce, during which time the Contractor/Employer shall have the opportunity to correct the default. If, after receipt of such notice, the Contractor/Employer(s) fail to remedy such nonpayment within five (5) business days, a Union's withholding of labor (but not picketing, striking, sympathy striking, stopping work, slowing down work, inducing or encouraging lockouts, hand billing or otherwise advising the public that a labor dispute exists) from a Contractor/Employer who has so failed to pay his/its required wages or trust fund contributions shall not be considered a violation of this Article.

4.3. Any party to this Agreement shall institute the following procedure, prior to invoking any other action at law or equity, when a breach of this Article is alleged to have occurred:

4.3.1. A party invoking this procedure shall notify, by facsimile, email or telephone, the party alleged to be in violation, the District representative, and the Building and Construction Trades Council of Alameda County and the involved local Union if a Union is alleged to be in violation.

4.3.2. Upon receipt of said notice, the recipient party shall notify William Riker, as the designated neutral arbitrator, or, Robert Clark, as the designated alternate neutral arbitrator under this procedure. In the event that the designated arbitrator is unavailable at any time, the designated alternate arbitrator will be contacted. If neither is available, then a selection shall be made from the list of arbitrators in Section 13.2. The designated arbitrator named above or his/her alternate will designate a place for, schedule and will convene a hearing within twenty-four (24) hours if it is contended that the violation still exists. It is further understood, that the Joint Administrative Subcommittee defined in Section 13.2 shall review the designated arbitrators named above, prior to the

award of the first construction contract, and thereafter annually. The purpose of this review is to either confirm or re-designate the arbitrators from the list of arbitrators in Section 13.2.

4.3.3. The arbitrator shall notify the parties by facsimile, email or telephone of the place and time for the hearing. Said hearing shall be completed in one session, which, with appropriate recesses at the arbitrator's discretion, shall not exceed twenty- four (24) hours unless otherwise agreed upon by all parties. A failure of any party to attend said hearings shall not delay the hearing of evidence or the issuance of any award by the arbitrator. The sole issue at the hearing shall be whether or not a violation of Section 4.1 of the Agreement has occurred. The arbitrator shall retain jurisdiction to determine compliance with this Article and to establish the appropriate sum of damages, which shall not be less than one thousand dollars ($1,000.00) or more than fifteen thousand dollars ($15,000.00) for each shift.

4.3.4. The award shall be issued in writing within three (3) hours after the close of the hearing, and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with or enforcement of the award. The arbitrator may order cessation of the violation of this Article and other appropriate relief and such award shall be served on all parties by hand or registered mail upon issuance.

4.3.5. Such award may be enforced by any Court of competent jurisdiction upon the filing of this Agreement and all other relevant documents referred to above in the following manner. Written notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the arbitrator's award as issued under Section 4.3.4 of this Article, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order or enforcement. The Court's order or orders enforcing the arbitrator's award shall be served on all parties by hand or delivered by certified mail.

4.3.6. Any rights created by statute or law governing arbitration proceedings inconsistent with the above procedure or which interfere with compliance are waived by the parties.

4.3.7. The fees and expenses of the arbitrator shall be divided equally between the parties, including, but not limited to, any cost associated with a requested written opinion of the arbitrator, as described above. If, after final order by any Court of competent jurisdiction, the offending party continues to breach the terms of Article 4 of this Agreement, the non-offending party shall have the option to recover monetary damages associated with the breaching party's failure to comply with the Agreement and court order, including but not limited to delay damages and escalation costs.

5. PRE-CONSTRUCTION CONFERENCE

5.1. A pre-construction conference shall be held prior to the commencement of work under any Construction Contract. Such conference shall be attended by a representative each from the participating Contractor/Employer(s) and Union(s), and the District's Program/Project Manager who shall be prepared to announce craft assignments and to discuss in detail the scope of work and the other issues set forth below, at least fourteen (14) calendar days prior to:

5.1.1. The commencement of any Project work, and

5.1.2. The commencement of Project work on each subsequently awarded Construction Contract.

5.2. The mark up meeting shall be attended by a representative of each participating Contractor/Employer and each affected Union, and the Council and District may attend at their discretion.

5.3. The mark up meeting shall include but not be limited to the following subjects:

5.3.1. A listing of each Contractor/Employer's scope of work;

5.3.2. The craft assignments;

5.3.3. The estimated number of craft workers required to perform the work;

5.3.4. Transportation arrangements;

5.3.5. The estimated start and completion dates of the work; and

5.3.6. Discussion of pre-fabricated materials.

5.4. All efforts will be made to hold the pre-job conference in sufficient time to ensure all the ability to properly raise and resolve any issue that may arise out of such meeting, with a goal that such conferences will be held at least 21 days before the work commences. All meetings shall be held at the offices of the Building Trades Council of Alameda County, or as otherwise agreed.

5.5. For job-order contracts or other "as-needed" or "not-to-exceed" contracts ("JOC"), once the District enters into a JOC, it must provide the Council with the contact information of the contractor awarded the JOC and/or all contractors on the vendors list, for pre-job conference coordination. JOC pre-job conferences must occur at least fourteen (14) calendar days prior to the commencement of any work under the JOC. If the District renews the JOC, or if any contractors are added to the vendors list, an additional pre-job conference will be required.

6. NO DISCRIMINATION

6.1. The Contractor/Employer(s) and Union(s) agree not to engage in any form of discrimination on the ground or because of race, religion, political affiliation, membership or non-membership in a labor organization, color, creed, national origin, ancestry, age, sex, sexual orientation, disability or Acquired Immune Deficiency Syndrome or AIDS Related Condition (AIDS/ARC), or any other basis made illegal by law against any employee, or applicant for employment, on the Projects.

6.2. The use, sale, transfer, purchase and/or possession of a controlled substance, alcohol and/or firearms at any time during the work day is prohibited.

6.3. The Parties agree to recognize and use the Substance Abuse Prevention Program contained in each applicable Union's Master Agreement. Drug and alcohol testing shall be conducted in accordance with the substance abuse prevention policies set forth in the applicable Master Agreement. A list of the Master Agreements is attached hereto as Attachment C, which list may be subject to change.

7. UNION SECURITY

7.1. The Contractor/Employer(s) recognize the Union(s) as the sole bargaining representative of all craft employees working within the scope of this Agreement.

7.2. This Agreement does not require any employee of a non-Union contractor to join a Union or to pay dues or fees to a Union as a condition of working on the Project; however, nothing in this Article is intended to supersede the requirements of the applicable Master Agreements as to Contractors/Employers signatory to such Master Agreements and as to employees of those Contractors/Employers who are performing Covered Work.

7.3. Authorized representatives of the Union(s) shall have access to the Projects whenever work covered by this Agreement is being, has been or will be performed on the Projects.

8. REFERRAL

8.1. The Union(s) shall be the primary source of all craft labor employed on the Projects. However, in the event that a Contractor/Employer has his/her own core workforce, the Contractor/Employer(s) may request by name, and the local shall honor, referral of persons who demonstrate the following qualifications:

8.1.1. Possess any license required by state or federal law for the Project work to be performed;

8.1.2. Have worked a total of at least one thousand (1,000) hours in the construction craft during the prior three (3) years;

8.1.3. Were on the Contractor/Employer(s)' active payroll for at least sixty (60) out of the one hundred (100) calendar days prior to the contract award; and

8.1.4. Have the ability to perform safely the basic functions of the applicable trade.

8.2. The Union will refer to such Contractor/Employer(s) one journeyman employee from the hiring hall out-of-work list for the affected trade or craft and will then refer one of such Contractor/Employer(s)' "core" employees as a journeyman and shall repeat the process, one and one, until such Contractor/Employer(s) crew requirements are met or until such Contractor has hired five (5) "core" employees, whichever occurs first. In the event that any number of these 5 core employees are Hayward Residents, the Contractor/Employer(s) may continue to request, and the Union will continue to refer, one additional "core" employee for each Hayward Resident core employee referred, up to a maximum of 10 core employees total. All such additional core employees will be referred in the same one and one process as described above. Thereafter, all additional employees in the affected trade or craft shall be hired exclusively from the hiring hall out-of-work list(s). For the duration of the Contractor/Employer(s)' work the ratio shall be maintained and when the Contractor/Employer(s)' workforce is reduced, employees shall be reduced in the same ratio of core employees to hiring hall referrals as was applied in the initial hiring. Contractor/Employer(s) signatory to a Local, Regional, and/or National collective bargaining agreements with Union(s) signatory hereto shall be bound to use the hiring hall provisions contained in the Master Agreement of the affected Union(s), and nothing in the referral provisions of this Agreement shall be construed to supersede the local hiring hall provisions of the Master Agreement(s) as they relate to such Contractor/Employer(s), except the provisions limiting the number of core employees and the provisions regarding the use of Hayward Residents as core employees.

8.3. Contractor/Employer(s) shall be bound by and utilize the registration facilities and referral systems established or authorized by the signatory Unions when such procedures are not in violation of Federal law.

8.4. In the event that referral facilities maintained by the Union(s) are unable to fill the requisition of a Contractor/Employer(s) for employees within a forty-eight (48) hour period, weekends and holidays excluded, after such requisition is made by the Contractor/Employer(s), the Contractor/Employer(s) shall be free to obtain work persons from any source. The Contractor/Employer(s) shall immediately notify the appropriate Union of the identity, including name, address, telephone number and social security number, of any such person(s) hired from an alternative source.

8.5. Unions will exert their utmost efforts to recruit sufficient numbers of skilled craft persons to fulfill the requirements of the Contractor/Employer(s), and document such efforts as required.

8.6. **Contractors/Employers - Selection of Employees.** The Contractors/Employers shall have the right to determine the competency of all employees, the number of employees required, the duties of such employees within their craft jurisdiction, and shall have the sole responsibility for selecting employees to be laid off, consistent with Section 8.7 below and the applicable Master Agreement. The Contractors/Employers shall also have the right to reject any applicant referred by a Union for any reason; provided,

however, that such right is exercised in good faith and not for the purpose of avoiding the Contractors/Employers' commitment to employ qualified workers through the procedures endorsed in this Agreement.

8.7. The Contractors/Employers agree to comply with the Unions' job referral systems, which shall be used exclusively by such Contractors/Employers, except as modified by this Agreement. Such job referral systems will be utilized by the Contractors/Employers and operated by the Unions in a nondiscriminatory manner and in full compliance with federal, state, and local laws and regulations which require equal employment opportunities and non-discrimination. All of the foregoing hiring procedures, including related practices affecting apprenticeship, shall be operated so as to consider the goals of the District to encourage employment of District residents and utilization of small local businesses on the Project, and to facilitate the ability of all Contractors/Employers to meet their employment needs.

8.8. **Fingerprinting and Megan's Law** The Parties are aware of the District's policy, consistent with state law, that a person who would not be eligible for employment by the District under California Education Code sections 45125.1 and 45125.2 or a person listed on California's "Megan's Law" Website (http://www.meganslaw.ca.govv/) may not have more than limited contact with pupils unless additional measures are taken pursuant to section 45125.2. The Contractors/Employers and Unions shall adhere to this policy if and when applicable.

8.9. **Skilled and Trained Workforce Requirements** Contractor/Employers understand that the District will be performing certain projects where the skilled and trained workforce requirements set forth in Public Contract Code section 2601 apply (i.e., lease-leaseback, design-build, AB 841). Contractor/Employers acknowledge that they are required to comply with the skilled and trained workforce requirements.

9. WAGES AND BENEFITS

9.1. All Contractor/Employer(s) agree to pay contributions to the established vacation, pension or other form of deferred compensation plan, apprenticeship, and health benefit funds for each hour worked on the Projects in the amounts designated in the Master Agreements of the appropriate local. The Contractor/Employer(s) shall not be required to pay contributions to any other trust funds or in amounts that are not contained in the published prevailing wage determination to satisfy their obligation under this Article except that Contractor/Employer(s) who are signatory to collective bargaining agreements with the respective trades shall continue to pay all trust fund contributions as outlined in such collective bargaining agreements.

9.2. By signing this Agreement, the Contractor/Employer(s) adopt and agree to be bound by the written terms of the legally established trust agreements, as described in Section 9.1, specifying the detailed basis on which payments are to be made into, and benefits paid out of, such trust funds.

9.3. Wages, Hours, Terms and Conditions of Employment: The wages, hours and other terms and conditions of employment on the Projects shall be governed by the Master

Agreement of the respective crafts, copies of which shall be on file with the District, to the extent such Master Agreement is not inconsistent with this Agreement. Where a subject is covered by the Master Agreement and not covered in this Agreement, the Master Collective Bargaining Agreement will prevail. When a subject is covered by both the Master Collective Bargaining Agreement and this Agreement, to the extent there is any inconsistency, this Agreement will prevail.

10. EMPLOYEE GRIEVANCE PROCEDURE

10.1. All disputes involving discipline and/or discharge of employees working on the projects shall be resolved through the grievance and arbitration provision contained in the Master Agreement for the craft of the affected employee. No employee working on the Projects shall be disciplined or dismissed without just cause.

11. COMPLIANCE

11.1. It shall be the responsibility of the Contractor/Employer(s) and Unions to investigate and monitor compliance with the provisions of the Agreement contained in Article 9. Nothing in this Agreement shall be construed to interfere with or supersede the usual and customary legal remedies available to the Unions and/or employee benefit trust funds to collect delinquent trust fund contributions from Contractor/Employers on the Projects. The District may also monitor and enforce compliance with the Agreement, and the Contractor/Employer(s) and Unions shall cooperate with the District in any such effort. The District shall monitor and enforce compliance with the prevailing wage requirements of the State, to the extent required by law, and Contractor/Employer(s)' compliance with this Project Stabilization Agreement.

12. JOINT ADMINISTRATIVE COMMITTEE

12.1. The parties to this Agreement shall establish a five (5) person Joint Administrative Committee (JAC). The JAC shall be comprised of two (2) representatives selected by the District; one at large seat to be filled by consensus of the Unions and the District; and two (2) representatives selected by the Unions. Each representative shall designate an alternate who shall serve in his or her absence for any purpose contemplated by this Agreement.

12.2. The JAC shall meet as required but not less than once each 3 months to review the implementation of the Agreement and the progress of the Projects. Any question regarding the meaning, interpretation, or application of the provisions of this Agreement shall be referred directly to the JAC for review and recommendation.

13. GRIEVANCE ARBITRATION PROCEDURE

13.1. The parties understand and agree that in the event any dispute arises out of the meaning, interpretation or application of the provisions of this Agreement, the same shall be settled by means of the procedures set out herein. No grievance shall be recognized unless the grieving party (Local Union or District Council on its own behalf, or on behalf of an employee whom it represents, or a Contractor/Employer on its own

behalf) provides notice in writing to the signatory party with whom it has a dispute within ten (10) business days after becoming aware of the dispute but in no event more than thirty (30) business days after it reasonably should have become aware of the event giving rise to the dispute. The time limits in Section 13.1 may be extended by mutual agreement (oral or written) of the parties.

13.2. Grievances shall be settled according to the following procedures:

13.2.1. Step 1: Within five (5) business days after the receipt of the written notice of the grievance, the Business Representative of the involved Local Union or District Council, or his/her designee, and the representative of the involved Contractor/Employer shall confer and attempt to resolve the grievance.

13.2.2. Step 2: In the event that the representatives are unable to resolve the dispute within the five (5) business days after its referral to Step 1, either involved party may submit it within three (3) business days to the Joint Administrative Subcommittee (consisting of the District and Union representatives of the JAC), which shall meet within five (5) business days after such referral (or such longer time as is mutually agreed upon by all representatives on the JAC), to confer in an attempt to resolve the grievance. Any resolution by the JAC shall be final and binding. If the dispute is not resolved within such time five (5) business days after its referral or such longer time as mutually agreed upon, it may be referred within five (5) business days by either party to Step 3.

13.2.3. Step 3: Within five (5) business days after referral of a dispute to Step 3, the parties shall choose a mutually agreed upon neutral arbitrator for final and binding arbitration. If the parties cannot mutually agree on the selection of an arbitrator, the arbitrator shall be selected by the alternate striking method from the following list: Robert Hirsch, Barry Winograd, William Riker, Larry Kay, and Robert Clark. The order of striking names from the list of arbitrators shall be determined by a coin toss, the winner of which shall decide whether they wish to strike first or second. Such striking shall take place within three (3) days. If a party does not respond within three (3) days, this means any arbitrator from the list is acceptable. The decision of the arbitrator shall be binding on all parties. The arbitrator shall have no authority to change, amend, add to or detract from any of the provisions of the Agreement. The expense of the arbitrator shall be borne equally by both parties. The arbitrator shall arrange for a hearing on the earliest available date from the date of his/her selection. A decision shall be given to the parties within five (5) calendar days after completion of the hearing unless such time is extended by mutual agreement. A written opinion may be requested by a party from the presiding arbitrator. The time limits specified in any step of the Grievance Procedure set forth in Section 13.2 may be extended by mutual agreement of the parties initiated by the written request of one party to the other, at the appropriate step of the Grievance Procedure. However, failure to process a grievance, or failure to respond in writing within the time limits provided above, without a request for an extension of time, shall be deemed a waiver of such grievance without prejudice, or without precedent to the processing of and/or resolution of like

or similar grievances or disputes. In order to encourage the resolution of disputes and grievances at Steps 1 and 2 of this Grievance Procedure, the parties agree that such settlements shall not be precedent setting.

14. JURISDICTIONAL DISPUTES

14.1. The assignment of Covered Work will be solely the responsibility of the Contractor performing the work involved; and such work assignments will be in accordance with the Plan for the Settlement of Jurisdictional Disputes in the Construction Industry (the "Plan") or any successor Plan.

14.2. All jurisdictional disputes on this Project between or among the Union(s) and the Contractor, parties to this Agreement, shall be settled and adjusted according to the present Plan established by the Building and Construction Trades Department, or any other plan or method of procedure that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final, binding and conclusive on the Contractor and Union(s) parties to this Agreement.

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

14.4. All jurisdictional disputes shall be resolved without the occurrence of any strike, work stoppage, or slow-down of any nature, and the Contractor assignment shall be adhered to until the dispute is resolved. Individuals violating this Section shall be subject to immediate discharge.

14.5. Each Contractor shall conduct a Pre-Job Conference with the Council prior to commencing Covered Work. The Project Manager and the District will be advised in advance of all such conferences and may participate if they wish. Pre-job conferences for different Contractor(s) may be held together.

15. MANAGEMENT RIGHTS

15.1. The Contractor/Employer(s) shall retain full and exclusive authority for the management of their operations, including the right to direct their work force in their sole discretion. No rules, customs or practices shall be permitted or observed which limit or restrict production, or limit or restrict the working efforts of employees except that lawful manning provisions in the Master Agreement shall be recognized.

16. SAVINGS CLAUSE

16.1. The parties agree that in the event any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void as being in contravention of any

applicable law, by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect. The parties further agree that if any article, provision, clause, sentence or word of the Agreement is determined to be illegal or void, by a court of competent jurisdiction, the parties shall substitute, by mutual agreement, in its place and stead, an article, provision, clause, sentence or word which will meet the objections to its validity and which will be in accordance with the intent and purpose of the article, provision, clause, sentence or word in question.

16.2. The parties also agree that in the event that a decision of a court of competent jurisdiction materially alters the terms of the Agreement such that the intent of the parties is defeated, then the entire Agreement shall be null and void. If a court of competent jurisdiction determines that all or part of the Agreement is invalid and/or enjoins the District from complying with all or part of its provisions and the District accordingly determines that the Agreement will not be required as part of an award to a Contractor/Employer, the unions will no longer be bound by the provisions of Article 4.

17. TERM

17.1 This Agreement shall be included as a condition of the award of construction contracts for all individual Projects which are funded in whole or in part with Measure I bond funds, that are over one million dollars ($1,000,000), and awarded after the date of this agreement.

17.2 This Agreement shall become effective upon execution by the District and the Council and shall continue in full force and effective until the Completion of the Projects, as set forth in Sections 1.3 and 2.2.

18. LOCAL HAYWARD HIRE REQUIREMENTS

18.1. Subject to the limitation of applicable law, the parties to this Agreement support the development of increased numbers of skilled construction workers from Hayward Residents, to meet the needs of the Projects and the requirements of the industry generally. Toward that end, the Unions agree to encourage the referral and utilization, to the extent permitted by law and the hiring hall procedures of the Unions, of qualified Hayward Residents, as journeymen and apprentices on the Projects and entrance into such apprenticeship and training programs as may be operated by the signatory Unions consistent with the applicable Apprenticeship Program's state-approved Standards.

18.2. The Parties agree to a goal that Hayward Residents, and especially District Graduates, will perform a minimum of 30% of the hours worked, on a craft-by-craft basis on the Projects. The Contractor/Employer(s) shall make good faith efforts to reach this goal through the utilization of the Unions' hiring hall procedures. The Unions shall make good faith efforts in their recruiting and training of Hayward Resident workers in their hiring hall procedures to facilitate this 30% goal on the Projects.

18.2.1. A "District Graduate" is defined as a person who within the past twenty (20)

years, received a High School Diploma from the District, or attended a District high school and subsequently obtained a Graduate Equivalency Degree or passed the California High School Proficiency Exam.

18.3. Should any of the contractors performing work on the Projects fail to comply with this 30 percent goal and fail to comply with a specific submittal process to be included in their contractual requirements requiring a demonstration of "good faith" efforts to do so, the contract's five percent retention will be held as a disputed amount until such time that this failure is remedied. Acceptable remedies to correct continued failure may include, but not be limited to the following remedies, as determined by the JAC (as established in Article 13):

18.3.1. Classification as a non-qualified bidder on future District projects,

18.3.2. Commitment, with documentation, to employ Hayward Residents on private, non- District projects for a determined number of work hours,

18.3.3. Bringing in Hayward Residents as new apprentices and continuing their employment for up to 12 months.

18.4. A Contractor/Employer(s) who has employed a Hayward Resident for up to six months preceding the start of the District project for a minimum of at least 100 hours per month and has the ability to perform safely the basic functions of the applicable trade may receive credit for 50 percent of these hours towards the 30 percent goal. A Contractor/Employer may also receive credit for 50 percent of the documented hours performed by Hayward Residents on the Contractor's non-District projects, when such hours are concurrent with the Contractor's work on the Projects.

18.5. The maximum total combined credit that can be applied for in Section 18.4 above is half of the 30 percent.

18.6. Should any Contractor/Employer performing work on the Projects exceed the 30 percent local hire goal as set forth in this Agreement, they shall be acknowledged at the appropriate public, televised school board meeting for their efforts at the completion of their contract scope.

18.7. Local Hire Apprentice Goals:

18.7.1. The General Contractor will be required to hire one Hayward Resident as a first period apprentice for every five million dollars of total construction cost. There can be no more than two entry-level apprentices for each craft, and the general contractor will be able to include entry-level apprentices hired by their subcontractor to meet this requirement. The District will refer names of former students or recent graduates to the Union and Contractor/Employers and the Unions will agree to cooperate with the Contractor/Employers in furnishing apprentices as requested and the hiring of the apprentices will be in accordance to the Apprenticeship provisions listed in the Master Agreements, and the apprentices shall be properly supervised and paid in accordance with provisions

contained within the Master Agreements. The failure of the District to refer names and/or the Union to provide those apprentices upon request will relieve the Prime contractor of this Hayward Resident first period apprentice hiring responsibility.

18.9.2 The General Contractor or subcontractor who hires such Hayward Resident First Period Apprentices shall be credited with two work hours towards the 30% local work hours, for each hour worked by the first period Hayward Resident apprentices. The intent of this provision is to work the new apprentices to the fullest extent permissible by state law and the Master Agreements. Failure of the General Contractor and their subcontractors to maintain qualified apprentices on the job may be subject to Division of Apprenticeship Standards penalties, and further penalties as determined by the JAC.

18.10 The parties agree to a goal that Contractors working on the Project will employ graduates of a JAC-approved apprenticeship readiness program for at least fifteen percent (15 percent) of all apprentice work hours on the Projects, for each year that this Agreement is in effect. The Council's and the Unions' ability to reach this goal is subject to District students' desire to enroll in said programs, and District students' ability to satisfy the requirements for entry into said programs.

19. WORK OPPORTUNITIES PROGRAMS

19.1. In order to achieve the objectives set forth in Article 18 above, the Parties agree to cooperate respecting the establishment of a work opportunities program for Hayward Residents, the primary goal of which shall be to maximize construction work opportunities for traditionally underrepresented members of the community. In furtherance of the foregoing, the Unions specifically agree to:

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

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

19.1.3. At the request of the District, participate in District based job fairs, career days and outreach events at least twice a year;

19.1.4. At the request of the District, provide speakers to speak at District programs and Academies at least four times a year;

19.1.5. Assist Hayward Residents in contacting apprenticeship readiness programs that utilize the Building Trades multi-craft core curriculum (MC3) and the Apprenticeship Training Committees for the crafts and trades they are interested in.

19.1.6. At the request of the District, provide a contact information list for all Union representatives and JAC representatives; and

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

19.2. Apprenticeship Pathways for Current-Year High School Graduates. The Council and the Unions agree that District students who are graduates of a JAC-approved apprenticeship readiness program shall be given preferred and priority access and pathways to apprenticeship programs where available.

19.2.1. The Council and the District shall meet and confer towards establishing a workforce development fund, financed by up to $0.10 per hour of Covered Work. The fund, if established, may be used to support MC3 apprenticeship readiness program costs, participant expenses related to apprenticeship readiness and apprenticeship programs, implementation of workforce development goals, and/or reporting requirements. The JAC shall advise the Council and the District regarding how the fund should be used to achieve the objectives of this Agreement. The establishment of the apprenticeship readiness program is contingent upon the ability to secure this funding.

19.2.2. The parties agree to establish an MC3 apprenticeship readiness program in District high schools or adult education centers and/or refer interested students to JAC-approved apprenticeship readiness programs.

19.2.3. The Parties agree that:

19.2.3.1. The District will provide the Council and the Unions opportunities to engage and discuss apprenticeship opportunities with current District students;

19.2.3.2. Data will be collected and provided at the end of each District fiscal year and six (6) months thereafter, every year, including information on the students that have been referred to apprenticeship programs, including which program(s) and the status of progress and/or graduation status.

19.3. The Council or its designee shall inform and advise District students and, when appropriate, District employees on the process, availability and opportunities of a career or job in the local construction trade industry.

19.4. Subject to the District's process for field trips, off-campus curriculum or offering off-campus classes, the Council and the Unions will offer students tours of different apprenticeship programs.

19.5. The District will collaborate with the Council to make District students available for the above opportunities, to allow the Council and the Unions to engage and discuss

apprenticeship opportunities with current District students.

20. MISCELLANEOUS PROVISIONS

20.1. **Integration**. This Agreement is intended by the parties as the final expression of their agreement with respect to such terms as are included herein and as the complete and exclusive statement of its terms and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms.

20.2. **No Representations or Warranties**. Each of the parties acknowledges no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty

20.3. **Modification**. Each of the parties acknowledges and agrees that this Agreement may be amended only by a writing signed by all of the parties.

20.4. **Interpretation**. Each of the parties acknowledges and agrees that this Agreement is to be construed as whole according to its fair meaning and not in favor of nor against any of the parties as draftsman or otherwise.

20.5. **Forum**. 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 Alameda in accordance with the procedures set forth in this Agreement.

20.6. **Choice of Law**. This Agreement shall be governed by and interpreted under the laws of the State of California and the Federal laws of the United States of America as applicable to instruments, persons, transactions and subject matter which have legal contacts and relationships exclusively within the State of California.

20.7. **No Attorneys Fees**. No party shall be entitled to recover an award of attorneys' fees or costs with respect to any action or proceeding seeking relief under this Agreement.

20.8. **Counterparts**. This Agreement may be executed in counterparts, each of which shall constitute an original of the Agreement. Facsimile or electronic signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.

20.9. **Warranty of Authority**. Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.

20.10. **Ratification by Governing Board**. This Agreement shall not by binding on the District until it is approved or ratified by the Governing Board at a publicly noticed Governing

Board meeting.

Hayward Unified School District

Signature: Chien Wu-Fernandez

Print Name: Chien Wu-Fernandez

Print Title: Superintendent

Date: 11 / 24 / 2025

Building and Construction Trades Council of Alameda County

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Board of Trustees' Approval:

Dated: 11/05/2025

UNION SIGNATURES

Document Ref: PVXRK-WQPEI-7DV22-SUT8M

Addendum A

Agreed to Letter of Assent

[Name]
[Addressee] [Address]
[City and State]

Re: Hayward Unified School District Measure I Projects, Project Stabilization Agreement.
Letter of Assent for _____
(Projects Name)

Dear Mr. /Ms._____:

The undersigned party confirms that it agrees to be a party to and bound by the Hayward Unified School District Measure I Projects, Project Stabilization Agreement as such Agreement may, from time to time, be amended by the parties or interpreted pursuant to its terms.

By executing this Letter of Assent, the undersigned party subscribes to, adopts and agrees to be bound by the written terms of the legally established trust agreements specifying the detailed basis upon which contributions are to be made into, and benefits made out of, such trust funds and ratifies and accepts the trustees appointed by the parties to such trust funds.

Such obligation to be a party to and bound by this Agreement shall extend to all work covered by said Agreement undertaken by the undersigned party on the Hayward Unified School District Measure I Projects. The undersigned party shall require all of its subcontractors, of whatever tier, to become similarly bound for all their work within the scope of this Agreement by signing an identical Letter of Assent.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: _____

Project Contract Number: _____

California State License Number: _____

Motor Carrier Number: _____

Name and Signature of
Authorized Person: _____
(Print Name)

_____
(Title)

_____
(Signature)

Public Works Registration Number: _____

Document Ref: PVXRK-WQPEI-7DV22-SUT8M

Document Ref: PVXRK-WQPEI-7DV22-SUT8M

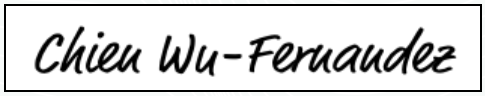
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Document Ref: PVXRK-WQPEI-7DV22-SUT8M

CERTIFICATE *of* SIGNATURE

REF. NUMBER
PVXRK-WQPEI-7DV22-SUT8M

DOCUMENT COMPLETED BY ALL PARTIES ON
24 NOV 2025 16:43:27 UTC

SIGNER	TIMESTAMP	SIGNATURE
CHIEN WU-FERNANDEZ EMAIL **CFERNANDEZ@HUSD.K12.CA.US**	SENT **24 NOV 2025 16:40:55** VIEWED **24 NOV 2025 16:43:09** SIGNED **24 NOV 2025 16:43:27**	 IP ADDRESS **24.5.52.125** LOCATION **SANTA ROSA, UNITED STATES**

RECIPIENT VERIFICATION

EMAIL VERIFIED
24 NOV 2025 16:43:09

Attachment 6

Sole Source-Hanwha - 2526-20

#2526-20, Sole Source Hanwha

WHEREAS, pursuant to California Public Contract Code section 3400 ("PCC § 3400") and other applicable law, the Hayward Unified School District ("District") wishes to, in specific instances, list or designate specific materials, products, things, or services in its invitations to bid or requests for proposals; and

WHEREAS, PCC § 3400 states that a school district cannot limit "the bidding, directly or indirectly, to any one specific concern," when letting "contracts for the construction, alteration, or repair of public works"; and

WHEREAS, PCC § 3400 states that its restrictions on the listing of only one specific name or brand are inapplicable if the District makes a finding that is described in the invitation for bids that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:

- "In order that a field test or experiment may be made to determine the product's suitability for future use." (PCC § 3400 (c)(1));
- "In order to match other products in use on a particular public improvement either completed or in the course of completion." (PCC § 3400 (c)(2));
- "In order to obtain a necessary item that is only available from one source." (PCC § 3400 (c)(3));
- To respond to certain emergency situations. (PCC § 3400 (c)(4)); and

WHEREAS, the District has been using the Hanwha video surveillance systems in its facilities with excellent results; and,

WHEREAS, because video surveillance technology is constantly changing, the District needs to ensure compatibility and most critically, continuity going forward, and Hanwha products have a proven history of versatility with AI and IR capabilities. This will enable effective control to ensure operational efficiency is maintained.

WHEREAS, in order to reduce maintenance costs and otherwise create efficiencies in the management of its video surveillance system, it is critical that the District establish a standard.

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE HAYWARD UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

1. That the above recitals are true and correct.

2. That the Hanwha Video Surveillance System is the only acceptable video surveillance system because the Hanwha Video Surveillance System is a match for the video surveillance system already installed at District sites.

3. That the District shall list in its invitation to bid and/or request for proposals for the District's Measure I Bond Program projects the Hanwha Video Surveillance System as the only video surveillance system because the Hanwha Video Surveillance System is a match for the video surveillance system already installed at District sites.

4. That the District's Superintendent and/or her designee is authorized pursuant to this Resolution to take any action which is necessary to carry out, give effect to, and comply with the terms and intent of this Resolution.

ADOPTED, SIGNED and APPROVED by the Board of Education of the Hayward Unified School District on the 14th of January 2026, by the following vote:

VOTE:

AYES: ____

NOES: ____

ABSTENTIONS: ____

_____
Clerk, Board of Education
Hayward Unified School District
Alameda County, State of California

Attachment 7

High School Camera Site Maps and Information

Hayward High School - Included below

Tennyson High School - Included below

Mt Eden High School - Included below

Elements Report

Hayward High School - 1

Element Name	Element ID	Manufacturer	Model	Descriptive Label	Quantity	System Type
Multi-Lens Camera	C2				1	Video Surveillance
Multi-Lens Camera	C3				1	Video Surveillance
Multi-Lens Camera	C4				1	Video Surveillance
Multi-Lens Camera	C1				1	Video Surveillance
Multi-Lens Camera	C5 inside				1	Video Surveillance
Multi-Lens Camera	C6 inside				1	Video Surveillance
Multi-Lens Camera	B1				1	Video Surveillance
Multi-Lens Camera	B2				1	Video Surveillance
Multi-Lens Camera	B3				1	Video Surveillance
Multi-Lens Camera	B4				1	Video Surveillance
Multi-Lens Camera	B5				1	Video Surveillance
Multi-Lens Camera	B6 inside				1	Video Surveillance
Multi-Lens Camera	D1				1	Video Surveillance
Multi-Lens Camera	D2				1	Video Surveillance
Multi-Lens Camera	D4				1	Video Surveillance
Multi-Lens Camera	D3				1	Video Surveillance

Multi-Lens Camera	D5	1	Video Surveillance
Multi-Lens Camera	D7 inside	1	Video Surveillance
Multi-Lens Camera	D6 inside	1	Video Surveillance
Multi-Lens Camera	F1	1	Video Surveillance
Multi-Lens Camera	F2	1	Video Surveillance
Multi-Lens Camera	F4	1	Video Surveillance
Multi-Lens Camera	F3	1	Video Surveillance
Multi-Lens Camera	F5 inside	1	Video Surveillance

Powered by SystemSurveyor



Survey : Hayward High School - 1
Site : Hayward High School

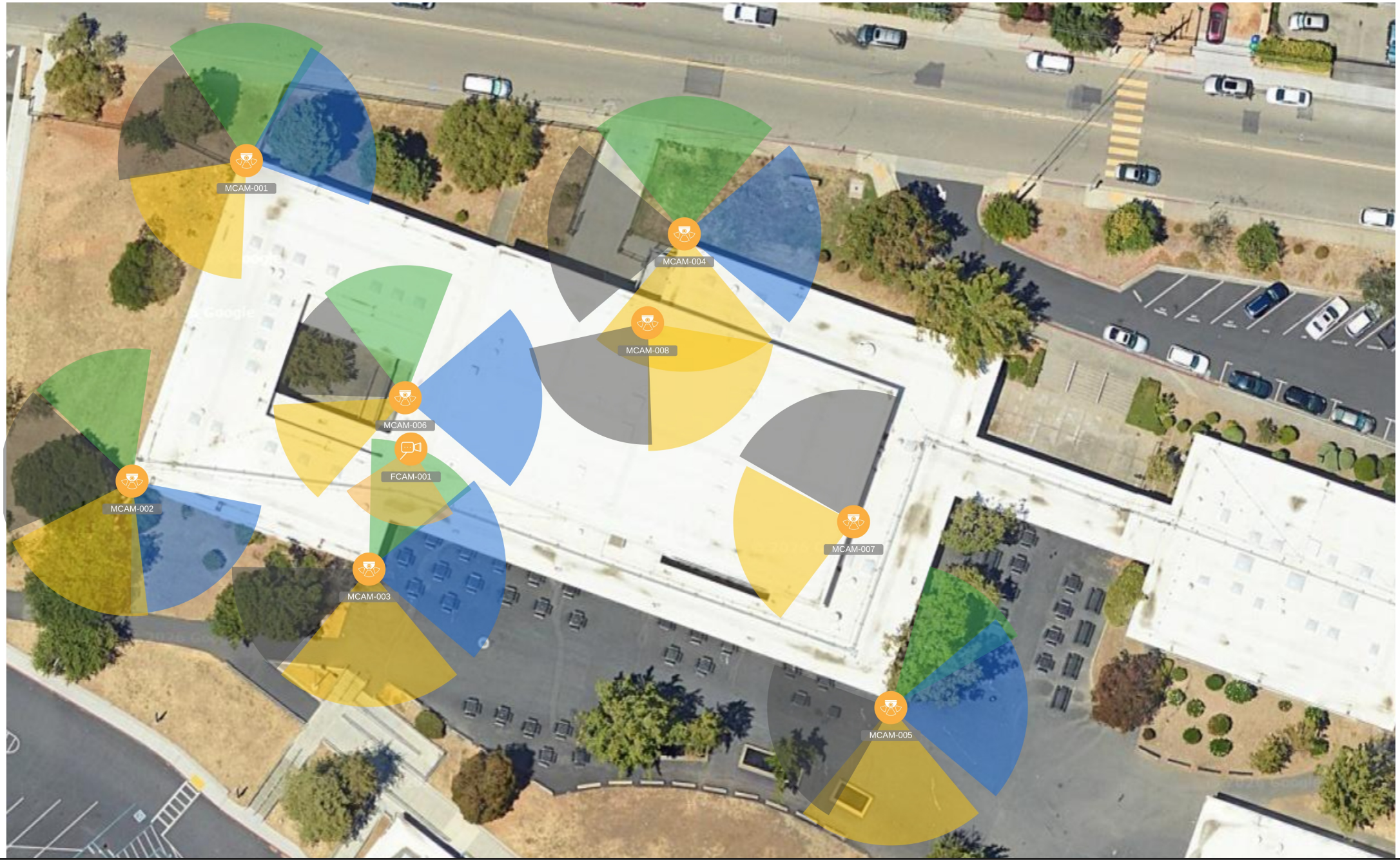
Company : Hayward unified school district
Report By : Gregory Pitzer
Date : 1/14/2026

Elements Report

Hayward High School Bldg R

Element Name	Element ID	Manufacturer	Model	Descriptive Label	Quantity	System Type
Fixed Camera	FCAM-001				1	Video Surveillance
Multi-Lens Camera	MCAM-001				1	Video Surveillance
Multi-Lens Camera	MCAM-002				1	Video Surveillance
Multi-Lens Camera	MCAM-003				1	Video Surveillance
Multi-Lens Camera	MCAM-004				1	Video Surveillance
Multi-Lens Camera	MCAM-005				1	Video Surveillance
Multi-Lens Camera	MCAM-006				1	Video Surveillance
Multi-Lens Camera	MCAM-007				1	Video Surveillance
Multi-Lens Camera	MCAM-008				1	Video Surveillance

Powered by SystemSurveyor



Survey : Hayward High School Bldg R
Site : Hayward High School

Company : Hayward unified school district
Report By : Gregory Pitzer
Date : 1/14/2026

Elements Report

Hayward High School-Survey- BLDGS C, F, E, K

Element Name	Element ID	Manufacturer	Model	Descriptive Label	Quantity	System Type
General Multi-Sensor Device	E1- Dual Lens				1	Video Surveillance
General Multi-Sensor Device	E2- Dual Lens				1	Video Surveillance
General Multi-Sensor Device	K1 Dual Lens				1	Video Surveillance
General Multi-Sensor Device	K2- Dual Lens				1	Video Surveillance
General Multi-Sensor Device	C2- Dual Lens				1	Video Surveillance
General Multi-Sensor Device	C1-Dual Lens				1	Video Surveillance
General Multi-Sensor Device	F1- Dual Lens				1	Video Surveillance
General Multi-Sensor Device	F2- Dual Lens				1	Video Surveillance
Multi-Lens Camera	K3- Quad Soffit				1	Video Surveillance
Multi-Lens Camera	K7- Quad SM				1	Video Surveillance
Multi-Lens Camera	E3- Quad SM				1	Video Surveillance
Multi-Lens Camera	K6 Quad SM				1	Video Surveillance
Multi-Lens Camera	K5- Quad SM				1	Video Surveillance
Multi-Lens Camera	F4- Quad CM				1	Video Surveillance
Multi-Lens Camera	F3- Quad CM				1	Video Surveillance

Multi-Lens Camera	C3- Quad CM	1	Video Surveillance
Multi-Lens Camera	C4- Quad CM	1	Video Surveillance
Multi-Lens Camera	E4- Quad SM	1	Video Surveillance
Multi-Lens Camera	C6- Quad CM	1	Video Surveillance
Multi-Lens Camera	C5- Dual Soffit	1	Video Surveillance
Multi-Lens Camera	K4- Quad SM	1	Video Surveillance

Powered by SystemSurveyor



Survey : Hayward High School-Survey-…
Site : Hayward High School

Company : Hayward unified school district
Report By : Gregory Pitzer
Date : 1/14/2026

Elements Report

Mt. Eden - 1

Element Name	Element ID	Manufacturer	Model	Descriptive Label	Quantity	System Type
Multi-Lens Camera	N2				1	Video Surveillance
Multi-Lens Camera	N1				1	Video Surveillance
Multi-Lens Camera	N4				1	Video Surveillance
Multi-Lens Camera	N5				1	Video Surveillance
Multi-Lens Camera	N3				1	Video Surveillance
Multi-Lens Camera	G1				1	Video Surveillance
Multi-Lens Camera	N6 Inside -new			bathrooms	1	Video Surveillance
Multi-Lens Camera	N7 inside				1	Video Surveillance
Multi-Lens Camera	F1				1	Video Surveillance
Multi-Lens Camera	D1- new				1	Video Surveillance
Multi-Lens Camera	M1				1	Video Surveillance
Multi-Lens Camera	D2 new				1	Video Surveillance
Multi-Lens Camera	F2			bathrooms	1	Video Surveillance
Multi-Lens Camera	E1			bathrooms	1	Video Surveillance
Multi-Lens Camera	E2				1	Video Surveillance
Multi-Lens Camera	C1 new				1	Video Surveillance

Multi-Lens Camera	L1	1	Video Surveillance
Multi-Lens Camera	K3	1	Video Surveillance
Multi-Lens Camera	K2	1	Video Surveillance
Multi-Lens Camera	K1	1	Video Surveillance
Multi-Lens Camera	GYM new	1	Video Surveillance

Powered by SystemSurveyor



Survey : Mt. Eden - 1
Site : Mt. Eden

Company : Hayward unified school district
Report By : Gregory Pitzer
Date : 1/14/2026

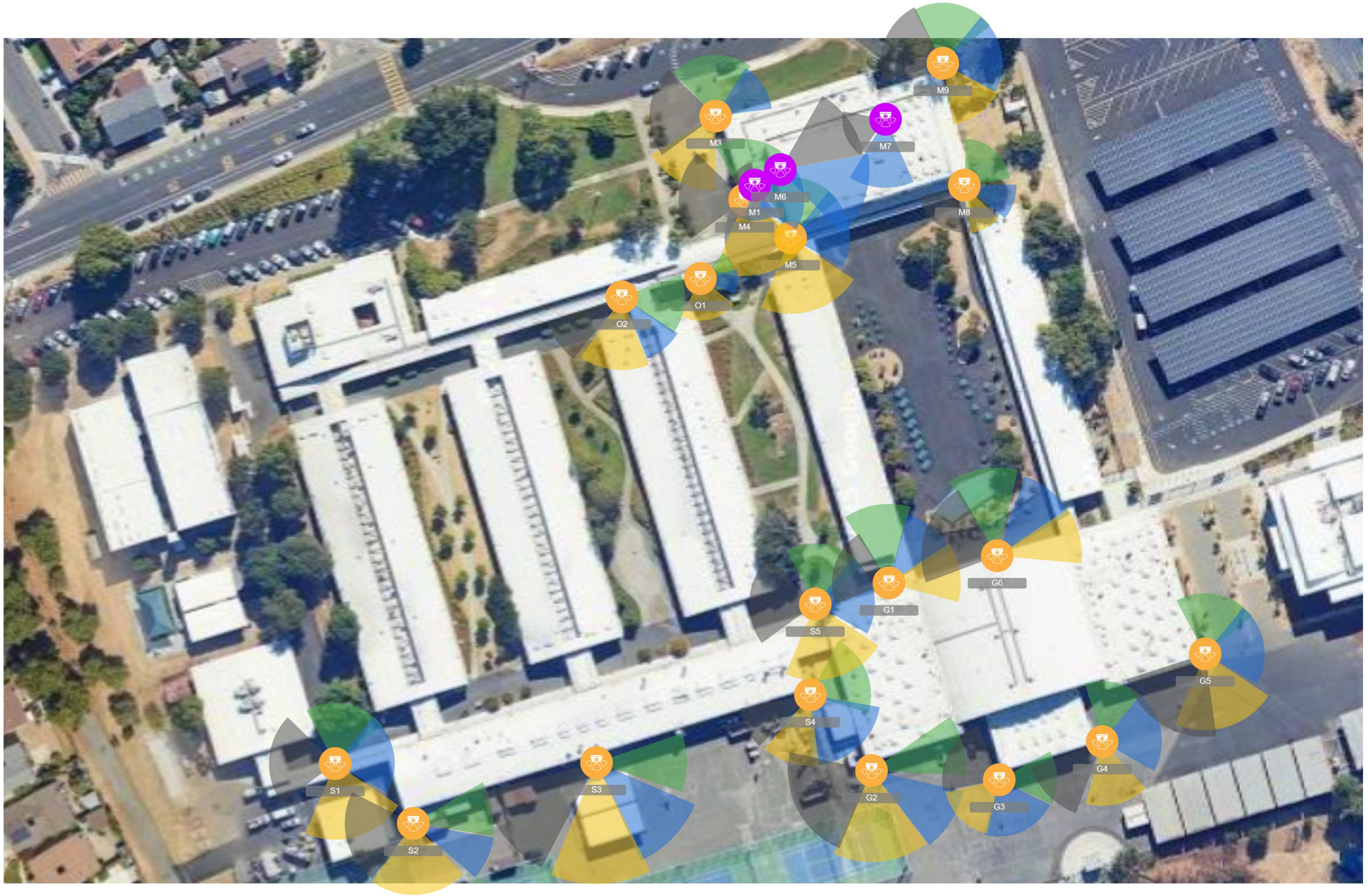
Elements Report

Tennyson HS - 1

Element Name	Element ID	Manufacturer	Model	Descriptive Label	Quantity	System Type
Multi-Lens Camera	S1				1	Video Surveillance
Multi-Lens Camera	S2				1	Video Surveillance
Multi-Lens Camera	S3				1	Video Surveillance
Multi-Lens Camera	S4				1	Video Surveillance
Multi-Lens Camera	S5				1	Video Surveillance
Multi-Lens Camera	G1				1	Video Surveillance
Multi-Lens Camera	G2				1	Video Surveillance
Multi-Lens Camera	G3				1	Video Surveillance
Multi-Lens Camera	G4				1	Video Surveillance
Multi-Lens Camera	G5				1	Video Surveillance
Multi-Lens Camera	G6				1	Video Surveillance
Multi-Lens Camera	M5				1	Video Surveillance
Multi-Lens Camera	M3				1	Video Surveillance
Multi-Lens Camera	M4				1	Video Surveillance
Multi-Lens Camera	M8				1	Video Surveillance
Multi-Lens Camera	M9				1	Video Surveillance

Multi-Lens Camera	M1	1	Video Surveillance
Multi-Lens Camera	M6	1	Video Surveillance
Multi-Lens Camera	M7	1	Video Surveillance
Multi-Lens Camera	O1	1	Video Surveillance
Multi-Lens Camera	O2	1	Video Surveillance

Powered by SystemSurveyor



Survey : Tennyson HS - 1
Site : Tennyson HS

Company : Hayward unified school district
Report By : Gregory Pitzer
Date : 1/14/2026

Attachment 8

As Built Drawings

Hayward High School - Included below

Mt. Eden High School - will be issued in an addendum

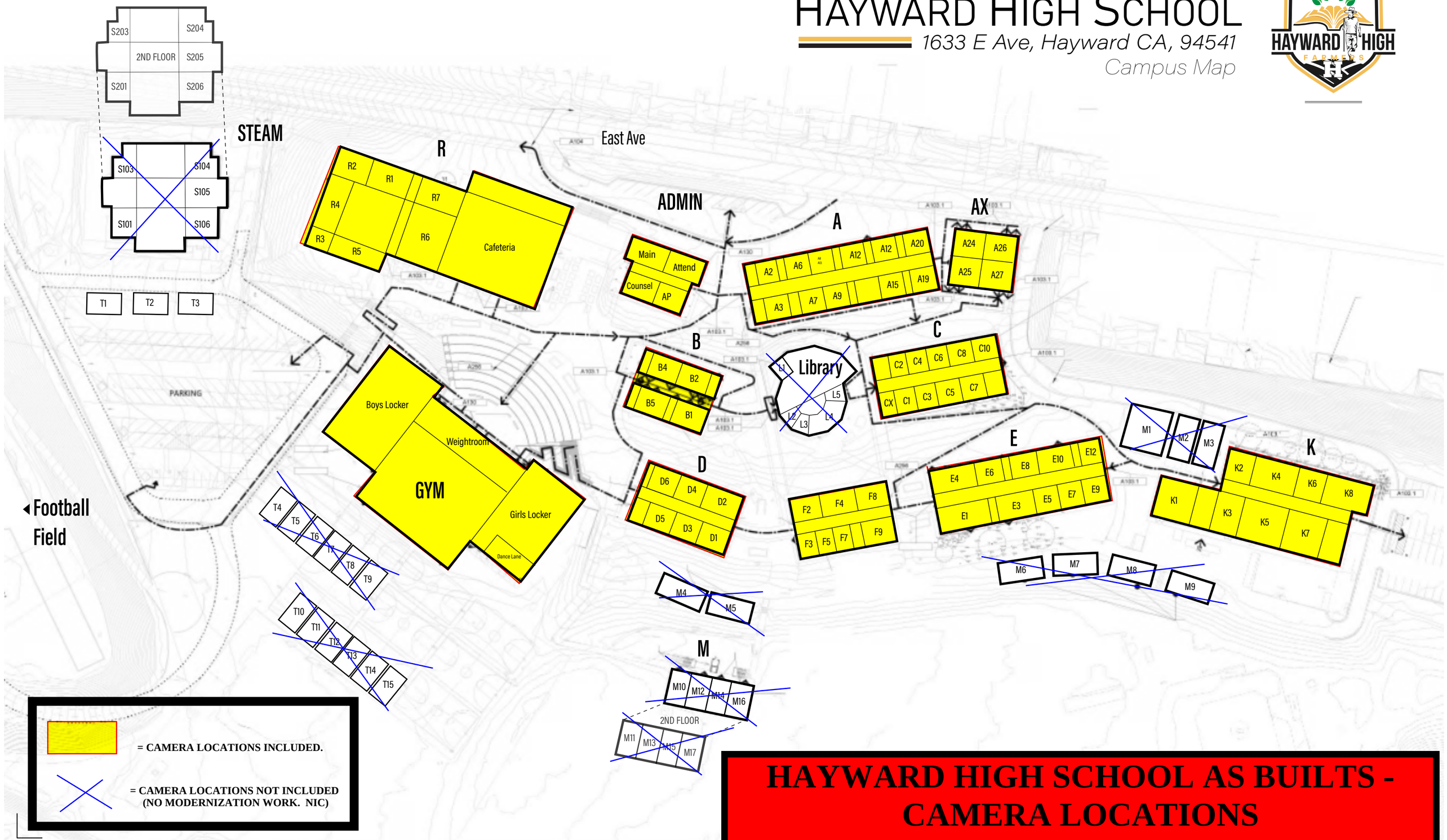
Tennyson High School - will be issued in an addendum

Site Logistics Plan - Increment 2
Phase 2, 3, Summer, and 4

HAYWARD HIGH SCHOOL

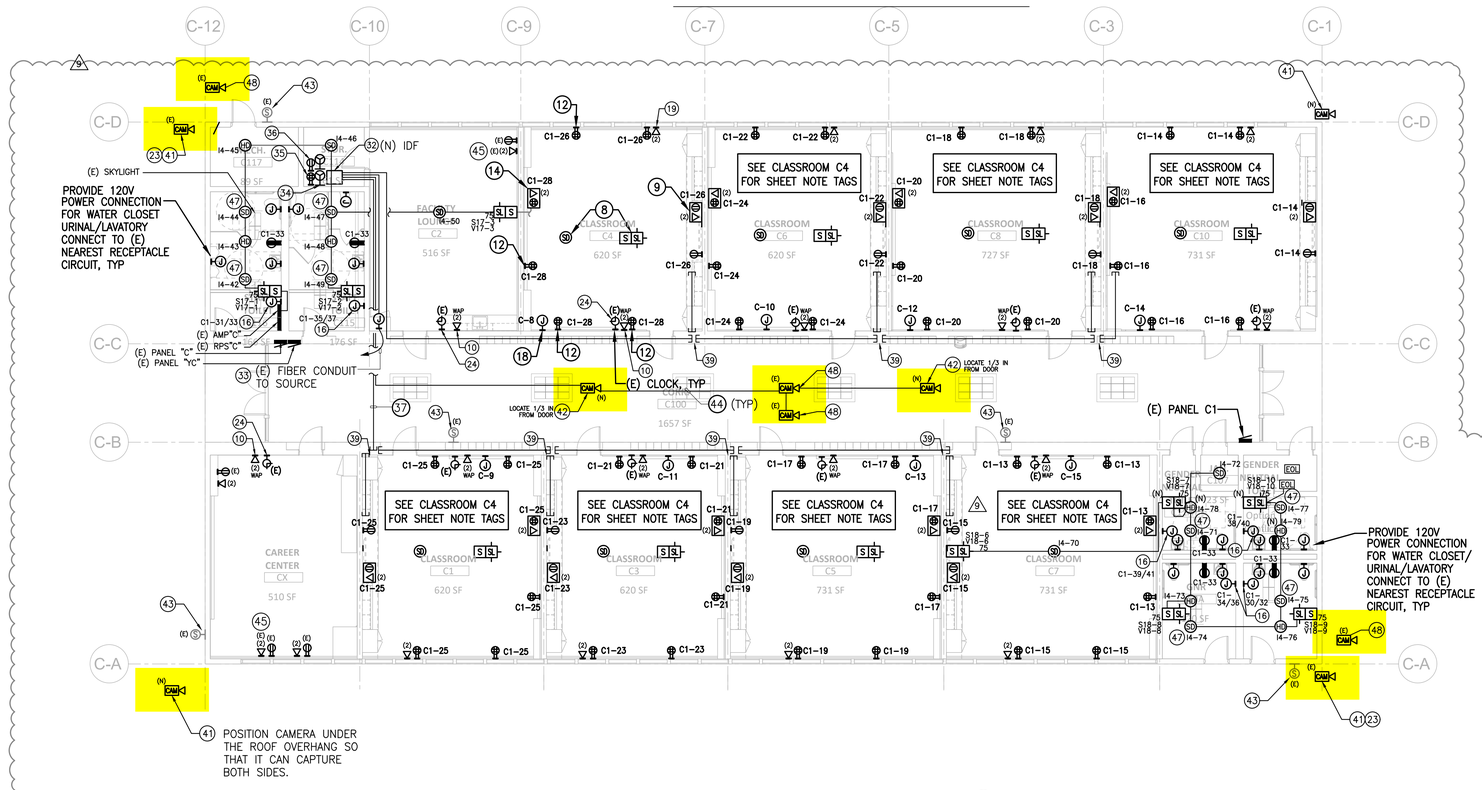
1633 E Ave, Hayward CA, 94541

Campus Map



HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS



2 ELECTRICAL PLAN - BLDG C
SCALE: 1/8"=1'-0"

41 POSITION CAMERA UNDER THE ROOF OVERHANG SO THAT IT CAN CAPTURE BOTH SIDES.

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. NOT USED.
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION
5. SEE ARCHITECTURAL DETAILS AND HUSD STANDARDS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF RECEPTACLES AND DATA OUTLETS.
6. EXISTING SITE/UNDER CANOPY WALKWAY SECURITY CAMERAS THAT ARE AFFECTED DUE TO REMODEL SHALL BE RECONNECTED WITH NEW CAT6A CABLE TO NEAREST IDF. PROVIDE NEW 1" CONDUIT AND CAT6A CABLE AS REQUIRED. CONFIRM RECONNECTION WITH DISTRICT IT PRIOR TO RECONNECTION.

SHEET NOTES

1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE EXISTING WAP MOUNTED ON WALL ADJACENT TO NEW CLOCK SPEAKER LOCATION. UTILIZE SAME CONDUIT AS CLOCK SPEAKER TO FEED WAP JUNCTION BOX. SEE NEW FLOOR PLAN.
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTROL STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE, 2-GANG JUNCTION BOX BEHIND TV MONITOR. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
10. (N) 2-DROP DATA OUTLET FOR WIFI ACCESS. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
11. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING, SEE NEW FLOOR PLAN FOR LOCATION, VERIFY IN FIELD.
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. (N) QUAD RECEPTACLE AT 42" AFF (UON) FROM BOTTOM OF BOX. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. REMOVE (E) EXIT SIGN
16. PROVIDE 208V-1ø POWER TO HAND DRYER.
17. REMOVE (E) IDF AND ASSOCIATED CABLES. REMOVE (E) RACEWAYS THAT HAVE BEEN ABANDONED. SEE NEW FLOOR PLAN FOR NEW IDF LOCATION.
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUIT TO THE WALL MOUNTED CONTROLS, S.A.D.
19. (N) 2-DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
23. EXTEND EXISTING CONDUIT AND JUNCTION BOX SERVING EXISTING SECURITY CAMERA LOCATION TO CORNER OF BUILDING SO IT CAN CAPTURE BOTH SIDES OF BUILDING.
24. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT EXISTING CLOCK TO IDF.
25. (E) FIRE ALARM DEVICE TO REMAIN
26. NOT USED
27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. NOT USED.
30. COORDINATE WITH DISTRICT IT TO REMOVE ANY CAMERAS NO LONGER REQUIRED.
31. REMOVE EXISTING FIBER BACK TO SOURCE. MAINTAIN EXISTING FIBER CONDUIT FOR REUSE.
32. IDF CABINET IS OWNER FURNISHED, CONTRACTOR INSTALLED. COORDINATE WITH DISTRICT FOR MAKE/MODEL AND ELEVATION DETAIL. PROVIDE #6 GROUND WIRE TO SINGLE POINT OF GROUNDING. SEE HUSD STANDARDS FOR ADDITIONAL REQUIREMENTS.
33. MAINTAIN EXISTING CONDUIT FOR REUSE. PULL NEW FIBER IN EXISTING CONDUIT AND EXTEND WITH NEW CONDUIT TO NEW LOCATION AS REQUIRED. MATCH EXISTING CONDUIT SIZE.
34. PROVIDE (2) 30A, 120VAC (L5-30R) DEDICATED TWISTLOCK RECEPTACLES FOR UPS. ROUTE TO CIRCUIT C-27 AND C-29. PROVIDE #10 WIRING. PROVIDE (2) 30A-120V CIRCUIT BREAKERS IN PANEL C.
35. PROVIDE (1) QUAD 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO C-31. PROVIDE #12 WIRING. PROVIDE (1) 20A-120V CIRCUIT BREAKERS IN PANEL C.
36. PROVIDE (1) DUPLEX 20A, 120VAC DEDICATED RECEPTACLE FOR CABINET COOLING BELOW IDF CABINET. ROUTE CIRCUIT TO C-25. PROVIDE #10 WIRING. PROVIDE 20A-120V CIRCUIT BREAKER IN PANEL C.
37. ROUTE (2) 2-1/2" CONDUIT ABOVE CEILING. REMOVE AND REINSTALL CEILING TILE AS REQUIRED IN ORDER TO CONCEAL CONDUIT.
38. PROVIDE (1) 4" NON METALLIC TUBING CONCEALED. TRANSITION DOWN TO (1) 2" CONDUIT WHEN ENTERING CLASSROOM. COORDINATE ACCESS HATCH WITH ARCHITECT.
39. PROVIDE ACCESS HATCH OR SURFACE MOUNT PULL BOX FOR FUTURE MAINTENANCE. COORDINATE EXACT LOCATION AND DETAILS WITH ARCHITECT.
40. NOT USED.
41. EXISTING EXTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A. NEW EXTERIOR SECURITY CAMERAS TO HAVE - 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
42. EXISTING INTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A. NEW INTERIOR CAMERAS TO HAVE - HALLWAY CENTER, 4 SQ JB WITH 4 FT OF NEW CAT6A COILED IN BOX.
43. PROVIDE NEW CAT6A CABLE TO EXISTING PA SYSTEM SPEAKERS.
44. PROVIDE (1) 1" CONDUIT FOR NEW/EXISTING SECURITY CAMERAS.
45. REPLACE EXISTING DATA OUTLET WITH NEW PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
46. NOT USED.
47. REINSTALL AT EXISTING SKYLIGHT. SKYLIGHT SMOKE DETECTORS SHALL BE INSTALLED INSIDE SKYLIGHT SHAFT WALL PER 2022 NFPA 72 SECTION A29.11.3.2.
48. EXISTING CAMERA TO REMAIN. REMOVE EXISTING ETHERNET CABLE BACK TO IDF AS THE CAMERA WILL BE IN-ACTIVE. DISTRICT TO REMOVE CAMERA AT LATER DATE.

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

HAYWARD HIGH SCHOOL
1633 EAST AVE
HAYWARD, CA 94541

Architect

Engineer

REGISTERED PROFESSIONAL ENGINEER GERALD GONZALES E16961 Exp.6/30/26 STATE OF CALIFORNIA

Architect

SIM ARCHITECTS

Architecture Planning Interiors
3675 Mt Diablo Blvd. Suite 310
Lafayette, CA 94549
(415) 362-8081 (415) 362-8082 fax

Consultants

BELDEN CONSULTING ENGINEERS
4457 Willow Road, Suite 100
Pleasanton, California 94588
phone: (925) 621-5300 fax: (925) 203-5758
belden@beldeninc.com
22213/GG

Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
1	03/25/2024	INC 02 CCD. 001-VI
6	04/19/2024	CCD-006
ASI-05	04/30/2024	ASI-05
8	10/18/2024	CCD-008
7	10/08/2024	CCD-007
9	01/16/2025	CCD-009
10	01/27/2025	CCD-010

THIS SHEET IS PART OF A COMPLETE DOCUMENT SET. IT SHALL BE USED IN CONJUNCTION WITH THE COMPLETE SET AND NOT AS AN INDIVIDUAL SHEET. THIS SHEET SHALL NOT BE USED FOR CONSTRUCTION UNLESS THE ARCHITECT'S STAMP AND SIGNATURE IS AFFIXED AND HAVE BEEN RELEASED FOR CONSTRUCTION.

DRAWING TITLE

ELECTRICAL PLAN - BLDG C

SHEET NO. E-C-1

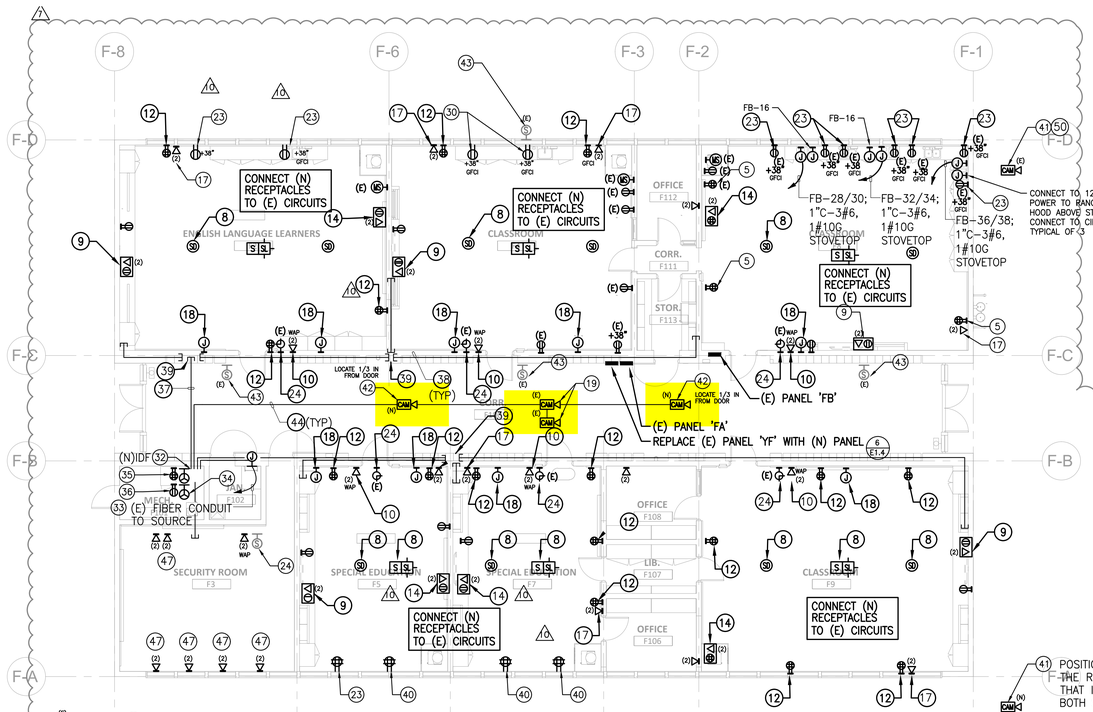
PROJECT NO.

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS



2 ELECTRICAL PLAN - BLDG F

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

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. NOT USED.
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION
5. SEE ARCHITECTURAL DETAILS AND HUSD STANDARDS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF RECEPTACLES AND DATA OUTLETS.
6. EXISTING SITE/UNDER CANOPY WALKWAY SECURITY CAMERAS THAT ARE AFFECTED DUE TO REMODEL SHALL BE RECONNECTED WITH NEW CAT6A CABLE TO NEAREST IDF. PROVIDE NEW 1" CONDUIT AND CAT6A CABLE AS REQUIRED. CONFIRM RECONNECTION WITH DISTRICT IT PRIOR TO RECONNECTION.

SHEET NOTES

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2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE EXISTING WAP MOUNTED ON WALL ADJACENT TO NEW CLOCK SPEAKER LOCATION. UTILIZE SAME CONDUIT AS CLOCK SPEAKER TO FEED WAP JUNCTION BOX. SEE NEW FLOOR PLAN.
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTRO STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE, 2-GANG JUNCTION BOX BEHIND TV MONITOR. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
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13. (N) QUAD RECEPTACLE AT 42" AFF (UON) FROM BOTTOM OF BOX. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. REMOVE (E) EXIT SIGN
16. REMOVE (E) IDF AND ASSOCIATED CABLES. REMOVE (E) RACEWAYS THAT HAVE BEEN ABANDONED. SEE NEW FLOOR PLAN FOR NEW IDF LOCATION.
17. (N) 2-DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUI TO THE WALL MOUNTED CONTROLS, S.A.D.
19. EXISTING CAMERA TO REMAIN. REMOVE EXISTING ETHERNET CABLE BACK TO IDF AS THE CAMERA WILL BE IN-ACTIVE. DISTRICT TO REMOVE CAMERA AT LATER DATE.
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
23. REPLACE EXISTING RECEPTACLE WITH NEW. SEE FLOOR PLAN FOR HEIGHT REQUIREMENTS. IF LOCATED IN BACKSPLASH, MOUNT HORIZONTALLY.
24. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT EXISTING CLOCK TO IDF.
25. (E) FIRE ALARM DEVICE TO REMAIN
26. NOT USED
27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. FIELD VERIFY AND REMOVE EXISTING STOVETOP CONNECTIONS. REMOVE CONDUIT AND CABLES AS REQUIRED.
30. NEW DUPLEX RECEPTACLE. IF LOCATED IN BACKSPLASH, MOUNT HORIZONTALLY.
31. REMOVE EXISTING FIBER BACK TO SOURCE. MAINTAIN EXISTING FIBER CONDUIT FOR REUSE.
32. IDF CABINET IS OWNER FURNISHED, CONTRACTOR INSTALLED. COORDINATE WITH DISTRICT FOR MAKE/MODEL AND ELEVATION DETAIL. PROVIDE #6 GROUND WIRE TO SINGLE POINT OF GROUNDING. SEE HUSD STANDARDS FOR ADDITIONAL REQUIREMENTS.
33. MAINTAIN EXISTING CONDUIT FOR REUSE. PULL NEW FIBER IN EXISTING CONDUIT AND EXTEND WITH NEW CONDUIT TO NEW LOCATION AS REQUIRED. MATCH EXISTING CONDUIT SIZE.
34. PROVIDE (2) 30A, 120VAC (L5-30R) DEDICATED TWISTLOCK RECEPTACLES FOR UPS. ROUTE TO CIRCUIT FA-19 AND FA-21. PROVIDE #10 WIRING. PROVIDE (2) 30A-120V CIRCUIT BREAKERS IN PANEL FA.
35. PROVIDE (1) QUAD 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO FA-23. PROVIDE #10 WIRING. PROVIDE 20A-120V CICUIT BREAKER IN PANEL FA.
36. PROVIDE (1) DUPLEX 20A, 120VAC DEDICATED RECEPTACLE FOR CABINET COOLNG BELOW IDF CABINET. ROUTE CIRCUIT TO FA-25. PROVIDE #10 WIRING. PROVIDE 20A-120V CICUIT BREAKER IN PANEL FA.
37. ROUTE (2) 2" CONDUIT ABOVE CEILING. REMOVE AND REINSTALL CEILING TILES AS REQUIRED IN ORDER TO CONCEAL CONDUIT.
38. PROVIDE (1) 4" NON METALLIC TUBING CONCEALED. TRANSITION DOWN TO (1) 2" CONDUIT WHEN ENTERING CLASSROOM. COORDINATE ACCESS HATCH WITH ARCHITECT.
39. PROVIDE ACCESS HATCH OR SURFACE MOUNTED PULL BOX FOR FUTURE MAINTENANCE. COORDINATE EXACT LOCATION AND DETAILS WITH ARCHITECT.
40. NEW RECEPTACLE. MOUNT AT 15" AFF TO BOTTOM OF BOX, UON.
41. EXISTING EXTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW EXTERIOR SECURITY CAMERAS TO HAVE - 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
42. EXISTING INTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW EXTERIOR SECURITY CAMERAS TO HAVE - 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
43. PROVIDE NEW CAT6A CABLE TO EXISTING PA SYSTEM SPEAKERS.
44. PROVIDE (1) 1" CONDUIT FOR NEW/EXISTING SECURITY CAMERAS.
45. REPLACE EXISTING DATA OUTLET WITH NEW PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
46. REPLACE EXISTING DATA TO EXISTING WAP LOCATION PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
47. COORDINATE NEW DATA OUTLET TO BE INSTALLED AT EXISTING WORKSTATION. FIELD VERIFY EXACT LOCATION.
48. PROVIDE 120VAC POWER FOR CD PUMP ASSOCIATED WITH IDF. ROUTE CIRCUIT TO FA-27. PROVIDE #12 WIRING. PROVIDE 20A-120V CIRCUIT BREAKER IN PANEL FA.
49. PER DISTRICT, BOTH (2) OF THE EXISTING CAMERAS IN THE CENTER HALLWAY IS TO REMAIN, HOWEVER 1 OF THE 2 EXISTING CAMERAS IN CENTER HALLWAY WON'T RECEIVE A CAT6A CABLE.
50. MOVE CENTERED BETWEEN COVERED WALKWAY BEAM. FIELD VERIFY.
51. EXTEND EXISTING CONDUIT AND JUNCTION BOX SERVING EXISTING SECURITY CAMERA LOCATION TO CORNER OF BUILDING SO IT CAN CAPTURE BOTH SIDES OF BUILDING.

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

HAYWARD HIGH SCHOOL
1633 EAST AVE
HAYWARD, CA 94541

Architect

Engineer

REGISTERED PROFESSIONAL ENGINEER GERALD GONCALES E16961 Exp.6/30/26 ELECTRICAL STATE OF CALIFORNIA

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Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
1	03/25/2024	INC 02 CCD. 001-W
6	04/19/2024	CCD-006
ASI-05	04/30/2024	ASI-05
8	10/18/2024	CCD-008
7	10/08/2024	CCD-007
9	01/16/2025	CCD-009
10	01/27/2025	CCD-010

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DRAWING TITLE

ELECTRICAL PLAN - BLDG F

SHEET NO. E-F-1

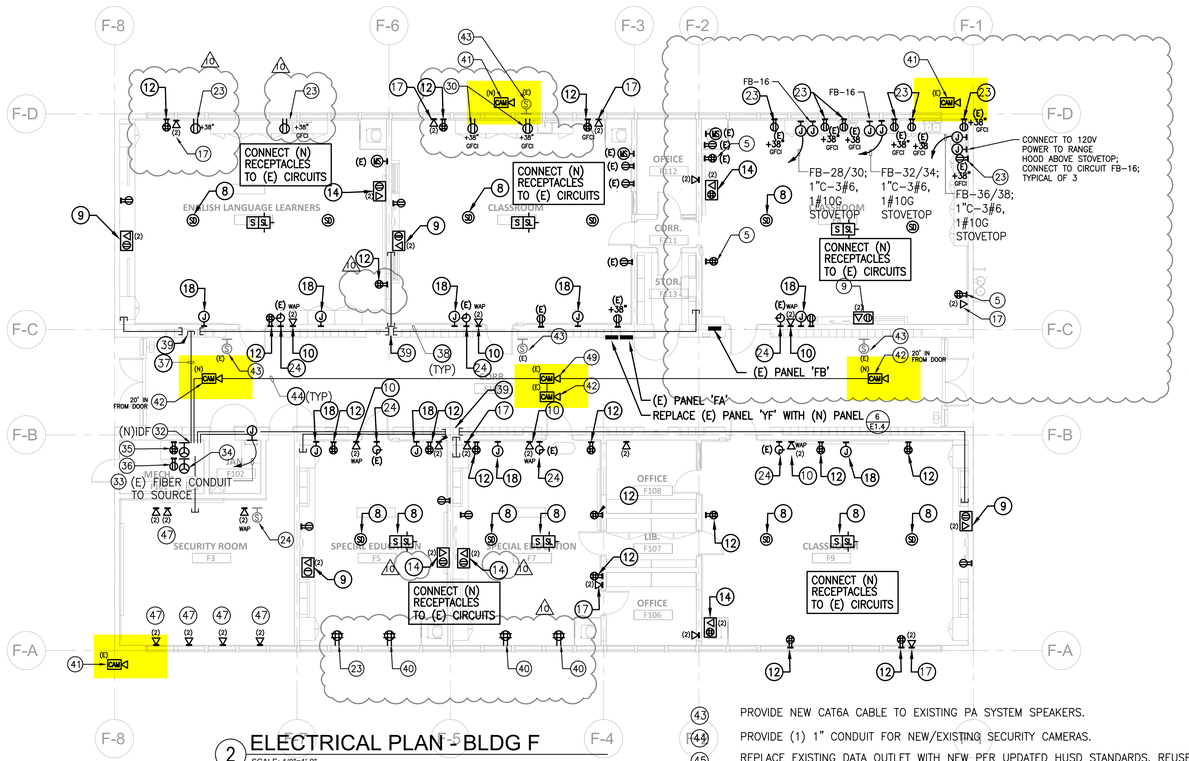
PROJECT NO.

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS



2 ELECTRICAL PLAN - BLDG F
SCALE: 1/8"=1'-0"

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. NOT USED.
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION
5. SEE ARCHITECTURAL DETAILS AND HUSD STANDARDS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF RECEPTACLES AND DATA OUTLETS.
6. EXISTING SITE/UNDER CANOPY WALKWAY SECURITY CAMERAS THAT ARE AFFECTED DUE TO REMODEL SHALL BE RECONNECTED WITH NEW CAT6A CABLE TO NEAREST IDF. PROVIDE NEW 1" CONDUIT AND CAT6A CABLE AS REQUIRED. CONFIRM RECONNECTION WITH DISTRICT IT PRIOR TO RECONNECTION.

SHEET NOTES

1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE EXISTING WAP MOUNTED ON WALL ADJACENT TO NEW CLOCK SPEAKER LOCATION. UTILIZE SAME CONDUIT AS CLOCK SPEAKER TO FEED WAP JUNCTION BOX. SEE NEW FLOOR PLAN.
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTRO STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE, 2-GANG JUNCTION BOX BEHIND TV MONITOR. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
10. (N) 2-DROP DATA OUTLET FOR WIFI ACCESS. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
11. RELOCATE EXISTING CLOCK/SPEAKER. SEE NEW FLOOR PLAN.
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. (N) QUAD RECEPTACLE AT 42" AFF (UON) FROM BOTTOM OF BOX. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. REMOVE (E) EXIT SIGN
16. REMOVE (E) IDF AND ASSOCIATED CABLES. REMOVE (E) RACEWAYS THAT HAVE BEEN ABANDONED. SEE NEW FLOOR PLAN FOR NEW IDF LOCATION.
17. (N) 2-DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUI TO THE WALL MOUNTED CONTROLS, S.A.D.
19. NOT USED
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
23. REPLACE EXISTING RECEPTACLE WITH NEW. SEE FLOOR PLAN FOR HEIGHT REQUIREMENTS. IF LOCATED IN BACKSPLASH, MOUNT HORIZONTALLY.
24. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT EXISTING CLOCK TO IDF.
25. (E) FIRE ALARM DEVICE TO REMAIN
26. NOT USED
27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. FIELD VERIFY AND REMOVE EXISTING STOVETOP CONNECTIONS. REMOVE CONDUIT AND CABLES AS REQUIRED.
30. NEW DUPLEX RECEPTACLE. IF LOCATED IN BACKSPLASH, MOUNT HORIZONTALLY.
31. REMOVE EXISTING FIBER BACK TO SOURCE. MAINTAIN EXISTING FIBER CONDUIT FOR REUSE.
32. IDF CABINET IS OWNER FURNISHED, CONTRACTOR INSTALLED. COORDINATE WITH DISTRICT FOR MAKE/MODEL AND ELEVATION DETAIL. PROVIDE #6 GROUND WIRE TO SINGLE POINT OF GROUNDING. SEE HUSD STANDARDS FOR ADDITIONAL REQUIREMENTS.
33. MAINTAIN EXISTING CONDUIT FOR REUSE. PULL NEW FIBER IN EXISTING CONDUIT AND EXTEND WITH NEW CONDUIT TO NEW LOCATION AS REQUIRED. MATCH EXISTING CONDUIT SIZE.
34. PROVIDE (2) 30A, 120VAC (L5-30R) DEDICATED TWISTLOCK RECEPTACLES FOR UPS. ROUTE TO CIRCUIT FA-19 AND FA-21. PROVIDE #10 WIRING. PROVIDE (2) 30A-120V CIRCUIT BREAKERS IN PANEL FA.
35. PROVIDE (1) QUAD 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO FA-23. PROVIDE #10 WIRING. PROVIDE 20A-120V CICUIT BREAKER IN PANEL FA.
36. PROVIDE (1) DUPLEX 20A, 120VAC DEDICATED RECEPTACLE FOR CABINET COOLNG BELOW IDF CABINET. ROUTE CIRCUIT TO FA-25. PROVIDE #10 WIRING. PROVIDE 20A-120V CICUIT BREAKER IN PANEL FA.
37. ROUTE (2) 2" CONDUIT ABOVE CEILING. REMOVE AND REINSTALL CEILING TILES AS REQUIRED IN ORDER TO CONCEAL CONDUIT.
38. PROVIDE (1) 4" NON METALLIC TUBING CONCEALED. TRANSITION DOWN TO (1) 2" CONDUIT WHEN ENTERING CLASSROOM. COORDINATE ACCESS HATCH WITH ARCHITECT.
39. PROVIDE ACCESS HATCH OR SURFACE MOUNTED PULL BOX FOR FUTURE MAINTENANCE. COORDINATE EXACT LOCATION AND DETAILS WITH ARCHITECT.
40. NEW RECEPTACLE. MOUNT AT 15" AFF TO BOTTOM OF BOX, UON.
41. EXISTING EXTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW EXTERIOR SECURITY CAMERAS TO HAVE – 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
42. EXISTING INTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW EXTERIOR SECURITY CAMERAS TO HAVE – 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
43. PROVIDE NEW CAT6A CABLE TO EXISTING PA SYSTEM SPEAKERS.
44. PROVIDE (1) 1" CONDUIT FOR NEW/EXISTING SECURITY CAMERAS.
45. REPLACE EXISTING DATA OUTLET WITH NEW PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
46. REPLACE EXISTING DATA TO EXISTING WAP LOCATION PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
47. COORDINATE NEW DATA OUTLET TO BE INSTALLED AT EXISTING WORKSTATION. FIELD VERIFY EXACT LOCATION.
48. PROVIDE 120VAC POWER FOR CD PUMP ASSOCIATED WITH IDF. ROUTE CIRCUIT TO FA-27. PROVIDE #12 WIRING. PROVIDE 20A-120V CIRCUIT BREAKER IN PANEL FA.
49. PER DISTRICT, BOTH (2) OF THE EXISTING CAMERAS IN THE CENTER HALLWAY IS TO REMAIN, HOWEVER 1 OF THE 2 EXISTING CAMERAS IN CENTER HALLWAY WON'T RECEIVE A CAT6A CABLE.

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

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HAYWARD, CA 94541

Architect

Engineer

REGISTERED PROFESSIONAL ENGINEER GERALD GONCALES E16961 Exp.6/30/26 STATE OF CALIFORNIA

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Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
1	03/25/2024	INC 02 CCD. 001-VI
6	04/19/2024	CCD-006
ASI-05	04/30/2024	ASI-05
8	10/18/2024	CCD-008
7	10/08/2024	CCD-007
9	01/16/2025	CCD-009
10	01/27/2025	CCD-010

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DRAWING TITLE

ELECTRICAL PLAN - BLDG F

SHEET NO. E-F-1 CCD-010

PROJECT NO.

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS

(E) PANEL 'GB' 120/208 VOLTS, 3 PHASE, 4 WIRE KAIC RATING: (E)

MOUNTED: MAIN LUGS ONLY: X BUS RATING: 200 AMPS PANEL TYPE: BOLT-ON LOCATION: GYM

PHASE A	PHASE B	PHASE C	AMPS	POLE	CKT			CKT	POLE	AMPS	PHASE A	PHASE B	PHASE C	DESCRIPTION
1100			20	1	1	X		2	1	20	1150			ENTRY #3 & JANITOR
			20	1	3		X	4	1	20		1000		GYM LTS (INCANDESCENT)
			20	1	5		X	6	1	20				SPARE
900			20	1	7	X		8	1	20	540			RECEPTACLES (3)
	360		20	1	9		X	10	1	20		1392		(2) 1/4HP BCKBRD MOTOR
		1392	20	1	11		X	12	1	20			1392	(2) 1/4HP BCKBRD MOTOR
360			20	1	13	X		14		20	1400			RECEPTACLE
			20	1	15		X	16	2			1400		
			15	1	17		X	18	1	20				SPARE
1176			20	1	19	X		20	1	20				SPARE
	1176		20	1	21		X	22	1	20		696		ROOF FAN 71E 1/2HP
		1176	20	1	23		X	24	1	20			696	ROOF FAN 73E 1/2HP
526			20	1	25	X		26	1	20	696			UH-18 1/2HP
	1872		20		27		X	28	2	20				HAND DRYER
		1872			29		X	30	–	–				
1872				3	31	X		32	2	20				HAND DRYER
	720		20	1	33		X	34	–	–				
				1	35		X	36	1					SPACE
5934	4128	4440									3786	4488	2088	TOTALS

TOTAL CONNECTED LOAD: 24864 VA

LONG TIME CONTINUOUS LOAD: 16294 X 0.25 = 4073 VA

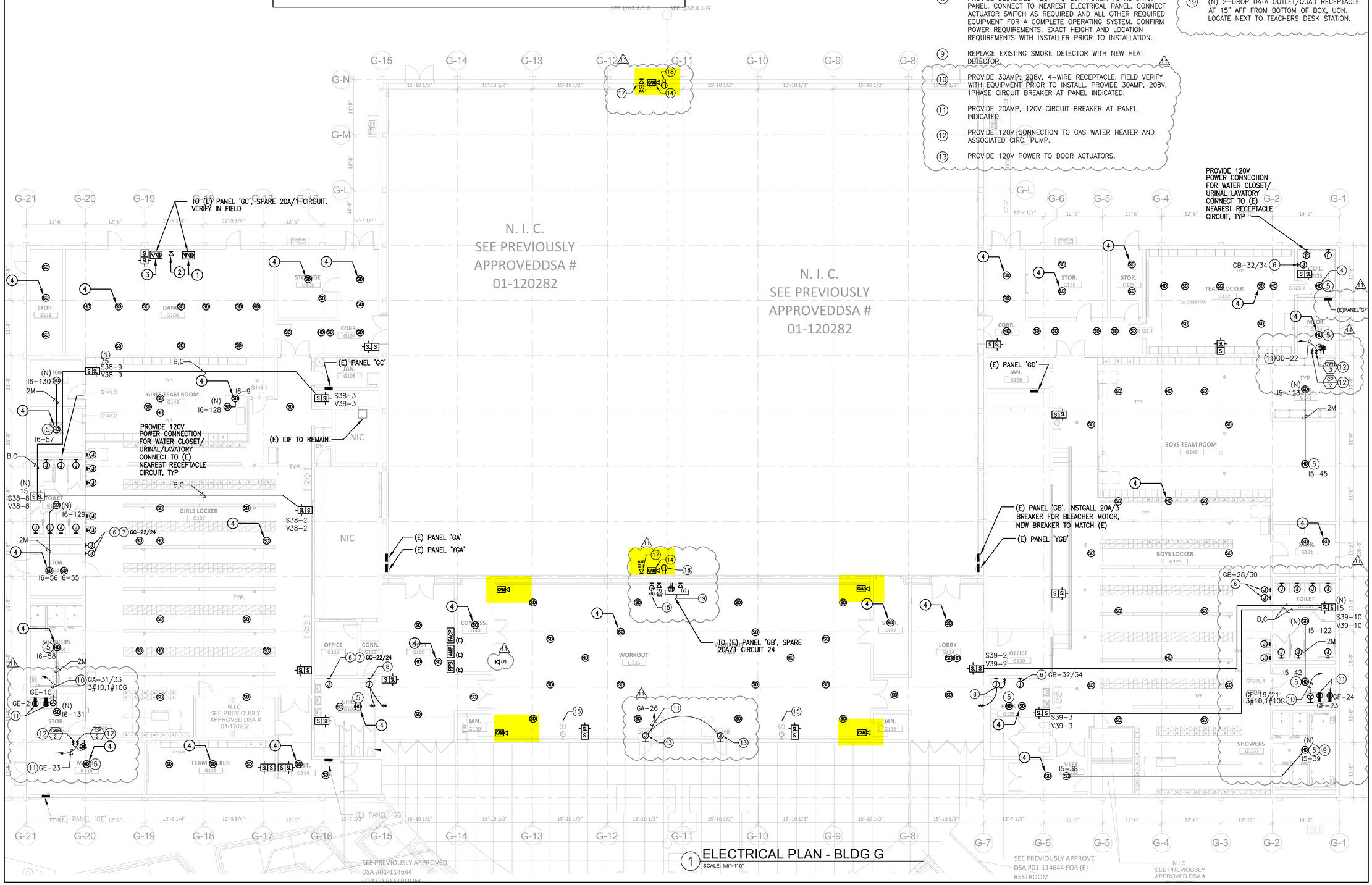
CALCULATED FEEDER LOAD: 28937 VA (80A)

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION
5. HEAT DETECTORS SHOWN ARE ABOVE CEILING U.ON. FIELD VERIFY.

SHEET NOTES

1. (N) 3–DROP DATA & 1–HDMI OUTLET, QUAD RECEPTACLE BEHIND TV MONITOR, VERIFY EXACT LOCATION IN FIELD
2. (N) 2–DROP DATA OUTLET AT 42" AFF FOR TEACHER CENTERED BELOW TV MONITOR
3. (N) 2–DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
4. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
5. HEAT DETECTOR IN CEILING.
6. PROVIDE 208V–1ø POWER TO HAND DRYER.
7. PROVIDE 208V–1ø–20A CIRCUIT BREAKER IN EXISTING PANEL GC. FIELD VERIFY.
8. PROVIDE DEDICATED 120V–1ø–20A POWER TO ACTUATOR PANEL. CONNECT TO NEAREST ELECTRICAL PANEL. CONNECT ACTUATOR SWITCH AS REQUIRED AND ALL OTHER REQUIRED EQUIPMENT FOR A COMPLETE OPERATING SYSTEM. CONFIRM POWER REQUIREMENTS, EXACT HEIGHT AND LOCATION REQUIREMENTS WITH INSTALLER PRIOR TO INSTALLATION.
9. REPLACE EXISTING SMOKE DETECTOR WITH NEW HEAT DETECTOR.
10. PROVIDE 30AMP, 208V, 4–WIRE RECEPTACLE. FIELD VERIFY WITH EQUIPMENT PRIOR TO INSTALL. PROVIDE 30AMP, 208V, 1PHASE CIRCUIT BREAKER AT PANEL INDICATED.
11. PROVIDE 20AMP, 120V CIRCUIT BREAKER AT PANEL INDICATED.
12. PROVIDE 120V CONNECTION TO GAS WATER HEATER AND ASSOCIATED CIRC. PUMP.
13. PROVIDE 120V POWER TO DOOR ACTUATORS.
14. NEW INTERIOR STREAMING CAMERAS TO HAVE – 6X6X4 RT JB WITH 15 FT OF NEW (1) CAT6A COILED IN BOX. COORDINATE EXACT LOCATION/HEIGHT IN FIELD WITH CAMERA INSTALLER.
15. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT CLOCK TO IDF.
16. (N) 2–DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
17. WAP TO BE 8'–0" ABOVE THE HIGHEST BLEACHER SEAT.
18. PROVIDE DUPLEX OUTLET FOR STREAMING CAMERA. COORDINATE EXACT LOCATION/HEIGHT IN FIELD WITH CAMERA INSTALLER. CONNECT TO NEAREST RECEPTACLE CIRCUIT.
19. (N) 2–DROP DATA OUTLET/QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON. LOCATE NEXT TO TEACHERS DESK STATION.



1 ELECTRICAL PLAN - BLDG G
SCALE: 1/8"=1'-0"

APPROVED DIV OF THE STATE ARCHITECT APP: 01-120001 INC: 2 REVIEWED FOR SS ☑ FLS ☑ ACS ☑ DATE: 03/24/2025

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

HAYWARD HIGH SCHOOL
1633 EAST AVE
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Architect

Engineer

REGISTERED PROFESSIONAL ENGINEER GERALD GONCALES E16961 Exp:6/30/26 STATE OF CALIFORNIA

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Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
1	03/25/2024	INC 02 CCD. 001–VI
6	04/19/2024	CCD–006
ASI–05	04/30/2024	ASI–05
8	10/18/2024	CCD–008
7	10/08/2024	CCD–007
9	01/16/2025	CCD–009
10	01/27/2025	CCD–010
11	02/03/2025	REVISION 001
12	02/13/2025	CCD–012
16	03/10/2025	CCD–016

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DRAWING TITLE

ELECTRICAL PLAN - BLDG G

SHEET NO. E-G-2

PROJECT NO.

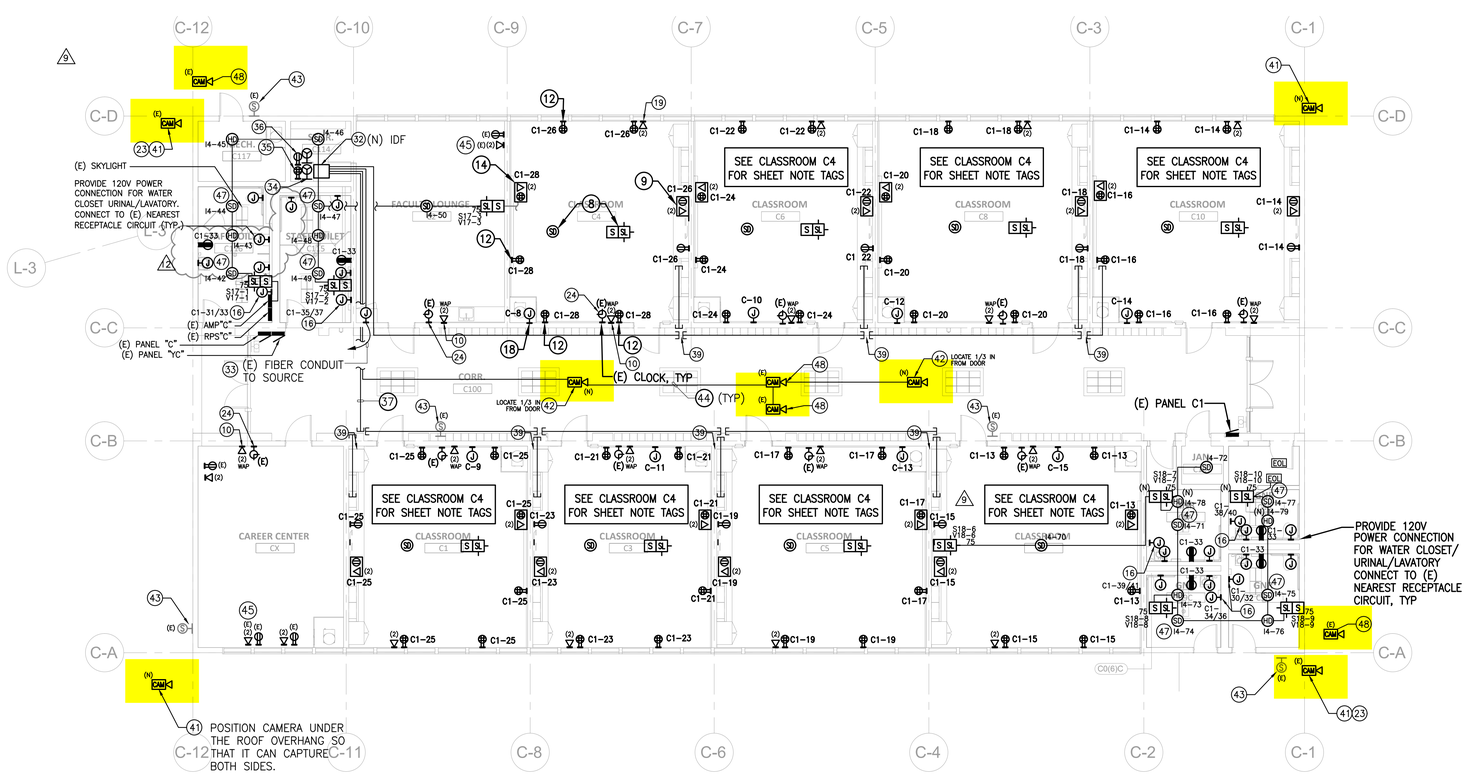
REVISION 001

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS



2 ELECTRICAL PLAN - BLDG C

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

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. NOT USED.
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION
5. SEE ARCHITECTURAL DETAILS AND HUSD STANDARDS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF RECEPTACLES AND DATA OUTLETS.
6. EXISTING SITE/UNDER CANOPY WALKWAY SECURITY CAMERAS THAT ARE AFFECTED DUE TO REMODEL SHALL BE RECONNECTED WITH NEW CAT6A CABLE TO NEAREST IDF. PROVIDE NEW 1" CONDUIT AND CAT6A CABLE AS REQUIRED. CONFIRM RECONNECTION WITH DISTRICT IT PRIOR TO RECONNECTION.

SHEET NOTES

1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE EXISTING WAP MOUNTED ON WALL ADJACENT TO NEW CLOCK SPEAKER LOCATION. UTILIZE SAME CONDUIT AS CLOCK SPEAKER TO FEED WAP JUNCTION BOX. SEE NEW FLOOR PLAN.
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTROL STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE, 2-GANG JUNCTION BOX BEHIND TV MONITOR. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
10. (N) 2-DROP DATA OUTLET FOR WIFI ACCESS. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
11. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING, SEE NEW FLOOR PLAN FOR LOCATION, VERIFY IN FIELD.
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. (N) QUAD RECEPTACLE AT 42" AFF (UON) FROM BOTTOM OF BOX. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. REMOVE (E) EXIT SIGN
16. PROVIDE 208V-1ø POWER TO HAND DRYER.
17. REMOVE (E) IDF AND ASSOCIATED CABLES. REMOVE (E) RACEWAYS THAT HAVE BEEN ABANDONED. SEE NEW FLOOR PLAN FOR NEW IDF LOCATION.
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUIT TO THE WALL MOUNTED CONTROLS, S.A.D.
19. (N) 2-DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
23. EXTEND EXISTING CONDUIT AND JUNCTION BOX SERVING EXISTING SECURITY CAMERA LOCATION TO CORNER OF BUILDING SO IT CAN CAPTURE BOTH SIDES OF BUILDING.
24. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT EXISTING CLOCK TO IDF.
25. (E) FIRE ALARM DEVICE TO REMAIN
26. NOT USED
27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. NOT USED.
30. COORDINATE WITH DISTRICT IT TO REMOVE ANY CAMERAS NO LONGER REQUIRED.
31. REMOVE EXISTING FIBER BACK TO SOURCE. MAINTAIN EXISTING FIBER CONDUIT FOR REUSE.
32. IDF CABINET IS OWNER FURNISHED, CONTRACTOR INSTALLED. COORDINATE WITH DISTRICT FOR MAKE/MODEL AND ELEVATION DETAIL. PROVIDE #6 GROUND WIRE TO SINGLE POINT OF GROUNDING. SEE HUSD STANDARDS FOR ADDITIONAL REQUIREMENTS.
33. MAINTAIN EXISTING CONDUIT FOR REUSE. PULL NEW FIBER IN EXISTING CONDUIT AND EXTEND WITH NEW CONDUIT TO NEW LOCATION AS REQUIRED. MATCH EXISTING CONDUIT SIZE.
34. PROVIDE (2) 30A, 120VAC (L5-30R) DEDICATED TWISTLOCK RECEPTACLES FOR UPS. ROUTE TO CIRCUIT C-27 AND C-29. PROVIDE #10 WIRING. PROVIDE (2) 30A-120V CIRCUIT BREAKERS IN PANEL C.
35. PROVIDE (1) QUAD 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO C-31. PROVIDE #12 WIRING. PROVIDE (1) 20A-120V CIRCUIT BREAKERS IN PANEL C.
36. PROVIDE (1) DUPLEX 20A, 120VAC DEDICATED RECEPTACLE FOR CABINET COOLING BELOW IDF CABINET. ROUTE CIRCUIT TO C-25. PROVIDE #10 WIRING. PROVIDE 20A-120V CIRCUIT BREAKER IN PANEL C.
37. ROUTE (2) 2-1/2" CONDUIT ABOVE CEILING. REMOVE AND REINSTALL CEILING TILE AS REQUIRED IN ORDER TO CONCEAL CONDUIT.
38. PROVIDE (1) 4" NON METALLIC TUBING CONCEALED. TRANSITION DOWN TO (1) 2" CONDUIT WHEN ENTERING CLASSROOM. COORDINATE ACCESS HATCH WITH ARCHITECT.
39. PROVIDE ACCESS HATCH OR SURFACE MOUNT PULL BOX FOR FUTURE MAINTENANCE. COORDINATE EXACT LOCATION AND DETAILS WITH ARCHITECT.
40. NOT USED.
41. EXISTING EXTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A. NEW EXTERIOR SECURITY CAMERAS TO HAVE - 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
42. EXISTING INTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A. NEW INTERIOR CAMERAS TO HAVE - HALLWAY CENTER, 4 SQ JB WITH 4 FT OF NEW CAT6A COILED IN BOX.
43. PROVIDE NEW CAT6A CABLE TO EXISTING PA SYSTEM SPEAKERS.
44. PROVIDE (1) 1" CONDUIT FOR NEW/EXISTING SECURITY CAMERAS.
45. REPLACE EXISTING DATA OUTLET WITH NEW PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
46. NOT USED.
47. REINSTALL AT EXISTING SKYLIGHT. SKYLIGHT SMOKE DETECTORS SHALL BE INSTALLED INSIDE SKYLIGHT SHAFT WALL PER 2022 NFPA 72 SECTION A29.11.3.2.
48. EXISTING CAMERA TO REMAIN. REMOVE EXISTING ETHERNET CABLE BACK TO IDF AS THE CAMERA WILL BE IN-ACTIVE. DISTRICT TO REMOVE CAMERA AT LATER DATE.

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-120001 INC:
REVIEWED FOR
SS ☑ FLS ☐ ACS ☑
DATE: 02/26/2025

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

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HAYWARD, CA 94541

Architect

Engineer

REGISTERED PROFESSIONAL ENGINEER GERALD GONCALES E16961 Exp:6/30/26 ELECTRICAL STATE OF CALIFORNIA

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22213/GG

Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
1	03/25/2024	INC 02 CCD. 001-VI
6	04/19/2024	CCD-006
ASI-05	04/30/2024	ASI-05
8	10/18/2024	CCD-008
7	10/08/2024	CCD-007
9	01/16/2025	CCD-009
10	01/27/2025	CCD-010
11	02/03/2025	CCD-011
12	02/13/2025	CCD-012

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DRAWING TITLE

ELECTRICAL PLAN - BLDG C

SHEET NO.

E-C-1

CCD-012

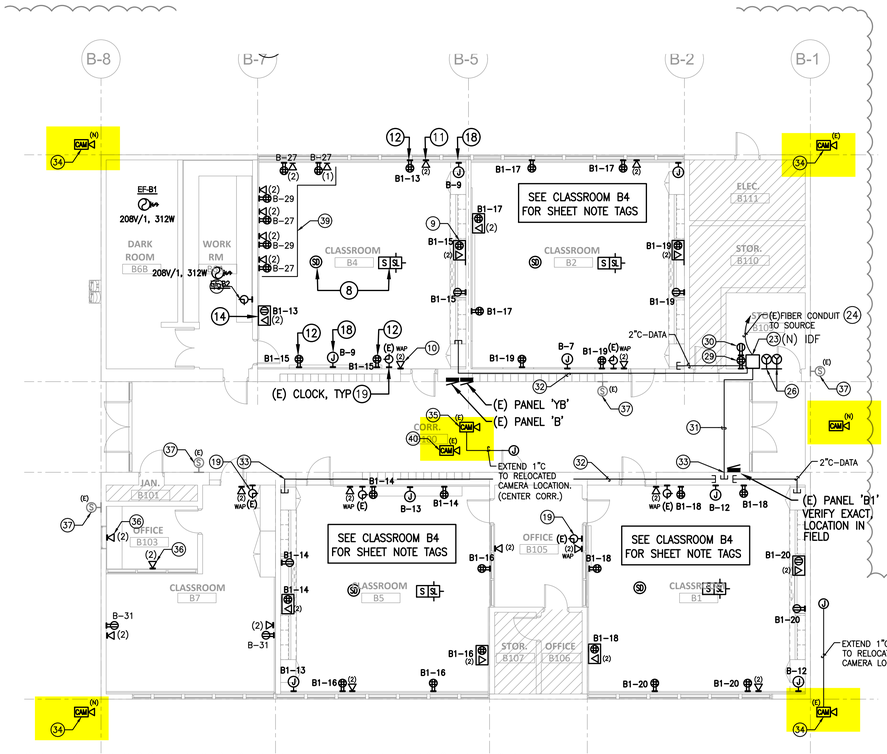
PROJECT NO.

DATE	DRAFTER	CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS



2 ELECTRICAL PLAN - BLDG B

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

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. NOT USED.
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION
5. SEE ARCHITECTURAL DETAILS AND HUSD STANDARDS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF RECEPTACLES AND DATA OUTLETS.
6. EXISTING SITE/UNDER CANOPY WALKWAY SECURITY CAMERAS THAT ARE AFFETED DUE TO REMODEL SHALL BE RECONNECTED WITH NEW CAT6A CABLE TO NEAREST IDF. PROVIDE NEW 1" CONDUIT AND CAT6A CABLE AS REQUIRED. CONFIRM RECONNECTION WITH DISTRICT IT PRIOR TO RECONNECTION.

SHEET NOTES

1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE EXISTING WAP MOUNTED ON WALL ADJACENT TO NEW CLOCK SPEAKER LOCATION. UTILIZE SAME CONDUIT AS CLOCK SPEAKER TO FEED WAP JUNCTION BOX. SEE NEW FLOOR PLAN.
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTROL STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE, 2-GANG JUNCTION BOX BEHIND TV MONITOR. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
10. (N) 2-DROP DATA OUTLET FOR WIFI ACCESS. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
11. (N) 2-DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. REMOVE (E) IDF AND ASSOCIATED CABLES. REMOVE (E) RACEWAYS THAT HAVE BEEN ABANDONED. SEE NEW FLOOR PLAN FOR (N) IDF LOCATION.
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. (E) EXIT SIGN TO REMAIN
16. (E) EXIT SIGN ABOVE DOOR, PROTECT DURING CONSTRUCTION
17. EXISTING CAMERA TO REMAIN, HOWEVER NO CAT6A CABLE IS REQUIRED AS ONLY (1) CAMERA REQUIRED AT THIS LOCATION.
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUIT TO THE WALL MOUNTED CONTROLS, S.A.D.
19. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT EXISTING PA/CLOCK TO IDF.
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
22. REMOVE EXISTING FIBER BACK TO SOURCE. MAINTAIN EXISTING FIBER CONDUIT FOR REUSE.
23. IDF CABINET IS OWNER FURNISHED, CONTRACTOR INSTALLED. COORDINATE WITH DISTRICT FOR MAKE/MODEL AND ELEVATION DETAIL. PROVIDE #6 GROUND WIRE TO SINGLE POINT OF GROUNDING. SEE HUSD STANDARDS FOR ADDITIONAL REQUIREMENTS.
24. MAINTAIN EXISTING CONDUIT FOR REUSE. PULL NEW FIBER IN EXISTING CONDUIT AND EXTEND WITH NEW CONDUIT TO NEW LOCATION AS REQUIRED. MATCH EXISTING CONDUIT SIZE.
25. (E) FIRE ALARM DEVICE TO REMAIN
26. PROVIDE (2) 30A, 120VAC (L5-30R) DEDICATED TWISTLOCK RECEPTACLES FOR UPS. ROUTE TO CIRCUIT B-32 AND B-30. PROVIDE #10 WIRING. PROVIDE (2) 30A-120V CIRCUIT BREAKERS IN PANEL B.
27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. PROVIDE (1) QUAD 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO B-28. PROVIDE #10 WIRING. PROVIDE 20A-120V CIRCUIT BREAKER IN PANEL B.
30. PROVIDE (1) DUPLEX 20A, 120VAC DEDICATED RECEPTACLE FOR CABINET COOLING BELOW IDF CABINET. ROUTE CIRCUIT TO B-31. PROVIDE #10 WIRING. PROVIDE 20A-120V CIRCUIT BREAKER IN PANEL B.
31. ROUTE (2) 2" CONDUIT ABOVE CEILING. REMOVE AND REINSTALL CEILING TILES AS REQUIRED IN ORDER TO CONCEAL CONDUIT.
32. PROVIDE (1) 4" NON METALLIC TUBING CONCEALED. TRANSITION DOWN TO (1) 2" CONDUIT WHEN ENTERING CLASSROOM.
33. PROVIDE ACCESS HATCH OR SURFACE MOUNTED PULL BOX FOR FUTURE MAINTENANCE. COORDINATE EXACT LOCATION AND DETAILS WITH ARCHITECT.
34. EXISTING EXTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW EXTERIOR SECURITY CAMERAS TO HAVE – 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
35. EXISTING INTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW EXTERIOR SECURITY CAMERAS TO HAVE – 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
36. FIELD VERIFY AND REPLACE EXISTING DATA OUTLET WITH NEW PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
37. PROVIDE NEW CAT6A CABLE TO EXISITNG PA SYSTEM SPEAKERS.
38. REPLACE EXISTING DATA TO EXISTING WAP LOCATION PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
39. PROVIDE (N) QUAD RECEPTACLES AND TOTAL OF 11 DATA DROPS IN CLASSROOM B4 TO SERVE COMPUTERS.
40. ABANDON EXISTING CAMERA. DISTRICT TO REMOVE AT LATER DATE. NO CAT6A CABLE REQUIRED.

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

HAYWARD HIGH SCHOOL
1633 EAST AVE
HAYWARD, CA 94541

Architect | Engineer

Architect

SIM ARCHITECTS

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Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
15	04/10/2025	CCD-015

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DRAWING TITLE

ELECTRICAL, LIGHTING & AV PLAN - BLDG B

SHEET NO. **E-B-1**

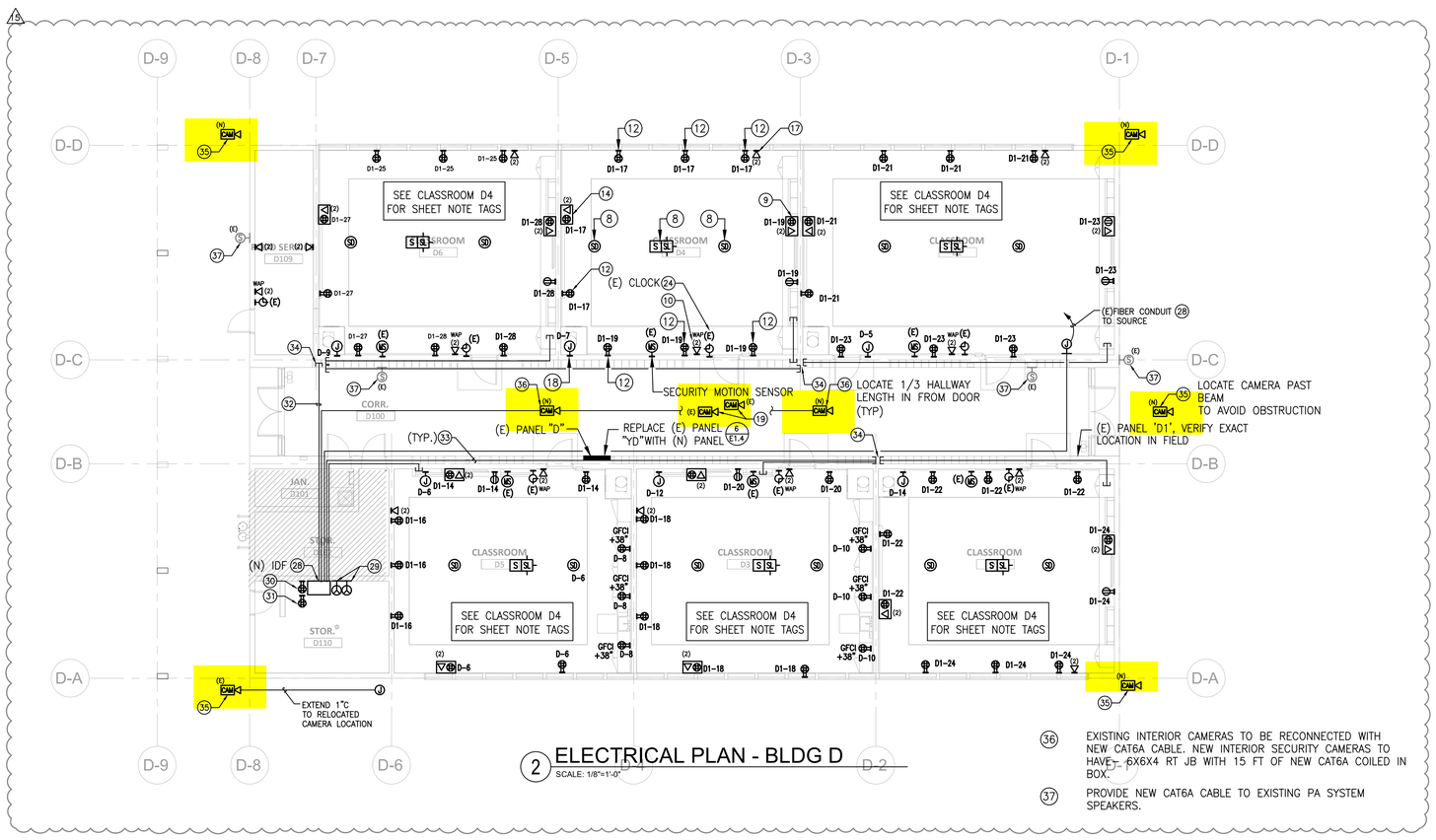
PROJECT NO.

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

AS-BUILTS - CAMERA LOCATIONS



2 ELECTRICAL PLAN - BLDG D
SCALE: 1/8"=1'-0"

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. NOT USED.
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION.
5. SEE ARCHITECTURAL DETAILS AND HUSD STANDARDS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF RECEPTACLES AND DATA OUTLETS.
6. EXISTING SITE/UNDER CANOPY WALKWAY SECURITY CAMERAS THAT ARE AFFECTED DUE TO REMODEL SHALL BE RECONNECTED WITH NEW CAT6A CABLE TO NEAREST IDF. PROVIDE NEW 1" CONDUIT AND CAT6A CABLE AS REQUIRED. CONFIRM RECONNECTION WITH DISTRICT IT PRIOR TO RECONNECTION.

SHEET NOTES

1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE EXISTING WAP MOUNTED ON WALL ADJACENT TO NEW CLOCK SPEAKER LOCATION. UTILIZE SAME CONDUIT AS CLOCK SPEAKER TO FEED WAP JUNCTION BOX. SEE NEW FLOOR PLAN
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTRO STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE, 2-GANG JUNCTION BOX BEHIND TV MONITOR. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
10. (N) 2-DROP DATA OUTLET FOR WIFI ACCESS. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
11. RELOCATE EXISTING CLOCK/SPEAKER. SEE NEW FLOOR PLAN.
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. (N) QUAD RECEPTACLE AT 42" AFF (UON) FROM BOTTOM OF BOX. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. REMOVE (E) EXIT SIGN
16. REMOVE (E) IDF AND ASSOCIATED CABLES. REMOVE (E) RACEWAYS THAT HAVE BEEN ABANDONED. SEE NEW FLOOR PLAN FOR NEW IDF LOCATION.
17. (N) 2-DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUI TO THE WALL MOUNTED CONTROLS, S.A.D.
19. COORDINATE WITH DISTRICT TO REMOVE EXISTING CAMERA LOCATIONS. REMOVE CONDUIT AND CABLES AS REQUIRED.
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
22. NOT USED
23. NOT USED.
24. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT EXISTING CLOCK TO IDF.
25. (E) FIRE ALARM DEVICE TO REMAIN
26. NOT USED
27. REMOVE EXISTING FIBER BACK TO SOURCE. MAINTAIN EXISTING FIBER CONDUIT FOR REUSE.
28. IDF CABINET IS OWNER FURNISHED, CONTRACTOR INSTALLED. COORDINATE WITH DISTRICT FOR MAKE/MODEL AND ELEVATION DETAIL. PROVIDE #6 GROUND WIRE TO SINGLE POINT OF GROUNDING. SEE HUSD STANDARDS FOR ADDITIONAL REQUIREMENTS.
28. MAINTAIN EXISTING CONDUIT FOR REUSE. PULL NEW FIBER IN EXISTING CONDUIT AND EXTEND WITH NEW CONDUIT TO NEW LOCATION AS REQUIRED. MATCH EXISTING CONDUIT SIZE.
29. PROVIDE (2) 30A, 120VAC (L5-30R) DEDICATED TWISTLOCK RECEPTACLES FOR UPS. ROUTE TO CIRCUIT D1-1 AND D1-3. PROVIDE #10 WIRING. PROVIDE (2) 30A-120V CIRCUIT BREAKERS IN PANEL D1.
30. PROVIDE (1) QUAD 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO D1-5. PROVIDE #12 WIRING. UTILIZE EXISTING SPARE 20A-120V CIRCUIT BREAKER IN PANEL D1.
31. PROVIDE (1) DUPLEX 20A, 120VAC DEDICATED RECEPTACLE FOR CABINET COOLING BELOW IDF CABINET. ROUTE CIRCUIT TO D1-7. PROVIDE #12 WIRING. UTILIZE EXISTING SPARE 20A-120V CIRCUIT BREAKER IN PANEL D1.
32. ROUTE (2) 2-1/2" CONDUIT ABOVE CEILING. REMOVE AND REINSTALL CEILING TILES AS REQUIRED IN ORDER TO CONCEAL CONDUIT.
33. PROVIDE (1) 4" NON METALLIC TUBING CONCEALED. TRANSITION DOWN TO (1) 2" CONDUIT WHEN ENTERING CLASSROOM.
34. PROVIDE ACCESS HATCH OR SURFACE MOUNTED PULL BOX FOR FUTURE MAINTENANCE. COORDINATE EXACT LOCATION AND DETAILS WITH ARCHITECT.
35. EXISTING EXTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW EXTERIOR SECURITY CAMERAS TO HAV E- 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
36. EXISTING INTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW INTERIOR SECURITY CAMERAS TO HAVE- 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
37. PROVIDE NEW CAT6A CABLE TO EXISTING PA SYSTEM SPEAKERS.

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

HAYWARD HIGH SCHOOL
1633 EAST AVE
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Architect

Engineer

REGISTERED PROFESSIONAL ENGINEER GERALD GONCALES E16961 Exp 6/30/26 STATE OF CALIFORNIA

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Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
1	03/25/2024	INC 02 CCD. 001-VI
6	04/19/2024	CCD-006
ASI-05	04/30/2024	ASI-05
8	10/18/2024	CCD-008
7	10/08/2024	CCD-007
9	01/16/2025	CCD-009
10	01/27/2025	CCD-010
11	02/03/2025	REVISION 001
12	02/13/2025	CCD-012
16	03/10/2025	CCD-016
15	04/10/2025	CCD-015

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DRAWING TITLE

ELECTRICAL PLAN - BLDG D

SHEET NO. E-D-1

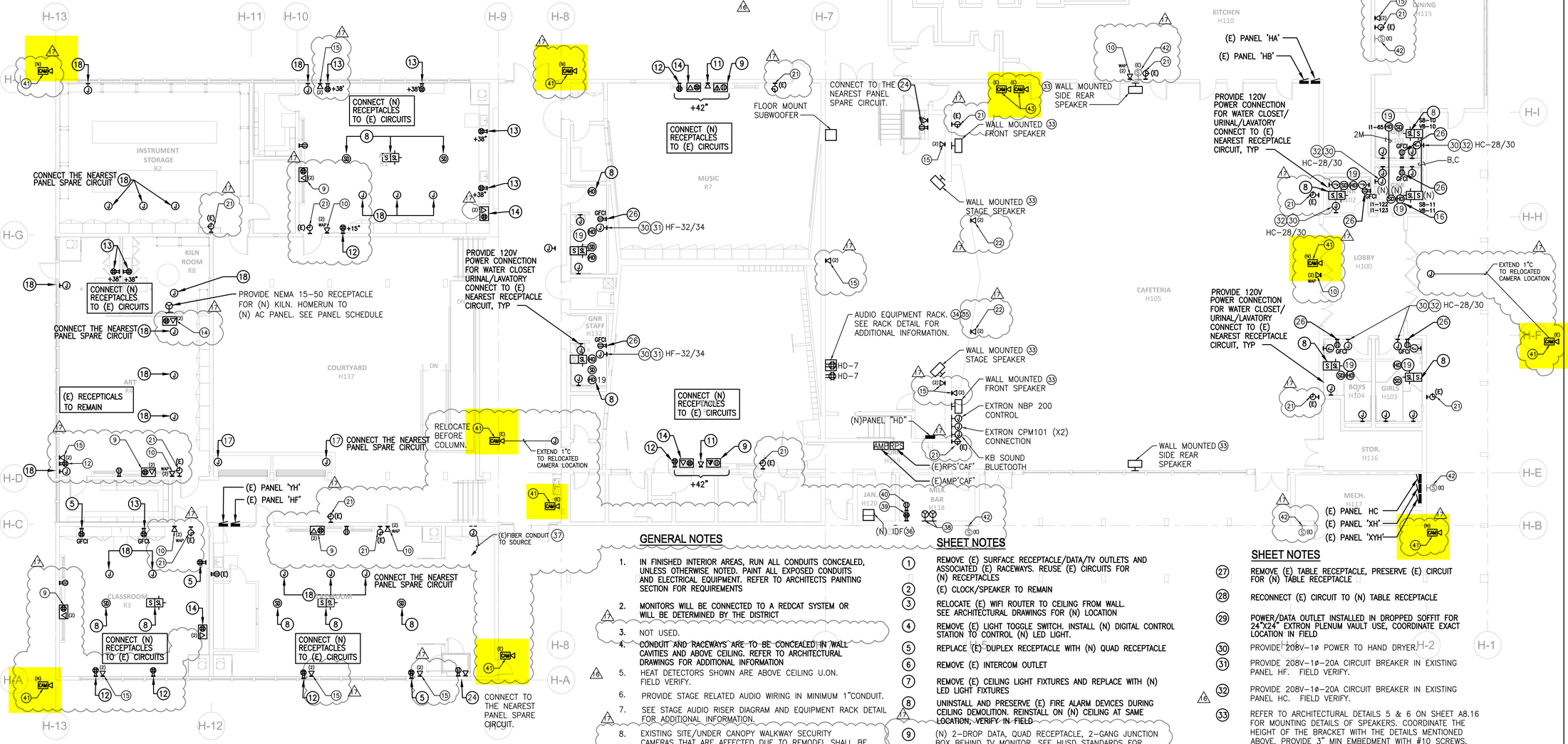
PROJECT NO.

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS



GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. NOT USED.
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION
5. HEAT DETECTORS SHOWN ARE ABOVE CEILING U.ON. FIELD VERIFY.
6. PROVIDE STAGE RELATED AUDIO WIRING IN MINIMUM 1"CONDUIT.
7. SEE STAGE AUDIO RISER DIAGRAM AND EQUIPMENT RACK DETAIL FOR ADDITIONAL INFORMATION.
8. EXISTING SITE/UNDER CANOPY WALKWAY SECURITY CAMERAS THAT ARE AFFECTED DUE TO REMODEL SHALL BE RECONNECTED WITH NEW CAT6A CABLE TO NEAREST IDF. PROVIDE NEW 1" CONDUIT AND CAT6A CABLE AS REQUIRED. CONFIRM RECONNECTION WITH DISTRICT IT PRIOR TO RECONNECTION.
9. FIELD VERIFY AND RECONNECT WITH NEW CAT6A ANY EXISTING DATA DEVICES THAT ARE TO REMAIN IN BUILDING AREAS THAT ARE OUTSIDE OF SCOPE OF WORK AND NOT SHOWN ON THE DRAWINGS. CONFIRM EACH LOCATION WITH DISTRICT PRIOR TO RECONNECTION.

SHEET NOTES

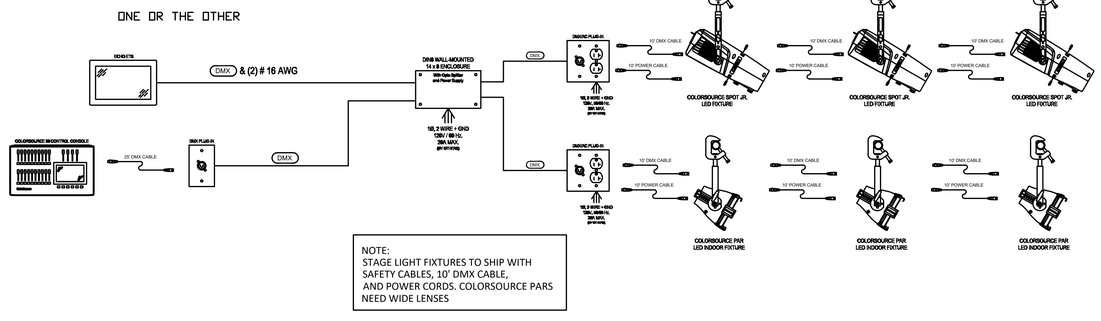
1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE (E) WIFI ROUTER TO CEILING FROM WALL. SEE ARCHITECTURAL DRAWINGS FOR (N) LOCATION
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTROL STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION; VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE, 2-GANG JUNCTION BOX BEHIND TV MONITOR. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
10. (N) 2-DROP DATA OUTLET FOR WIFI ACCESS. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
11. NOT USED.
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. (N) QUAD RECEPTACLE AT 42" AFF (UON) FROM BOTTOM OF BOX. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
15. (N) 2-DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
16. PROVIDE SMOKE DETECTOR, HEAT DETECTOR IN CEILING AND NOTIFICATION DEVICE IN NEWLY CREATED RESTROOM.
17. JUNCTION BOX POWER CONNECTION FOR MOTORIZED ROLL UP DOOR, ROUTE 1/2" CONDUIT TO THE WALL MOUNTED CONTROLS, S.A.D.
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUIT TO THE WALL MOUNTED CONTROLS, S.A.D.
19. HEAT DETECTOR IN CEILING.
20. (E) RECEPTACLE TO REMAIN
21. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT EXISTING PA/CLOCK TO IDF.
22. PROVIDE DATA AT THE UNDERSIDE OF THE STAGE.
23. POWER/DATA OUTLET INSTALLED ABOVE DROPPED CEILING FOR 24"X24" EXTRON PLENUM VAULT USE, COORDINATE EXACT LOCATION IN FIELD
24. DEDICATED POWER AND TELEPHONE OUTLET TO SERVE LIFT. COORDINATE WITH LIFT INSTALLER IN FIELD.
25. (E) FIRE ALARM DEVICE TO REMAIN
26. CONNECT (N) RECEPTACLE TO (E) CIRCUIT SERVING SPACE.

SHEET NOTES

27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. POWER/DATA OUTLET INSTALLED IN DROPPED SOFFIT FOR 24"X24" EXTRON PLENUM VAULT USE, COORDINATE EXACT LOCATION IN FIELD
30. PROVIDE 208V-1ø POWER TO HAND DRYER.
31. PROVIDE 208V-1ø-20A CIRCUIT BREAKER IN EXISTING PANEL HF. FIELD VERIFY.
32. PROVIDE 208V-1ø-20A CIRCUIT BREAKER IN EXISTING PANEL HC. FIELD VERIFY.
33. REFER TO ARCHITECTURAL DETAILS 5 & 6 ON SHEET A8.16 FOR MOUNTING DETAILS OF SPEAKERS. COORDINATE THE HEIGHT OF THE BRACKET WITH THE DETAILS MENTIONED ABOVE. PROVIDE 3" MIN EMBEDMENT WITH #10 SCREWS.
34. REFER TO ARCHITECTURAL DETAIL 20/A8.17 FOR RACK MOUNTING.
35. PROVIDE (6) WIRELESS HAND HELD MICS. PROVIDE (6) WIRELESS HEADSET MICS. PROVIDE (4) BOOM OVERHEAD MICS.
36. IDF CABINET IS OWNER FURNISHED, CONTRACTOR INSTALLED. COORDINATE WITH DISTRICT FOR MAKE/MODEL AND ELEVATION DETAIL. PROVIDE #6 GROUND WIRE TO SINGLE POINT OF GROUNDING. SEE HUSD STANDARDS FOR ADDITIONAL REQUIREMENTS.
37. MAINTAIN EXISTING CONDUIT FOR REUSE. PULL NEW FIBER IN EXISTING CONDUIT AND EXTEND WITH NEW CONDUIT TO NEW LOCATION AS REQUIRED. MATCH EXISTING CONDUIT SIZE.
38. PROVIDE (2) 30A, 120VAC (L5-30R) DEDICATED TWISTLOCK RECEPTACLES FOR UPS. ROUTE TO CIRCUIT HC-30 AND HC-28. PROVIDE #10 WIRING. PROVIDE (2) 30A-120V CIRCUIT BREAKERS IN PANEL HC.
39. PROVIDE (1) QUAD 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO HC-29. PROVIDE #12 WIRING. PROVIDE (1) 20A-120V CIRCUIT BREAKER IN PANEL HC.
40. PROVIDE (1) DUPLEX 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO HC-27. PROVIDE #12 WIRING. PROVIDE (1) 20A-120V CIRCUIT BREAKER IN PANEL HC.
41. EXISTING EXTERIOR CAMERAS TO BE RECONNECTED WITH NEW CAT6A CABLE. NEW EXTERIOR SECURITY CAMERAS TO HAVE - 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
42. PROVIDE NEW CAT6A CABLE TO EXISTING PA SYSTEM SPEAKERS.
43. COORDINATE WITH THE DISTRICT TO REMOVE (2) EXISTING CAMERAS THAT ARE NO LONGER NEEDED.

1 ELECTRICAL PLAN - BLDG H

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



2 STAGE LIGHT CONTROL DETAIL - PLATFORM H143

SCALE: N/A

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

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1633 EAST AVE
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Architect

Engineer

REGISTERED PROFESSIONAL ENGINEER GERALD GONZALES E16961 Exp. 6/30/25 ELECTRICAL STATE OF CALIFORNIA

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Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
1	03/25/2024	INC 02 CCD. 001-VI
6	04/19/2024	CCD-006
ASI-05	04/30/2024	ASI-05
8	10/18/2024	CCD-008
7	10/08/2024	CCD-007
9	01/16/2025	CCD-009
10	01/27/2025	CCD-010
11	02/03/2025	REVISION 001
12	02/13/2025	CCD-012
16	03/10/2025	CCD-016
15	04/10/2025	CCD-015
17	05/12/2025	CCD-017

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DRAWING TITLE

ELECTRICAL PLAN - BLDG H

SHEET NO. **E-H-2**

PROJECT NO. CCD-017

DATE	DRAFTER	CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

GENERAL NOTES

1

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS

2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT

3. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT

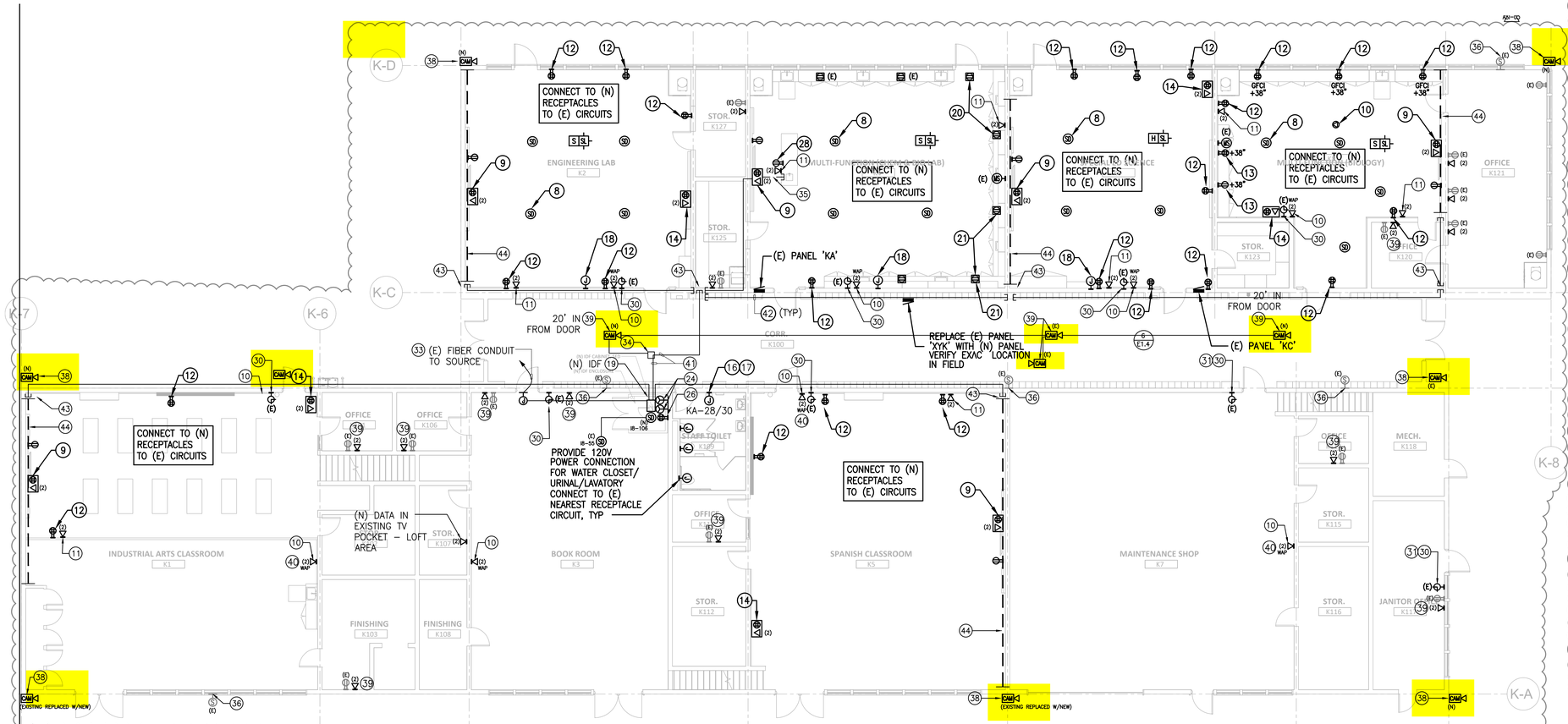
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION

5. SEE ARCHITECTURAL DETAILS AND HUSD STANDARDS FOR EXACT LOCATION AND MOUNTING HEIGHTS OF RECEPTACLES AND DATA OUTLETS.

6. EXISTING SITE/UNDER CANOPY WALKWAY SECURITY CAMERAS THAT ARE AFFECTED DUE TO REMODEL SHALL BE RECONNECTED WITH NEW CAT6A CABLE TO NEAREST IDF. PROVIDE NEW 1" CONDUIT AND CAT6A CABLE AS REQUIRED. CONFIRM RECONNECTION WITH DISTRICT IT PRIOR TO RECONNECTION.

SHEET NOTES

1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE EXISTING WAP MOUNTED ON WALL ADJACENT TO NEW SPEAKER LOCATION. UTILIZE SAME CONDUIT AS CLOCK SPEAKER WAP JUNCTION BOX. SEE NEW FLOOR PLAN.
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTROL STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE, 2-GANG JUNCTION BOX BEHIND TV MONITOR. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
10. (N) 2-DROP DATA OUTLET FOR WIFI ACCESS. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
11. (N) 2-DROP DATA OUTLET. SEE HUSD STANDARDS FOR INSTALLATION REQUIREMENTS.
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. (N) QUAD RECEPTACLE AT 42" AFF (UON) FROM BOTTOM OF BOX. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. REMOVE (E) EXIT SIGN
16. PROVIDE 208V-1ø POWER TO HAND DRYER.
17. PROVIDE 208V-1ø-20A CIRCUIT BREAKER IN EXISTING PANEL KA. FIELD VERIFY.
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2"C. TO THE WALL MOUNTED CONTROLS, S.A.D.
19. PROVIDE NEW FLOOR MOUNTED 2-POST IDF RACK, PANDUIT #R2P. COORDINATE WITH DISTRICT FOR ELEVATION DETAIL. PROVIDE GROUNDING PER HUSD STANDARDS. SEE HUSD STANDARDS FOR ADDITIONAL REQUIREMENTS.
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
23. NOT USED.
24. PROVIDE (2) 30A, 120VAC (L5-30R) DEDICATED TWISTLOCK RECEPTACLES FOR UPS. ROUTE TO NEAREST PANEL WITH SPACE FOR (2) 30A-120VAC CIRCUIT BREAKERS. PROVIDE #10 WIRING.
25. (E) FIRE ALARM DEVICE TO REMAIN
26. PROVIDE (1) QUAD 20A, 120VAC DEDICATED RECEPTACLE. ROUTE CIRCUIT TO NEAREST PANEL WITH SPACE FOR (1) 20A-120VAC CIRCUIT BREAKER. PROVIDE #10 WIRING.
27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. REMOVE (E) IDF AND ASSOCIATED CABLES. REMOVE (E) RACEWAYS THAT HAVE BEEN ABANDONED. SEE NEW FLOOR PLAN FOR NEW IDF LOCATION.
30. ROUTE (1) CAT6A CABLE BACK TO IDF AND RECONNECT EXISTING CLOCK TO IDF.
31. NOT USED.
32. REMOVE EXISTING FIBER BACK TO SOURCE. MAINTAIN EXISTING FIBER CONDUIT FOR REUSE.
33. MAINTAIN EXISTING CONDUIT FOR REUSE. PULL NEW FIBER IN EXISTING CONDUIT AND EXTEND WITH NEW CONDUIT TO NEW LOCATION AS REQUIRED. MATCH EXISTING CONDUIT SIZE.
34. NEW LOW VOLTAGE PULL CAN. SIZE PER NEC.
35. PROVIDE (1) 1-1/4" CONDUIT BELOW GRADE FROM AV1 TO DEMONSTRATION COUNTER AV3/DATA. REFERENCE HUSD STANDARDS
36. PROVIDE NEW CAT6A CABLE TO EXISTING PA SYSTEM SPEAKERS.
37. PER DISTRICT, NEW/EXISTING EXTERIOR CAMERAS – 6X6X4 RT JB WITH 15 FT OF NEW CAT6A COILED IN BOX.
38. PER DISTRICT, NEW/EXISTING INTERIOR CAMERAS – HALLWAY CENTER, 4 SQ JB WITH 4 FT OF NEW CAT6A COILED IN BOX.
39. REPLACE EXISTING DATA OUTLET WITH NEW PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
40. REPLACE EXISTING DATA TO EXISTING WAP LOCATION PER UPDATED HUSD STANDARDS. REUSE EXISTING CONDUIT WHERE AVAILABLE.
41. STUB NEW SURFACE MOUNTED (2) 2-1/2" CONDUIT FROM IDF INTO WALL AS SHOWN AND CONCEAL.
42. PROVIDE (1) 4" NON METALLIC TUBING CONCEALED. TRANSITION TO SURFACE RACEWAY WHEN ENTERING CLASSROOM. COORDINATE ACCESS HATCH WITH ARCHITECT.
43. PROVIDE ACCESS HATCH FOR FUTURE MAINTENANCE. COORDINATE EXACT LOCATION AND DETAILS WITH ARCHITECT.
44. PROVIDE PANDUIT T-70 SURFACE RACEWAY. INSTALL ABOVE THE (N) GYP. BOARD. COORDINATE WITH ARCHITECTURAL DETAILS.



2 ELECTRICAL PLAN - BLDG K
SCALE: 1/8"=1'-0"

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 01-120001 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☐
DATE: 05/07/2024

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

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HAYWARD, CA 94541

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Engineer

REGISTERED PROFESSIONAL ENGINEER GERALD GONCALES E16961 Exp.6/30/25 STATE OF CALIFORNIA

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Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
1	03/25/2024	INC 02 CCD. 001-VI
ASI-06	04/19/2024	ASI-06
ASI-05	04/30/2024	ASI-05

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DRAWING TITLE

ELECTRICAL PLAN - BLDG K

SHEET NO. E-K-1

PROJECT NO.

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED

H.U.S.D. PROJECT NO.

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS



BUILDING J - FLOOR FINISH PLAN | SCALE 1/8" = 1'-0" | 1

SHEET NOTES

1. ALL ELEMENTS DEPICTED IN PLANS CONVEY THE DESIGN INTENT. GENERAL CONTRACTOR TO REMOVE (E) FLOORING & ASSEMBLY AS NEEDED TO PREPARE FOR NEW WORK SHOWN IN FINISH PLANS AND MATERIALS LEGEND. OTHER ELEMENTS NOT SPECIFIED MAY BE PART OF DEMOLITION SCOPE SINCE IT IS UNFORSEEN AND ARE NECESSARY TO DEMOLISH TO COMPLETE THE NEW CONSTRUCTION ELEMENTS.
2. GENERAL CONTRACTOR SHALL VERIFY IN FIELD EXISTING CONDITIONS AND COORDINATE WITH SUBCONTRACTORS AND OTHER TRADES TO PREPARE FOR NEW WORK.
3. PROVIDE NEW 6" RUBBER WALL BASE AT EACH CLASSROOM AND AREA OF WORK THROUGHOUT THE PERIMETER OF THE SPACE INCLUDING CASEWORK INTERRUPTIONS , REMOVE EXISTING AS NEEDED, SEE MATERIALS LEGEND FOR WALL BASE TYPE, SAD,TYP.
4. PROVIDE NEW 6" EPOXY COVE WALL BASE THROUGHOUT EACH RESTROOM, WET AREA, AND THE BOYS AND GIRLS LOCKER ROOM, PROVIDE NEW WALL COVERINGS, SEE ELEVATIONS.
5. SEE FINISH PLANS, MATERIALS LEGEND, AND FINISH SCHEDULE FOR NEW FINISH FLOORING WORK, COORDINATE ANY DISCREPANCIES WITH ARCHITECT, SAD, TYP.
6. CONTRACTORS SHALL PATCH/ REPAIR/ INFILL /SMOOTH ANY EXISTING CONCRETE FLOOR CRACKS PRIOR OF INSTALL NEW FLOOR.
7. PROVIDE LEVELED CONCRETE FLOOR AT EACH CLASSROOM TO PREPARE FOR NEW FLOORING, SEE BUILDING H KILN ROOM. IF ANY FLOORS ARE NOT LEVELED, THEN INFILL WITH CONCRETE AS NEEDED TO PROVIDE A LEVEL SMOOTH FINISH TO PREP FOR NEW FINISH FLOOR.
8. PROVIDE FINISH FLOOR WOOD PATTERN TO BE ORTHOGONAL AND IN DIRECTION OF TEACHING WALL, SEE MANUFACTURER RECOMMENDATIONS FOR LAYOUT INSTALLATIONS, COORDINATE WITH ARCHITECT FOR DISCREPANCIES, SAD, TYP.

2019 CAL GREEN MANDATORY MEASURES:

1. FINISH MATERIALS SHALL COMPLY WITH SECTIONS 5.504.4.1 THROUGH 5.504.4.4.
2. ADHESIVES, SEALANTS, AND CAULKS USED ON THE PROJECT SHALL MEET THE REQUIREMENTS OF THE FOLLOWING STANDARDS IDENTIFIED IN SECTION 5.504.4.1 AND TABLES 5.504.4.1 AND 5.504.4.2.
3. ARCHITECTURAL PAINTINGS AND COATINGS SHALL COMPLY WITH TABLE 5.504.4.3 UNLESS MORE STRINGENT LOCAL LIMITS APPLY.
4. AEROSOL PAINTS AND COATINGS SHALL MEET THE PRODUCT-WEIGHTED MIR LIMITS FOR ROC IN SECTION 94588(a)(3) AND OTHER REQUIREMENTS, INCLUDING PROHIBITIONS ON USE OF CERTAIN TOXIC COMPOUNDS AND OZONE DEPLETING SUBSTANCES (CCR, TITLE 17, SEC. 94520 ET SEQ).
5. ALL CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE TESTING AND PRODUCT REQUIREMENTS OF ONE OF TEH STANDARDS LISTED IN 5.504.4.4.
6. ALL CARPET CUSHION INSTALLED IN THE BUILDING INTERIOR SHALL MEET THE REQUIREMENTS OF THE CARPET AND RUG INSTITUTE GREEN LABEL PROGRAM.
7. ALL CARPET ADHESIVE SHALL MEET THE REQUIREMENTS OF TABLE 5.504.4.1.

FLOOR MATERIALS LEGEND

FLOORING:

LVT 1
TBD
BY SHAW CONTRACT OR APPROVED EQUAL

LVT 2
TBD
BY SHAW CONTACT OR APPROVED EQUAL

LVT 3
COLOR TBD
BY MARMOLUEM OR APPROVED EQUAL

LVT 4
TBD
MANNINGTON/SHAW CONTRACT

CPT-01
CARPET BY SHAW CONTACT OR APPROVED EQUAL

NOT IN CONTRACT

EPOXY 1
COLOR - LIGHT GRAY (FIELD CONDITION)

EPOXY 2
COLOR - DARK GRAY (ACCENT BORDER)

WOOD 1
EXISTING FLOORING SAND AND REFINISH

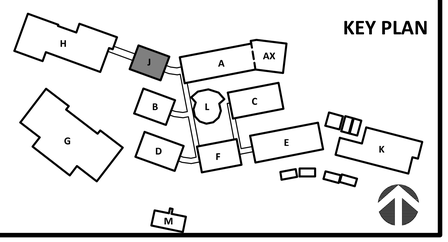
PT 1
COLORS WILL BE COORDINATED WITH THE PROPOSED COLORS FOR THE INTERIOR CORRIDORS

RB-1
NO TOE RUBBER WALL BASE A08 BY ALLSTATE OR EQUAL

KEYNOTES

A297.1	DOOR THRESHOLD, SEE DETAIL 12/A8.5

KEY PLAN



Approvals

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 01-120001 INC: 2
REVIEWED FOR
SS ☐ FLS ☐ ACS ☐
DATE: 8/18/2023

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LICENSED ARCHITECT
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Consultants

Project Name

HAYWARD HIGH SCHOOL MODERNIZATION INCREMENT 2

No.	Date	Revisions
INC 02-1	09/23/2022	INC 02_DWG_V1
INC 02-2	05/01/2023	INC 02_DWG_V2
INC 02-3	07/17/2023	INC 02_DWG_V3

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DRAWING TITLE

BUILDING J - FINISH PLAN

SHEET NO.	PROJECT NO.
A2.6.1-J	21010.04

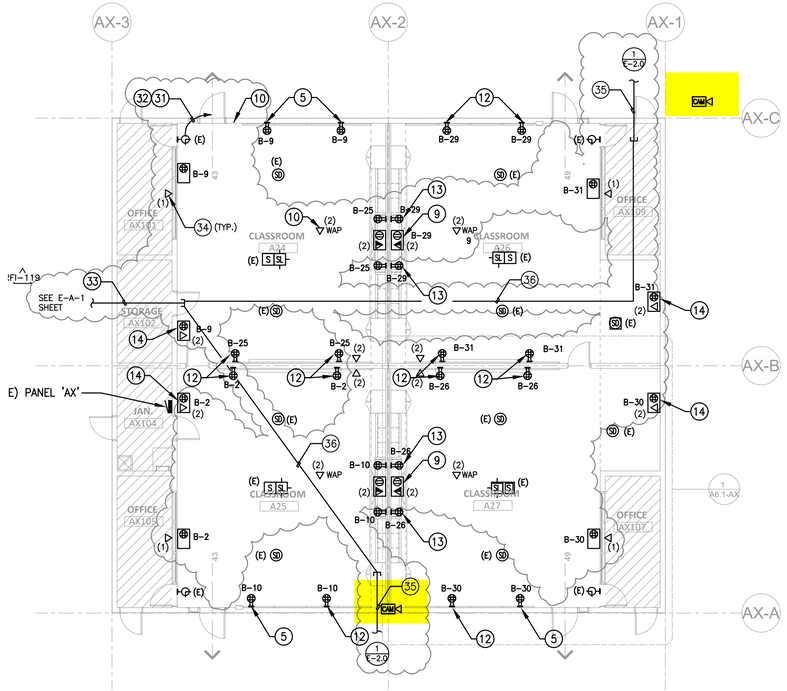
DATE	DRAFTER	CHECKED BY
09/23/2022	YZ/HF/AS	GO / HG

SCALE:	H.U.S.D. PROJECT NO.
AS NOTED	167

HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS

CONNECT TO (E) LIGHTING CIRCUIT.

AX-1 AX-3 AX-2 AX-1



2 ELECTRICAL PLAN - BLDG AX
SCALE: 1/8"=1'-0"

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION

SHEET NOTES

1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE (E) WIFI ROUTER TO CEILING FROM WALL. SEE ARCHITECTURAL DRAWINGS FOR (N) LOCATION
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTROL STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE BEHIND TV MONITOR, VERIFY EXACT LOCATION IN FIELD. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION — RFI-119
10. (N) 2-DROP DATA OUTLET ON CEILING FOR WIFI ACCESS. S.A.D.
11. (N) 1-DROP DATA OUTLET AT 42" AFF FOR TEACHER CENTERED BELOW TV MONITOR. COORDINATED WITH TRIG-ROUP AND THE SCHOOL FOR INSTALLATION
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. (N) QUAD RECEPTACLE AT 42" AFF FROM BOTTOM OF BOX (ABOVE COUNTER). COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. (E) EXIT SIGN TO REMAIN
16. (E) EXIT SIGN ABOVE DOOR, PROTECT DURING CONSTRUCTION
17. NOT USED
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUIT TO THE WALL MOUNTED CONTROLS, S.A.D.
19. NOT USED
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
23. POWER/DATA OUTLET INSTALLED ABOVE DROPPED CEILING FOR 24"X24" EXTRON PLENUM VAULT USE, COORDINATE EXACT LOCATION IN FIELD
24. NOT USED
25. (E) FIRE ALARM DEVICE TO REMAIN
26. NOT USED
27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. POWER/DATA OUTLET INSTALLED IN DROPPED SOFFIT FOR 24"X24" EXTRON PLENUM VAULT USE, COORDINATE EXACT LOCATION IN FIELD
30. NOT USED
31. ROUTE 16/4 CABLE TO TV. COORDINATE WITH IT REPRESENTATIVE FOR EXACT REQUIREMENTS.
32. ROUTE (1) CAT 6A CABLE BACK TO IDF TO RECONNECT EXISTING CLOCK TO NEW IDF LOCATION.
33. PROVIDE (2) 2½"C FOR LOW VOLTAGE.
34. PROVIDE NEW (1) DATA DROP FOR TEACHERS OFFICE. COORDINATE LOCATION TO BE NEXT TO EXISTING RECEPTACLE IN TEACHERS OFFICE. FIELD VERIFY.
35. STUB CONDUIT INTO THE CEILING SPACE.
36. LOW VOLTAGE CAT6A CONDUIT/CABLE ROUTE. ACCEPTABLE TO ROUTE CABLE IN FREE AIR WHERE DISTRICT APPROVES.

RFI-119

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

HAYWARD HIGH SCHOOL
1633 EAST AVE
HAYWARD, CA 94541

Architect | Engineer

Architect

SIM ARCHITECTS
Architecture Planning Interiors
3675 Mt Diablo Blvd. Suite 310
Lafayette, CA 94549
(415) 362-8081 (415) 362-8082 fax

Consultants

BELDEN CONSULTING ENGINEERS
4457 Willow Road, Suite 100
Pleasanton, California 94588
phone: (925) 621-1300 fax: (925) 203-5758
belden@beldeninc.com
22213/GG

Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
RFI-119	09-07-2023	RFI-119

THIS SHEET IS PART OF A COMPLETE DOCUMENT SET. IT SHALL BE USED IN CONJUNCTION WITH THE COMPLETE SET AND NOT AS AN INDIVIDUAL SHEET. THIS SHEET SHALL NOT BE USED FOR CONSTRUCTION UNLESS THE ARCHITECT'S STAMP AND SIGNATURE IS AFFIXED AND HAVE BEEN RELEASED FOR CONSTRUCTION.

DRAWING TITLE

ELECTRICAL, LIGHTING & AV PLAN - BLDG AX

SHEET NO. **E-AX-1** | PROJECT NO.

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED | H.U.S.D. PROJECT NO.

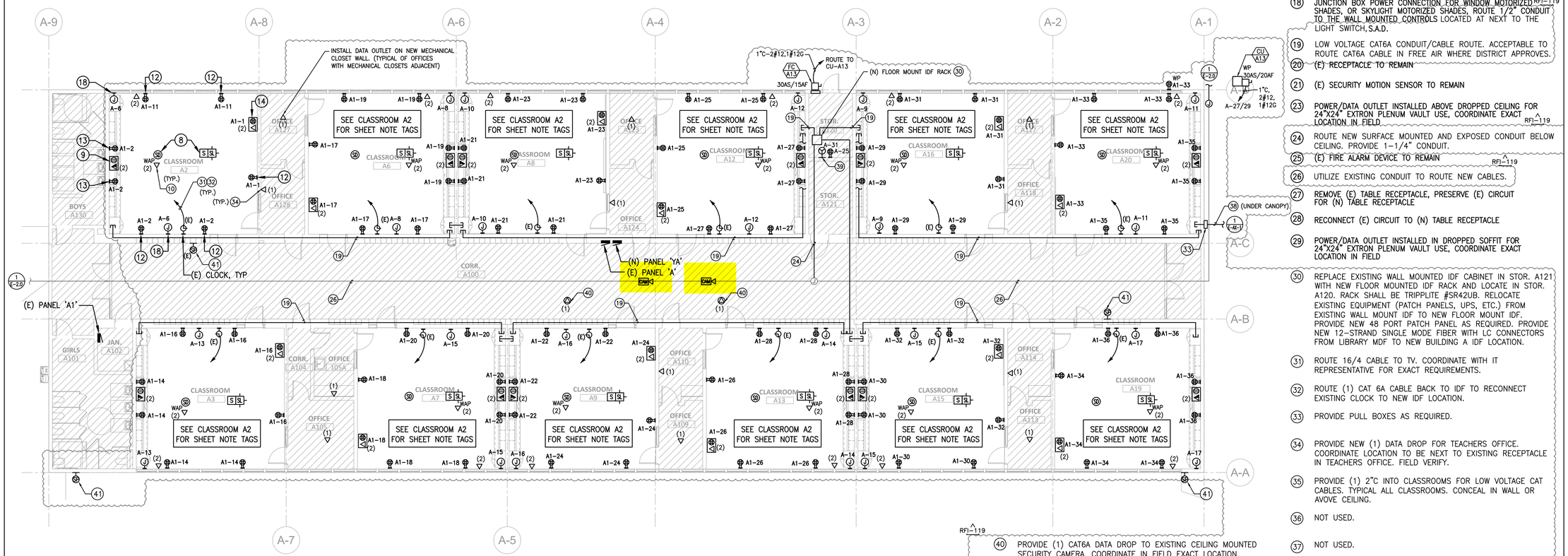
HAYWARD HIGH SCHOOL AS BUILTS - CAMERA LOCATIONS

GENERAL NOTES

1. IN FINISHED INTERIOR AREAS, RUN ALL CONDUITS CONCEALED, UNLESS OTHERWISE NOTED. PAINT ALL EXPOSED CONDUITS AND ELECTRICAL EQUIPMENT. REFER TO ARCHITECTS PAINTING SECTION FOR REQUIREMENTS
2. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
3. MONITORS WILL BE CONNECTED TO A REDCAT SYSTEM OR WILL BE DETERMINED BY THE DISTRICT
4. CONDUIT AND RACEWAYS ARE TO BE CONCEALED IN WALL CAVITIES AND ABOVE CEILING. REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL INFORMATION

SHEET NOTES

1. REMOVE (E) SURFACE RECEPTACLE/DATA/TV OUTLETS AND ASSOCIATED (E) RACEWAYS. REUSE (E) CIRCUITS FOR (N) RECEPTACLES
2. (E) CLOCK/SPEAKER TO REMAIN
3. RELOCATE (E) WIFI ROUTER TO CEILING FROM WALL. SEE ARCHITECTURAL DRAWINGS FOR (N) LOCATION
4. REMOVE (E) LIGHT TOGGLE SWITCH. INSTALL (N) DIGITAL CONTROL STATION TO CONTROL (N) LED LIGHT.
5. REPLACE (E) DUPLEX RECEPTACLE WITH (N) QUAD RECEPTACLE
6. REMOVE (E) INTERCOM OUTLET
7. REMOVE (E) CEILING LIGHT FIXTURES AND REPLACE WITH (N) LED LIGHT FIXTURES
8. UNINSTALL AND PRESERVE (E) FIRE ALARM DEVICES DURING CEILING DEMOLITION. REINSTALL ON (N) CEILING AT SAME LOCATION, VERIFY IN FIELD
9. (N) 2-DROP DATA, QUAD RECEPTACLE BEHIND TV MONITOR, VERIFY EXACT LOCATION IN FIELD. COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION — RFI-119
10. (N) 2-DROP DATA OUTLET ON CEILING FOR WIFI ACCESS. S.A.D.
11. (N) 1-DROP DATA OUTLET AT 42" AFF FOR TEACHER CENTERED BELOW TV MONITOR. COORDINATED WITH TRIG-ROUP AND THE SCHOOL FOR INSTALLATION
12. (N) QUAD RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
13. (N) QUAD RECEPTACLE AT 42" AFF FROM BOTTOM OF BOX (ABOVE COUNTER). COORDINATED WITH TRI-GROUP AND THE SCHOOL FOR INSTALLATION
14. (N) 2-DROP DATA OUTLET/DUPLEX RECEPTACLE AT 15" AFF FROM BOTTOM OF BOX, UON
15. (E) EXIT SIGN TO REMAIN
16. (E) EXIT SIGN ABOVE DOOR, PROTECT DURING CONSTRUCTION
17. NOT USED
18. JUNCTION BOX POWER CONNECTION FOR WINDOW MOTORIZED SHADES, OR SKYLIGHT MOTORIZED SHADES, ROUTE 1/2" CONDUIT TO THE WALL MOUNTED CONTROLS LOCATED AT NEXT TO THE LIGHT SWITCH, S.A.D. — RFI-119
19. LOW VOLTAGE CAT6A CONDUIT/CABLE ROUTE. ACCEPTABLE TO ROUTE CAT6A CABLE IN FREE AIR WHERE DISTRICT APPROVES.
20. (E) RECEPTACLE TO REMAIN
21. (E) SECURITY MOTION SENSOR TO REMAIN
23. POWER/DATA OUTLET INSTALLED ABOVE DROPPED CEILING FOR 24"X24" EXTRON PLENUM VAULT USE, COORDINATE EXACT LOCATION IN FIELD — RFI-119
24. ROUTE NEW SURFACE MOUNTED AND EXPOSED CONDUIT BELOW CEILING. PROVIDE 1-1/4" CONDUIT.
25. (E) FIRE ALARM DEVICE TO REMAIN — RFI-119
26. UTILIZE EXISTING CONDUIT TO ROUTE NEW CABLES.
27. REMOVE (E) TABLE RECEPTACLE, PRESERVE (E) CIRCUIT FOR (N) TABLE RECEPTACLE
28. RECONNECT (E) CIRCUIT TO (N) TABLE RECEPTACLE
29. POWER/DATA OUTLET INSTALLED IN DROPPED SOFFIT FOR 24"X24" EXTRON PLENUM VAULT USE, COORDINATE EXACT LOCATION IN FIELD
30. REPLACE EXISTING WALL MOUNTED IDF CABINET IN STOR. A121 WITH NEW FLOOR MOUNTED IDF RACK AND LOCATE IN STOR. A120. RACK SHALL BE TRIPPLITE #SR42UB. RELOCATE EXISTING EQUIPMENT (PATCH PANELS, UPS, ETC.) FROM EXISTING WALL MOUNT IDF TO NEW FLOOR MOUNT IDF. PROVIDE NEW 48 PORT PATCH PANEL AS REQUIRED. PROVIDE NEW 12-STRAND SINGLE MODE FIBER WITH LC CONNECTORS FROM LIBRARY MDF TO NEW BUILDING A IDF LOCATION.
31. ROUTE 16/4 CABLE TO TV. COORDINATE WITH IT REPRESENTATIVE FOR EXACT REQUIREMENTS.
32. ROUTE (1) CAT 6A CABLE BACK TO IDF TO RECONNECT EXISTING CLOCK TO NEW IDF LOCATION.
33. PROVIDE PULL BOXES AS REQUIRED.
34. PROVIDE NEW (1) DATA DROP FOR TEACHERS OFFICE. COORDINATE LOCATION TO BE NEXT TO EXISTING RECEPTACLE IN TEACHERS OFFICE. FIELD VERIFY.
35. PROVIDE (1) 2"C INTO CLASSROOMS FOR LOW VOLTAGE CAT CABLES. TYPICAL ALL CLASSROOMS. CONCEAL IN WALL OR AVOVE CEILING.
36. NOT USED.
37. NOT USED.
38. PROVIDE (2) 2½"C FOR LOW VOLTAGE.
39. PROVIDE DEDICATED 30AMP TWIST LOCK FOR UPS SYSTEM. PROVIDE L5-30R RECEPTACLE.
40. PROVIDE (1) CAT6A DATA DROP TO EXISTING CEILING MOUNTED SECURITY CAMERA. COORDINATE IN FIELD EXACT LOCATION. REUSE EXISTING CONDUIT. — RFI-119
41. PROVIDE (1) CAT6A DATA DROP TO EXISITNG WALL MOUNT SPEAKER. COORDINATE IN FIELD EXACT LOCATION. REUSE EXISTING CONDUIT.



2 ELECTRICAL PLAN - BLDG A

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

Approvals

HAYWARD UNIFIED SCHOOL DISTRICT

School Name and Address

HAYWARD HIGH SCHOOL
1633 EAST AVE
HAYWARD, CA 94541

Architect | Engineer

Architect

SIM ARCHITECTS

Architecture Planning Interiors
3675 Mt Diablo Blvd. Suite 310
Lafayette, CA 94549
(415) 362-8081 (415) 362-8082 fax

Consultants

BELDEN CONSULTING ENGINEERS
4457 Willow Road, Suite 100
Pleasanton, California 94588
phone: (925) 431-5300 fax: (925) 203-5758
belden@beldeninc.com
22213/GG

Project Name

HAYWARD HIGH SCHOOL MODERNIZATION

No.	Date	Revisions
RFI-119	09-07-2023	RFI-119

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DRAWING TITLE

ELECTRICAL PLAN - BLDG A

SHEET NO. **E-A-1** | PROJECT NO.

DATE | DRAFTER | CHECKED BY

SCALE: AS NOTED | H.U.S.D. PROJECT NO.

Attachment 9

DESIGN BUILD CONTRACT FORM

CONTRACT FOR DESIGN AND CONSTRUCTION
FOR AN EMPLOYEE HOUSING PROJECT
(EDUCATION CODE § 17250.60 ET SEQ.)

This Contract for Design and Construction (Education Code § 17250.60 et seq) ("**Contract**") is entered into and effective on _____, 2026, by and between **Hayward Unified School District** ("**District**"), and _____ ("**Designer/Builder**") (individually as a "**Party**" or collectively as the "**Parties**").

RECITALS

WHEREAS, the scope of the Project is for the design (preparation of plans and specifications), construction, installation, programming, field testing, training, and commissioning for an employee (workforce) housing development to provide District employee housing at _____ [Site], as more detailed in this Contract ("**Project**"); and

WHEREAS, on or about ____ 2026, the District issued a Request for Qualifications to design and construct the Project, as authorized by Education Code section 17250.60 et. seq. (the "**RFQ**"); and

WHEREAS, on or about ____ 2026, the District issued a Request for Proposals to firms the District qualified in response to the RFQ; and

WHEREAS, the District's governing board ("**Board**") evaluated the traditional design, bid, and build process of District facility construction and the design-build process in a public meeting and made written findings that use of the design-build process for the Project will accomplish the reduction of comparable project costs, and/or expedite the Project's completion, and/or provide features not achievable through the traditional design-bid-build method; and

WHEREAS, the Board determined that it is in the best interest of the District to enter into this design-build contract for the Project; and

WHEREAS, the Board further authorized the District to enter into a design-build contract with a design-build entity that is able to provide appropriately licensed contracting and engineering services to design and construct the Project based on the Project's criteria, including but not limited to, the design criteria documents provided by the District to Designer/Builder in the RFQ/P and which are incorporated herein by reference as though fully set forth herein ("**Design Criteria Documents**"); and

WHEREAS, based on the District's review and evaluation of the proposal submitted by Designer/Builder, and subsequent negotiations by and between the District and Designer/Builder, the District determined that Designer/Builder is the firm offering the best value to the District for the Project; and

WHEREAS, District desires that Designer/Builder design and construct, and Designer/Builder desires to design and construct the Project including, without limitation, **Exhibit A**, attached hereto ("**Services**" or "**Work**"), for the Contract Price and within the Project Schedule; and

WHEREAS, the Designer/Builder certifies and warrants that it has the experience, expertise, capability, training, and any certification(s) and/or license(s) necessary to design and construct the Project based on the Project criteria furnished to the Designer/Builder during the Designer/Builder selection process, including but not limited to the Design Criteria Documents, and for the Contract Price and within the Project Schedule indicated in this Contract, and that, if it is not sufficiently licensed to design any portion of the Work as required by applicable law, Designer/Builder shall directly hire a consultant with sufficient licensure to design that portion of the Work.

NOW THEREFORE, for and in consideration of the mutual covenants herein contained, the Parties hereto agree as follows:

Form of Agreement

AGREEMENT

1. **Contract Price.** The Designer/Builder shall furnish the Work described in **Exhibit A** to the District for a total price **not to exceed the amounts indicated below** ("**Contract Price**") as more specifically indicated in **Exhibit C.** The Contract Price shall be separated by compensation for Work performed in each Phase (as defined below) as indicated below. No part of the Contract Price shall be due or owing, and the Designer/Builder shall have no right to any amount of the Contract Price, unless (i) the Contract Price has been adjusted by an amendment if necessary, and (ii) the District specifically authorized the Designer/Builder to perform that scope of that Work by a notice to proceed ("**NTP**" or "**Notice to Proceed**"). The Contract Price is broken down by phase as follows:

Phase		**Total of Phase**
Design Phase	This amount is a not-to-exceed fee to perform the Services for this Phase for the Site indicated herein.	**$_____**
Construction Phase Designer/Builder will construct the Project, or portion thereof, after completion of the following steps: ● The Project, or portion thereof, is sufficiently designed; and ● The District authorizes Designer/Builder to procure all the Work to construct the Project, or portion thereof, (including self-performed Work and the Work of all Subcontractors) in accordance with the Subcontractor Procurement Process as indicated in **Exhibit F,** the Construction Services pricing below, and applicable laws; and ● The District approves the Final Pricing, issues the Construction Amendment(s), and issues NTP(s) for the Construction Phase. Once authorized, Construction Phase Work shall be: ● Paid monthly at 95% of work completed pursuant to payment provisions herein; and ● 5% paid within sixty days of Project Completion **Construction Services Pricing.** The charges set forth below are the only amounts Designer/Builder is permitted to charge for the Construction Services, in addition to the Direct Costs of Construction.		**Not Yet Authorized**
Item		**% of the Direct Costs of Construction (Only When Authorized)**
General Requirements / General Conditions		_____%
Bonds & Insurance		_____%
Builders' Risk Insurance		_____%
Mark-Up on Subcontractor Work (includes all fees, administrative costs, overhead, profit, etc.)		_____%
Mark-Up on Self-Performed Work, if permitted per the requirements of **Exhibit F** (includes all fees, administrative costs, overhead, profit, etc.)		_____%
Contingency		_____%

Form of Agreement

1.1. The Parties expressly agree and acknowledge that Designer/Builder shall perform this Project in Phases or Stages and that the Designer/Builder shall only perform the work of each Phase or Stage if and when the District issues a Notice to Proceed for that Phase or Stage. The District will authorize the Phases or Stages not authorized as of the Effective Date via an NTP and amendment to the Contract and compensate for those Phases or Stages as indicated herein above.

2. **The Work.** Payment of the above Contract Price shall be Designer/Builder's total compensation to perform all Work for the Project pursuant to the requirements of the Contract Documents, including, without limitation, **Exhibit A** and the Terms and Conditions. The Work has a design phase and construction phase as follows:

2.1. Design. Designer/Builder shall design a comprehensive plan, including final plans and specifications, to construct, install, program, field test, train, and commission the Project at the following District site(s):

District Site	Address
_____ Site	_____ Street, Hayward, CA _____

("**Site(s)**"). The Designer/Builder shall perform this scope of work based on the Design Criteria Documents provided to Designer/Builder during the Designer/Builder selection process, which are incorporated herein by this reference. The Early Design Phase, Schematic Design Phase, Design Development Phase, 50% Construction Documents Phase and 100% Construction Documents Phase as further described in **Exhibit A** may be referred to collectively as the "**Design Phase Services**" or the "**Design Phase.**"

2.2. **Build.** Designer/Builder shall construct (including all required demolition), install, program, field test, train, and commission the Project at the Site, including incorporating and ensuring compatibility of all appurtenant and necessary components for a complete and fully operational building. Designer/Builder shall also train District staff on the operation and maintenance of the Project. All the work of the Project shall be based on the plans prepared by the Designer/Builder that are to be reviewed by the District and, if required, approved by the AHJ. The installation, construction, and commissioning of the Work at the Site through Project Completion shall be referred to as "**Construction Phase Services**" or "**Construction Phase**."

3. **Contract Time / Project Schedule.** Designer/Builder shall perform the Work in phases as identified in **Exhibit B** with the Contract Price payable in each phase consistent with the requirements of the Contract, including, without limitation, the Terms and Conditions. Work for the Project and each milestone shall be completed within the time specified in **Exhibit B** attached hereto ("**Project Schedule**") from the date specified in the District's Notice(s) to Proceed (as defined below), as applicable to the Project or milestone. The time for the performance of the Work, or portion thereof, shall be the "**Contract Time**," which shall only be adjusted consistent with the terms of the Contract Documents**.**

4. **Notice(s) to Proceed (NTP(s)).** The District will issue one or more notice(s) to proceed ("**Notice(s) to Proceed**" or "**NTP**"), if applicable, for each stage, phase or a portion of each phase or stage of the Project, at which time Designer/Builder shall proceed with the Work. The Parties specifically acknowledge that any Work which requires AHJ approval shall not commence until AHJ approval and has been obtained. Designer/Builder shall only be authorized to perform Work as indicated in the particular Notice to Proceed. Designer/Builder shall not be entitled to compensation for Work on any stage, Phase, or a portion thereof, that is not yet authorized by an NTP. The time to complete the Work authorized by a particular Notice to Proceed shall be as indicated in the Notice to Proceed. The District will issue a Notice to Proceed for the Design Phase Services, and a Notice(s) to Proceed for Construction Phase Services.

5. **Liquidated Damages.** Time is of the essence for all Work to be performed. It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that District will

Form of Agreement

sustain in the event of and by reason of Designer/Builder's delay; therefore, pursuant to Government Code section 53069.85 and Public Contract Code section 7203, Designer/Builder shall forfeit and pay to District _____ dollars ($_____) as liquidated damages ("**Liquidated Damages**") for each and every day's delay beyond the Contract Time to complete all the Work.

Initials: **District _____** **Designer/Builder _____**

6. **Insurance/Bonds.**

6.1. The Designer/Builder shall not commence any Work under this Contract until the Designer/Builder has submitted and the District has approved the endorsement(s) of insurance required under the Terms and Conditions to this Contract and the District has issued a Notice to Proceed.

6.2. The Designer/Builder shall not perform any Work during Construction Phase Services until the Designer/Builder has submitted and the District has approved the performance bond and the payment (labor and material) bond(s). If the Contract Price is adjusted during the performance of Construction Phase Services, Designer/Builder shall submit updated bonds in the amount equal to the adjusted Contract Price.

6.3. The Construction Phase of the Project shall not commence until the District's Board provides Designer/Builder with a specific notice to proceed authorizing construction activity. In the event District does not issue such a Notice to Proceed authorizing construction activity and instead issues a notice of suspension or notice of termination, District will pay for Designer/Builder's undisputed and documented design and/or planning services rendered to the date of that notice.

7. **Terms and Conditions.** This Contract incorporates by this reference the Terms and Conditions attached hereto. The Designer/Builder, by executing this Contract, agrees to comply with all the Terms and Conditions herein.

8. **Inspector.** Designer/Builder hereby acknowledges that Project Inspector(s) ("**Inspector**" or "**IOR**"), to the extent applicable, have authority to approve and/or stop Work if the Designer/Builder's Work does not comply with the requirements of the Contract, or all applicable laws. The Designer/Builder shall be liable for any delay caused and extra work required by its non-compliant Work. Designer/Builder shall not be liable for delay to the extent caused by the District.

9. **Construction Management.** Designer/Builder recognizes that the District reserves the right to obtain the services of a construction manager for this Project. The construction manager, if any, would be authorized to give Designer/Builder Services authorizations, and issue written approvals and Notices to Proceed on behalf of District. The District reserves the right to designate a different construction manager at any time. The District shall provide forty-eight (48) hours' notice to Designer/Builder if District designates a different construction manager. Any task, including, but not limited to, reviews or approvals that the District may perform pursuant to this Contract may be performed by the construction manager, unless that task indicates it shall be performed by the District's Board.

10. **Key Personnel.** The following individuals are the Designer/Builder's key personnel:

Project Manager	_____
	_____
	_____
	_____

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10.1. Key personnel, shall not be replaced unless approved by the District as provided herein and such approval shall not be unreasonably withheld or delayed.

11. **Guarantee.** Unless otherwise indicated herein for a longer period of time, the Designer/Builder shall guarantee all labor and material used in the performance of this Contract for a period of one (1) year from the date of the District's written approval of the Work.

12. **Classification of Designer/Builder's License.** Designer/Builder hereby acknowledges that it **currently holds a valid Type _____ Contractor's license(s)** issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents as well as a current California engineering license.

13. **Authority of Designer/Builder's Representative.** Designer/Builder hereby certifies that its legal representative(s) on the Project and the person(s) it employs on the Project at or above the level of Project superintendent, each have the authority to legally bind the Designer/Builder.

14. The Contract includes only the following documents which are incorporated herein by this reference ("**Contract Documents**"):

_X_	Terms and Conditions to Contract	_X_	**Exhibit A** (Scope of Work)
_X_	Certifications to be Completed by Designer/Builder	_X_	**Exhibit B** (Project Schedule)
_X_	DVBE Certification	_X_	**Exhibit C** (Detailed Project Cost Values and Other Pricing Components)
_X_	Criminal Background Investigation Certification	_X_	**Exhibit D** (District's Rules and Regulations)
_X_	Performance Bond (District's Form)	_X_	**Exhibit E** (List of Plans and Specifications)
_X_	Payment Bond (District's Form)	_X_	**Exhibit F** (Subcontractor Procurement Process)
_X_	Insurance Certificates and Endorsements		

15. **Integration/ Modification.** The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of this Contract. This Contract supersedes all previous contracts, agreements, and/or communications, both oral and written, and constitutes the entire understanding of the District and Designer/Builder. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of this Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, approved by the District's governing Board, signed by both Parties, and unless provided otherwise by the Contract Documents.

16. **Certification.** By signing the Contract, the Parties certify, under penalty of perjury, that all the information provided in the Contract is true, complete, and correct, to the best of its knowledge at the time it signs the Contract. If, at any time after signing the Contract, it becomes known that the information provided in the Contract is no longer true, complete, and correct, each Party shall have a duty to provide the updated or differing information.

17. **Notice.** Any notice required or permitted to be given under this Contract shall be deemed to have been given, served, and received if given in writing and either personally delivered or sent by overnight delivery service addressed as follows:

District	**Designer/Builder**
Hayward Unified School District	_____

Form of Agreement

24411 Amador Street
Hayward, CA 94544
ATTN: _____

_____
_____ , CA ____
ATTN: _____

With a copy to:
Orbach Huff & Henderson LLP
6200 Stoneridge Mall Rd., Suite 225
Pleasanton, CA 94588
ATTN: Glenn Gould, Esq.

With a copy to:
_____
_____
_____ , CA ____
ATTN: _____

Any notice personally given shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service.

18. Information regarding Designer/Builder.

Type of Business Entity:
____ Individual
____ Sole Proprietorship
____ Partnership
____ Limited Partnership
____ Corporation
____ Limited Liability Company
____ Other: _____

_____
Employer Identification and/or Social Security Number

NOTE: United States Code, title 26, sections 6041 and 6109 require non-corporate recipients of $600.00 or more to furnish their taxpayer identification number to the payer. The United States Code also provides that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these rules, the District requires your federal tax identification number or Social Security number, whichever is applicable.

ACCEPTED AND AGREED on the date indicated below:

Dated: _____, 2025

Hayward Unified School District

Signature: _____
Print Name: _____
Print Title: _____
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail: _____

Dated: _____, 2025

[Insert Name of Designer/Builder]

Signature: _____
Print Name: _____
Print Title: _____
CA Contractor License No.: _____**(Required)**
Engineer License: _____
Engineer License: _____
DIR Registration No.: _____
Designer/Builder Local Representative:
Address: _____
_____
Telephone: _____
Facsimile: _____
E-Mail: _____

Form of Agreement

Form of Agreement

TERMS AND CONDITIONS TO CONTRACT

1. **SITE EXAMINATION:** Designer/Builder has examined the Site and certifies that it accepts all measurements, specifications and conditions affecting the Work to be performed at the Site. By submitting its quote, Designer/Builder warrants that it has made all Site examination(s) that it deems necessary as to the condition of the Site, their accessibility for materials, workers and utilities, and Designer/Builder's ability to protect existing surface and subsurface improvements. No claim for allowance of time or money will be allowed as to any other Unforeseen Site Conditions (as defined herein), with the exception of hazardous materials, that could and should have been discovered through reasonable investigation. Notwithstanding the aforementioned, should the Designer/Builder discover any latent or unknown conditions or hazardous conditions (including asbestos-containing materials), which will materially affect the performance of the Work, Designer/Builder shall immediately inform the District of such fact in writing and shall not proceed until written instructions are received from the District.
2. **EQUIPMENT AND LABOR:**
   2.1. The Designer/Builder shall furnish all tools, equipment, apparatus, facilities, transportation, labor, and material necessary to furnish the Work herein described, the Work to be performed at such times and places as directed by and subject to the approval of the authorized District representative indicated in the Work specifications attached hereto.
3. **SUBCONTRACTORS:** The Designer/Builder shall comply with the Subcontract Procurement Process as stated in Education Code section 17250.65 and **Exhibit F** to this Agreement ("**Subcontractor Procurement Process**").
   3.1. All subcontractors will be afforded the protections of State law, and all Work is subject to applicable prevailing wage laws.
   3.2. Subcontractors, if any, engaged by the Designer/Builder for any part of the Work under this Contract shall be subject to the approval of the District, which shall not be unreasonably withheld.
   3.3. Designer/Builder agrees to bind every subcontractor by the terms of the Contract as far as such terms are applicable to subcontractor's work, including, without limitation, all indemnification, insurance, bond, and warranty requirements.
   3.4. Designer/Builder shall be responsible for all Work performed under this Contract. All persons engaged in the Work of the Project are the responsibility and under the control of Designer/Builder. Designer/Builder shall give personal attention to fulfillment of this Contract and shall keep the Work under Designer/Builder's control. In no event shall Designer/Builder refer District to any subcontractor or consultant of Designer/Builder for response or resolution of any matters related to this Contract, the Work or any obligations of Designer/Builder hereunder. If Designer/Builder shall subcontract any part of this Contract, Designer/Builder shall be fully responsible to the District for acts and omissions of subcontractors and of persons either directly or indirectly employed by Designer/Builder.
   3.5. Nothing contained in the Contract shall create any contractual relations between any subcontractor and the District. Designer/Builder expressly acknowledges that its subcontractors are not third-party beneficiaries of this Contract.
4. **TERMINATION:**
   4.1. **Termination for Cause by District.** If Designer/Builder fails to perform Designer/Builder's duties as required by this Contract, or if Designer/Builder fails to fulfill in a timely and professional manner Designer/Builder's material obligations under this Contract, or if Designer/Builder shall violate any of the material terms or provisions of this Contract, the District shall have the right to terminate this Contract, in whole or in part, unless such failures and violations are caused by the District, effective immediately upon the District giving fourteen (14) days prior written notice thereof to the Designer/Builder, during which time the Designer/Builder may attempt to correct such failures and violations to the District's reasonable satisfaction. In the event of a termination pursuant to this subdivision, Designer/Builder may invoice District for all Services performed from the date of the last paid invoice to the notice of termination, but District shall have the right to withhold payment and deduct any amounts equal to the District's costs because of Designer/Builder's negligent actions, errors, or omissions that caused the District to terminate the Designer/Builder. The District may, at its discretion, provide the Designer/Builder additional time to cure its default or breach.

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4.2. **Termination for Cause by Designer/Builder.** The Designer/Builder has the right to terminate this Contract if the District does not fulfill its material obligations under this Contract. Termination shall be effective upon fourteen (14) days prior written notice to the District. Designer/Builder may invoice District and District shall pay all undisputed invoice(s) for Services performed and costs incurred until the date of termination.

4.3. **Termination for Convenience by District:** District shall have the right in its sole discretion to terminate the Contract for its own convenience with fourteen (14) days prior written notice. In the event of a termination for convenience, Designer/Builder may invoice District and District shall pay the Designer/Builder only the fee associated with the Services actually and satisfactorily performed from the date of the last paid invoice to the notice of termination.

4.4. **Obligations Remain in Effect.** Except as indicated in this Article, termination shall have no effect upon any of the rights and obligations of the Parties arising out of any transaction occurring prior to the effective date of termination.

4.5. **Suspension of Project**. If the District suspends the Project for more than one hundred eighty (180) consecutive days, the Designer/Builder shall be compensated for Services performed prior to the notice of suspension plus the reasonable costs of demobilization. When the Project is resumed, the schedule shall be adjusted and Designer/Builder's compensation shall be equitably adjusted to provide for expenses incurred in the resumption of the Services. If the District suspends the Project for more than two (2) years, the Designer/Builder may terminate this Contract by giving written notice and shall receive compensation as if District terminated the Contract for its own convenience as described, above. If the District suspends this Contract because the District does not have sufficient funds to pay for the Work resulting from the District's budget for the succeeding fiscal year being reduced, and/or the State reducing funding to the District, then Designer/Builder shall not be entitled to an adjustment in compensation and the Designer/Builder may elect to either: (1) after one hundred and twenty (120) consecutive days of suspension, terminate the Contract and invoice the District for any actual costs incurred by Designer/Builder as of the date of suspension, exclusive of any delay costs; or (2) after one hundred and twenty (120) consecutive days of suspension, elect to maintain the contract and demobilize from the Site until the District gives written notice to Design/Builder to recommence the Work, except that Designer/Builder shall not be entitled to any delay costs, but may invoice the District for the reasonable costs of demobilization and mobilization.

5. **SAFETY AND SECURITY:** Designer/Builder is responsible for maintaining safety in its performance of this Contract. Designer/Builder shall be responsible to ascertain from the District the rules and regulations pertaining to safety, security, and driving on the Site, , as per the requirements of **Exhibit D** ("**District's Rules and Regulations**") to the extent applicable. Designer/Builder shall coordinate with the District regarding the applicability of the District's Rules and Regulations. In the event the District's Rules and Regulations conflict with other terms of this Contract, the terms of this Contract shall prevail.

6. **INFECTIOUS DISEASE**

6.1. **Compliance with Orders**. Designer/Builder and its Subcontractors, agents and employees thereof, are responsible for complying with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives in any way relating to construction site safety, the Work, the Project, and Site, in connection with any infectious and communicable disease in any form, whether bacterial or viral, including, without limitation, MSRA, influenza, COVID-19, and/or any similar virus or derivative strain ("**Infectious Disease**"). Designer/Builder's obligations hereunder shall include, without limitation providing personal protective equipment ("**PPE**") to its employees and to ensure that its subcontractors provide PPE to its employees to prevent the spread of an Infectious Disease at the Project Site(s).

6.2. **Infectious Disease and Contract Time**. Designer/Builder agrees that the Contract Time is based on Designer/Builder's full compliance with all applicable and existing federal, State, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety, the Work, the Project, and the Site in connection with an Infectious Disease. Any dispute concerning the Contract Time in connection with any delay associated with an Infectious Disease shall be resolved pursuant to the Claims procedures in these Terms and Conditions.

6.3. **Infectious Disease Release**. Designer/Builder acknowledges that it is voluntarily and freely entering

Form of Agreement

into the Contract for this Project and deciding to perform the Work which will require Designer/Builder to enter upon and into the Site and that Designer/Builder use of the Site includes the possible exposure to and illness from an Infectious Disease. Designer/Builder further acknowledges the dangers involved and with full knowledge of these dangers, voluntarily agrees to assume all risks of bodily injury, death, or property damage, whether those risks are known or unknown. Designer/Builder hereby releases the District, its agents, representatives, officers, consultants, employees, trustees, and volunteers from any and all liabilities, causes of action, lawsuits, claims, demands, or damages of any kind whatsoever that Designer/Builder, its staff, participants, relatives, children, spouse, partner, household members, family members, employees, guests, invitees, volunteers, agents, consultants, Subcontractors, and any other person tracing exposure or illness to Designer/Builder, now have, or may have in the future, for injury, trauma, illness, loss, unwanted contact, harassment, disability, death or property damages related to being exposed to or contracting an Infectious Disease while using the Site for the performance of the Work. Designer/Builder shall include this paragraph in all subcontracts with Subcontractors.

6.4. Designer/Builder shall ensure it has supervisor employees onsite that are trained and knowledgeable of all of these requirements to ensure full compliance on Project Site(s).

6.5. Any cost to comply with these "Infectious Disease Compliance Provisions" shall be at Designer/Builder's sole expense, but may be included in the Contract Price.

7. PROJECT SCHEDULE:

7.1. **General Requirements:** In addition to the Project Schedule in **Exhibit B** that sets forth the milestones for the Project, Designer/Builder shall prepare a detailed Project Schedule setting forth the critical path of the Project from the Notice to Proceed to Completion of the Project.

7.2. **Time for Detailed Project Schedule:** Designer/Builder shall provide the detailed Project Schedule to the District within fourteen (14) days of the execution of the Contract for review and approval.

7.3. **Minimum Requirements for Detailed Project Schedule:** At a minimum, the detailed Project Schedule shall:

7.3.1. Include all milestones in **Exhibit B**;

7.3.2. Be in a format accessible by the District;

7.3.3. Include all applicable review times by Review Agencies;

7.3.4. Include the then current date for Completion of the Project;

7.3.5. **Updated detailed Project Schedule:** With each Application for Payment, Designer/Builder shall submit an updated detailed Project Schedule that complies with the requirements herein.

8. **CHANGE IN SCOPE OF WORK:**

8.1. Any change in the scope of the Work, method of performance, nature of materials or price thereof, or any other matter materially affecting the performance or nature of the Work shall not be paid for or accepted unless such change, addition, or deletion is approved in advance and in writing by a valid, mutually-agreed change order or amendment executed by the Parties.

8.2. **Uses of Contingency:** A change in the Work due to any of the following shall be payable from the contingency identified in **Exhibit C** ("**Contingency**"):

8.2.1. Additional scope of Work requested by the District (excluding scope of Work necessary in order to construct the Project consistent with the Design Criteria Documents which Designer/Builder has certified and acknowledged to be included in the Contract Price at the time this Contract is entered);

8.2.2. Changes mandated by authorities having jurisdiction over the Project and code requirements or other legal requirements, either of which could not have otherwise been anticipated;

8.2.3. Unforeseen Site Conditions;

8.2.4. Adjustments to the Contract terms;

8.2.5. Conflicts, ambiguities or omissions in the design documents, but **not** Unforeseen Site Conditions that could have been reasonably discovered by the Designer/Builder during Designer/Builder's Design Phase Services; and/or

8.2.6. Conflicts, ambiguities, errors or omissions in the Subcontractor bid packages and bids that could have been reasonably discovered by the Designer/Builder, not including Unforeseen

Form of Agreement

Site Conditions.

8.3. **Control/Authorizing Use of Contingency:**

8.3.1. The Contingency may be used upon prior written authorization by the District, in the District's sole discretion, which shall not be unreasonably withheld.

8.3.2. Designer/Builder shall prepare documents for its use of any part of the Contingency through this "Changes in the Work" section, which shall include a PCO. Any PCO shall identify that Designer/Builder shall be compensated out of the Contingency. A PCO shall include a written explanation describing how the PCO includes a change authorized by the "Use of Contingency" section. Designer/Builder shall prepare an updated Schedule of Values that includes a line item for the Work approved by the District in connection with the PCO

8.3.3. The District shall authorize use of the Contingency in writing by issuing a Change Order. Designer/Builder shall not be authorized to perform Work or be entitled to any compensation from the Contingency unless the District issues and both Parties sign a Change Order; provided, however, that Designer/Builder shall diligently perform all Work authorized by a Unilateral Change Order.

8.4. **Contingency Mark-Up:** The Designer/Builder is entitled to mark-up its pricing for Work paid for by the Contingency in the structure provided for by a Change Order (see the "Format for Proposed Change Order" section below**)** when it uses any part of the Contingency, but only if the Designer/Builder did **not** include mark-up for fee, bonds and insurance, overhead or profit when pricing the Contingency to establish the Contract Price. Designer/Builder shall not include mark-up for fee, bonds and insurance, overhead or profit on changes required to correct omissions or corrections to the Construction Documents that should have been identified by a reasonable constructability check and/or coordination.

8.5. Once the Contingency has been fully depleted, any costs for items referenced herein shall be solely at the Designer/Builder's expense. The unused portion of the Contingency shall be retained by the District at the end of the Project and returned through the issuance of a deductive, Unilateral Change Order.

8.6. Designer/Builder specifically understands, acknowledges, and agrees that the District shall have the right to request any reasonable alterations, deviations, reductions, or additions to the Project which are consistent with the agreed Scope of Work, and the cost thereof shall be added to or deducted from the amount of the Contract Price by fair and reasonable valuations.

8.7. Designer/Builder also agrees to provide the District in the form of a PCO with all information requested to substantiate the cost of the Change Order or amendment and to inform the District whether the Work will be done by the Designer/Builder or a subcontractor. In addition to any other information requested, Designer/Builder shall submit, prior to approval of the Change Order or amendment, its request for a time extension (if any), as well as all information necessary to substantiate any alleged delay in the completion of the Work.

8.8. Designer/Builder shall, within thirty (30) calendar days of any delay impacting the critical path in completing the Work, notify the District in writing of the causes of the delay including documentation and facts explaining the delay. The complete time impact analysis ("**TIA**") with all backup documentation are required within thirty (30) days. If Designer/Builder fails to submit its request for a time extension or the necessary supporting information within thirty (30) days of Designer/Builder becoming aware of the need for the time extension, including without limitation, the complete TIA, Designer/Builder shall be deemed to have waived its right to request an extension and any compensation associated therewith. A TIA utilizing the approved Project Schedule shall be provided with requests for an extension of the Contract Time or portion thereof.

8.9. **Proposed Change Order:**

8.9.1. **Definition of Proposed Change Order:** A Proposed Change Order ("**PCO**") is a written request prepared by the Designer/Builder requesting that the District issue a Change Order based upon a proposed change to the Work.

8.9.2. **Changes in Contract Price:** A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

8.9.3. **Changes in Contract Time:** A PCO shall also include any changes in time required to

Form of Agreement

complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Project Schedule as defined in the Contract Documents. If Designer/Builder fails to request a time extension in a PCO, then the Designer/Builder is thereafter precluded from requesting time and/or claiming a delay.

8.9.4. **Time to Submit PCO:** Designer/Builder shall submit its PCO within five (5) days of the date Designer/Builder discovers, or reasonably should discover, the circumstances giving rise to the proposed change order, unless additional time to submit a proposed change order is granted in writing by the District. Time is of the essence in Designer/Builder's written notice pursuant to the preceding sentence so that the District can promptly investigate and consider alternative measures to address the basis for the PCO. Accordingly, Designer/Builder acknowledges that its failure, for any reason, to give written notice (with Supporting Documentation to permit the District's review and evaluation) within this time frame shall be deemed Designer/Builder's waiver, release, discharge and relinquishment of any right to assert or claim any entitlement to an adjustment of the Contract Time or the Contract Price on account of the circumstances giving rise to the PCO.

8.9.5. **Unknown and/or Unforeseen Conditions:** If the Designer/Builder encounters conditions at the Project Site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that 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 ("**Unforeseen Site Conditions**"), the Designer/Builder shall promptly provide notice to the District before conditions are disturbed and in no event later than three (3) working days after first observance of the conditions. The District will promptly investigate the conditions and, if the District determines that they differ materially and cause an increase or decrease in the Designer/Builder's cost of, or time required for, performance of any part of the Work, Designer/Builder shall be entitled to an equitable adjustment in the Contract Price or Contract Time, or both. If the District determines that the conditions at the Project Site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the District shall promptly notify the Designer/Builder in writing, stating the reasons. If Designer/Builder disputes the District's determination, the Designer/Builder shall perform the Work without any increase in Contract Price and/or Contract Time and may proceed under a reservation of rights.

8.9.6. **Format for Proposed Change Order:** The following format shall be used as applicable by the District and the Designer/Builder (e.g. Change Orders, PCO's) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

	SUBCONTRACTOR PERFORMED WORK	ADD	DEDUCT
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**SUBTOTAL**		
(e)	**Add Subcontractor's overhead and profit**, shall be the percentage in Designer/Builder's Proposal multiplied against the sum of **item (d)**		
(f)	**SUBTOTAL**		
(g)	**Add Designer/Builder's fee, overhead, profit & general conditions**, shall be the percentage in Designer/Builder's		

Form of Agreement

	Proposal multiplied against the sum of **item (f)**		
(h)	SUBTOTAL		
(i)	**Add Bond and Insurance,** shall be the percentage in Designer/Builder's Proposal multiplied against the sum of **Item (h)**		
(j)	**TOTAL**		
(k)	**Time**	_____ **Days**	

	DESIGNER/BUILDER PERFORMED WORK	ADD	DEDUCT
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**SUBTOTAL**		
(e)	**Add Designer/Builder's fee, overhead, profit & general conditions**, shall be the percentage in Designer/Builder's Proposal multiplied against the sum of **item (d)**		
(f)	SUBTOTAL		
(g)	**Add Bond and Insurance,** shall be the percentage in Designer/Builder's Proposal multiplied against the sum of **Item (f)**		
(h)	TOTAL		
(i)	Time	_____ **Days**	

8.9.7. **Requirement to Substantiate:** PCOs must include documentation reasonably necessary to substantiate all material, labor, and equipment included in Designer/Builder's request for an increase or decrease to the Contract Price. If the District believes that Designer/Builder failed to adequately substantiate the PCO, the District may require Designer/Builder to provide additional reasonable substantiation for the PCO. Designer/Builder's failure to respond to the District's request for additional substantiation within a reasonable time shall constitute a waiver of Designer/Builder's claim for additional compensation for the work included in the PCO.

8.9.8. **Deleted Work:** All deductive change orders must be prepared pursuant to the provisions herein. Where a portion of the Work is deleted from the Contract, the reasonable value of the deleted work shall be considered the appropriate deduction. The value submitted on the Schedule of Values shall be used to calculate the credit. If the deleted work was to be performed by Designer/Builder, the deduction shall include a minimum of ten (10) percent for the total profit and overhead to be deducted with the value of the work. If the deleted work was to be performed by Designer/Builder's subcontractors, the deduction shall include a minimum of five (5) percent for the total profit and overhead to be deducted with the

Form of Agreement

value of the work.

8.9.9. **Delay:** Any request for an extension to the Contract Price or Contract Time relating to any alleged delay shall be included in a PCO and conform to the following requirements:

8.9.9.1. **Designer/Builder's Notice of Delay:**

8.9.9.2. In addition to the requirements indicated in this subsection, Designer/Builder shall submit any request for an adjustment of the Contract Price or the Contract Time through the Change Order provisions.

8.9.9.3. Designer/Builder shall, within **FIVE (5)** calendar days of any delay impacting the critical path in completing the Work, notify District in writing of the causes of the delay including documentation and facts explaining the delay.

8.9.9.4. Any request by Designer/Builder for an adjustment of the Contract Price or the Contract Time for a delay shall be submitted in a PCO. When requesting time, requests must be submitted with full justification and documentation. Such justification must be based on the official approved Project Schedule as updated and approved by the District at the time of occurrence of the delay or execution of Work related to any changes to the Work.

8.9.9.5. Any claim for delay must include the following information as support, without limitation:

8.9.9.5.1. **Duration:** The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

8.9.9.5.2. **Logical Ties / Fragnets:** Specific logical ties to the Project Schedule for the proposed changes and/or delay showing the activity/activities in the Project Schedule that are affected by the change and/or delay (A portion of any delay of seven (7) days or more must be provided). Include a "fragnet" analysis for the portion of the schedule and the activities the Designer/Builder contends are impacted by the delay.

8.9.9.5.3. **Updated Project Schedule:** A recovery or updated Project Schedule for all affected Site.

8.9.9.6. District shall review the facts and extent of any noticed delay and may grant Contract Time extension(s) of time for completing Work when, in the District's judgment, the findings of fact justify an extension.

8.9.9.7. Extension(s) of time shall apply only to that portion of Work affected by delay and shall not apply to other portions of Work not so affected.

8.9.9.8. An extension of time may only be granted if Designer/Builder has timely submitted the updated Project Schedule as required herein.

8.9.9.9. Following submission of a notice of delay, the District may determine whether the delay is to be considered:

8.9.9.9.1. Excusable and Compensable, Excusable and Non-Compensable, or Unexcused;

8.9.9.9.2. How long the delay continues; and

8.9.9.9.3. To what extent the prosecution and Completion of the Work might be delayed thereby.

8.9.9.10. Designer/Builder's failure to request adjustment(s) of the Contract Time in strict conformity with applicable provisions herein shall be deemed Designer/Builder's waiver of its right to assert a claim for a delay.

8.9.9.11. **Limitations Upon Adjustment of Contract Time on Account of Delays:** Any adjustment of the Contract Time on account of an Excusable Delay or a Compensable Delay shall be limited as set forth herein. No adjustment of the Contract Time shall be made on account of any Excusable Delays or Compensable Delays unless those delay(s) actually and directly impact Work or Work activities on the critical path of the then current and updated approved

Form of Agreement

Project Schedule as of the date on which a delay first occurs. The District shall not be deemed in breach of, or otherwise in default of any obligation hereunder, if the District shall deny a request by the Designer/Builder for an adjustment of the Contract Time for any delay that does not actually and directly impact Work on the then current and updated approved Project Schedule. In submitting a request for an adjustment of Contract Time, and as a condition precedent to the District's review of that request, Designer/Builder shall insert into the then current and updated approved Project Schedule and a "fragnet" analysis representing the event that Designer/Builder claims to result in delay to the critical path as depicted in the updated approved Project Schedule. If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of days from the commencement of the first delay to the cessation of the delay that ends last. If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of days, if any, which the Excusable Delay or the Compensable Delay exceeds the period of time of the Unexcused Delay.

8.9.10. Excusable and Compensable Delay(s):

8.9.10.1. Designer/Builder is **not** entitled to additional compensation for any delay, even a delay caused by an Excusable Delay, unless **all** of the following conditions are met ("**Compensable Delay(s)**"):

8.9.10.1.1. The District is responsible for the delay;

8.9.10.1.2. The delay is unreasonable under the circumstances involved and impacts the critical path of the Work and extends the most current Contract Completion date;

8.9.10.1.3. The delay was not within the contemplation of District and Designer/Builder;

8.9.10.1.4. Designer/Builder complies with the Change Order procedures, and if necessary, the Claims procedures of the Contract;

8.9.10.1.5. The delay could not have been avoided or mitigated by the Designer/Builder's care, prudence, foresight, and diligence;

8.9.10.1.6. The delay extends the most current Completion date; and

8.9.10.1.7. The delay is not concurrent with a Designer/Builder -caused delay or other type of Excusable Delay.

8.9.10.2. In accordance with California Public Contract Code section 7102, if the Designer/Builder's progress is delayed by the events described in the preceding subsection, Designer/Builder shall not be precluded from the recovery of damages directly and proximately resulting therefrom. In that event, Designer/Builder's damages, if any, shall be limited to direct, actual and unavoidable additional costs of labor, materials or construction equipment directly resulting from that delay, and shall exclude special, indirect or consequential damages. In no event shall Designer/Builder seek costs or damages for delays, interruptions, hindrances or disruptions to the Work for on-Site or off-Site costs or damages based upon formulas, e.g., Eichleay or other formula. Except as expressly provided for herein, Designer/Builder shall not have any other claim, demand or right to adjustment of the Contract Price arising out of delay, interruption, hindrance or disruption to the progress of the Work. Designer/Builder shall only be entitled to the actual costs to Designer/Builder for any Compensable Delay, and Designer/Builder shall not be entitled to calculate those costs by any other formula including, without limitation, jury verdict method, total cost method, or modified total cost method.

8.9.11. Excusable and Non-Compensable Delay(s):

Form of Agreement

8.9.11.1. An "Excusable Delay" shall mean an interruption of the Work beyond the reasonable control of the Designer/Builder and that:

8.9.11.1.1. Could have not been avoided by the Designer/Builder exercising care, prudence, foresight, and diligence, and

8.9.11.1.2. Actually extended the most current date for Project Completion as reflected in the most current Project Schedule.

8.9.11.2. The Designer/Builder may be entitled to an extension of the Project Completion date if there is an Excusable Delay, but the Designer/Builder shall not be entitled to additional compensation for an Excusable Delay.

8.9.11.3. Excusable Delays are limited to interruptions that satisfy the above requirements and that are acts of God; acts of a public enemy; fires; floods; windstorms; tornadoes; earthquakes; wars; riots; insurrections; epidemics; pandemics; quarantine restrictions; strikes; lockouts; fuel shortages; freight embargoes; and Adverse Weather that satisfies the requirements herein.

8.9.11.3.1. Supply chain disruptions may constitute an interruption that may support Excusable Delay for an Impacted Item **only**, if Designer/Builder demonstrates **all** the following conditions are satisfied:

8.9.11.3.1.1. The supply chain disruption causes the procurement of an Impacted Item to exceed the amount of days for the delivery for the Impacted Item as indicated in the initial detailed Project Schedule;

8.9.11.3.1.2. Designer/Builder has exhausted any Supply Float for that Impacted Item;

8.9.11.3.1.3. Delay in the procurement of the Impacted Item materially impacts the critical path of the Project; and

8.9.11.3.1.4. The Designer/Builder in no way causes the delay in the procurement of the Impacted Item. Without in any way limiting the generality of the foregoing, the Designer/Builder shall be deemed to "cause" a delay In the procurement of an Impacted Item if: (i) the Designer/Builder unreasonably delays ordering the Impacted Item; and/or (ii) the Designer/Builder fails to request permission from the District to purchase the Impacted Item sufficiently in advance given then-current information regarding lead times for an Impacted Item and to store the Impacted Item on the Site or off-Site, with such storage complying with the requirements of the Contract Documents.

8.9.11.4. Neither the financial resources of the Designer/Builder or any person or entity directly or indirectly engaged by the Designer/Builder in performance of any portion of the Work shall be deemed conditions beyond the control of the Designer/Builder. If an event of Excusable Delay occurs, the Contract Time shall be subject to adjustment hereunder only if the Designer/Builder establishes: (i) full compliance with all applicable provisions of the Terms and Conditions relative to the method, manner and time for Designer/Builder's notice and request for adjustment of the Contract Time; (ii) that the event(s) forming the basis for Designer/Builder's request to adjust the Contract Time are outside the

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reasonable control and without any fault or neglect of the Designer/Builder or any person or entity directly or indirectly engaged by Designer/Builder in performance of any portion of the Work; and (iii) that the event(s) forming the basis for Designer/Builder's request to adjust the Contract Time directly and adversely impacted the critical path of the Work as indicated in the approved Project Schedule or the most recent updated approved Project Schedule relative to the date(s) of the claimed event(s) of Excusable Delay.

8.9.12. Unexcused Delay(s) – Liquidated Damages:

8.9.12.1. An "**Unexcused Delay(s)**" shall mean any delay to the progress of the Work caused by events or factors other than those that constitute Compensable Delay(s) or Excused Delay(s) as set forth above. Neither the Contract Price nor the Contract Time shall be adjusted on account of Unexcused Delays.

8.9.12.2. Designer/Builder and District hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the District will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Designer/Builder shall forfeit and pay to District Liquidated Damages as set forth in the Contract, and not as a penalty, the amount set forth in the Contract for each calendar day of delay in Completion consistent with the requirement for Completion in the Contract Documents. Designer/Builder and its Surety shall be liable for the amount thereof pursuant to Government Code section 53069.85.

8.9.12.3. Designer/Builder shall not forfeit or pay liquidated damages for an Excusable Delay or an Excusable and Compensable Delay.

9. **WORKERS:** Designer/Builder shall at all times enforce strict discipline and good order among its employees and the employees of its subcontractors and shall not employ or work any unfit person or anyone not skilled in work assigned to him or her. Any person in the employ of the Designer/Builder or a subcontractor whom the District may deem incompetent or unfit shall be dismissed from the Site and shall not again be employed at the Site without written consent from the District.
10. **CORRECTION OF ERRORS:** Designer/Builder shall perform, at its own cost and expense and without reimbursement from the District, any work necessary to correct errors or omissions which are caused by the Designer/Builder's failure to comply with the Contract.
11. **SUBSTITUTIONS:** No substitutions of material from those specified in the approved final design shall be made without the prior written approval of the District, which shall not be unreasonably withheld.
12. **DESIGNER/BUILDER SUPERVISION:** Designer/Builder shall provide competent supervision of personnel employed on the Site, use of equipment, and quality of workmanship. Designer/Builder shall provide a full-time Project manager and a full-time, on-Site, non-working Project superintendent subject to acceptance of the District.
13. **CLEAN UP:** Debris from the Work shall be removed from the Site by the Designer/Builder. The Site shall be in order at all times when Work is not being performed and shall at all times be maintained in a reasonably clean condition.
14. **ACCESS TO WORK:** District shall provide Designer/Builder with the required Site access. District representatives shall at all times have access to the Work. Designer/Builder shall provide safe and proper facilities for District's access.
15. **PROTECTION OF WORK AND PROPERTY:** Designer/Builder shall erect and properly maintain all necessary safeguards, signs, barriers, lights, and security persons for protection of workers, the public and the Work and shall post clear and conspicuous notice warning of any hazards created by the Work. In an emergency affecting life, safety, Work, or adjoining property, Designer/Builder, without special instruction or authorization from District, is permitted to take any action Designer/Builder thinks necessary to prevent such threatened loss or injury.
16. **OTHER CONTRACTS/CONTRACTORS:** Designer/Builder acknowledges that it shall not have exclusive occupancy of the Site or of the Project. District reserves the right to let other contracts, and/or to perform

Form of Agreement

other work with its own forces at the Site. Designer/Builder shall afford District's contractors reasonable opportunity for introduction and storage of materials and execution of contractor's work at the Site. If applicable, Designer/Builder shall properly coordinate and connect the Work with the work of District's contractors. In addition to Designer/Builder's obligation to protect its own Work, Designer/Builder shall use its best efforts to protect the work of any other contractor that Designer/Builder encounters while working on the Project. Designer/Builder shall not cause any unnecessary hindrance or delay to the use of the Site and/or to District or any other contractor working on the Project. If simultaneous execution of any contract is likely to cause interference with performance of Designer/Builder's Contract, Designer/Builder shall coordinate with those contractor(s), person(s), and/or entity(s) and shall notify the District of the resolution.

17. **ASSIGNMENT OF CONTRACT:** The Designer/Builder shall not assign or transfer in any way any or all of its rights, burdens, duties, or obligations under this Contract without the prior written consent of the District. This provision shall not limit the Designer/Builder's right to subcontract portions of its Work to other entities and assign this Contract and all related contracts without the consent of the District (i) to direct affiliate of Designer/Builder; (ii) to an entity that is controlled by, controls, or is under common control with Designer/Builder; or (iii) pursuant to a merger, consolidation, transfer of substantially all its assets, or by operation of law. This Contract will be binding on, enforceable by, and inure to the benefit of, the Parties and their respective successors and permitted assigns. Any assignment made in contravention of this clause shall be void and unenforceable.
18. **COMPLETION:**
    - **18.1. Design Phase:** Designer/Builder shall be complete with this phase upon District's acceptance and/or approval of Designer/Builder's performance of all the Services in this phase, including, without limitation, the approval of any deliverables required to be provided by the Designer/Builder to the District.
    - **18.2. Construction:**
        - 18.2.1. **Walk-Through as Prerequisite to Determination of Completion:**
            - 18.2.1.1. Designer/Builder shall notify the District when it thinks that the Work is complete except for minor corrective items. Designer/Builder shall provide to District a preliminary list of all minor corrective items that must be corrected. District and Designer/Builder shall then schedule a final walk-through of the Project to be attended by the Designer/Builder, the District, and the Inspector to determine whether and to what extent the Work is complete. Any erroneous claims of completion by the Designer/Builder resulting in a premature walk-through shall be at the Designer/Builder's sole cost and expense, and the District shall be entitled to reduce its payments to the Designer/Builder under the Contract by an amount equal to any costs incurred by the District due to the erroneous claims by the Designer/Builder that the Project is complete.
            - 18.2.1.2. Designer/Builder's preliminary list of all minor corrective items will be used by Designer/Builder to prepare a corrective items list ("**Punch-List**") that shall be identified in the final walk-through of the Project. The District shall approve the Punch-List and may add omitted or missing items and provide a copy of an updated Punch-List to Designer/Builder.
            - 18.2.1.3. District may, at its sole discretion, accept as complete partial scopes or phases of Work as each is completed prior to completion of the entire Work or Project.
            - 18.2.1.4. If the Designer/Builder and the District (through its District Representative) determine that the Work is eligible for Completion, then the date of that determination shall constitute the final day of the construction phase of the Project as relates to liquidated damages ("**Staff Determination**"). Additionally, the District shall promptly include the approval and acceptance of the Project and Notice of Completion on the District's Board's next available agenda.
            - 18.2.1.5. The Designer/Builder shall attend a post-construction interview with the District and provide a narrative of lessons learned for the Project.
        - 18.2.2. **District's Acceptance of Work:** District may either:

Form of Agreement

18.2.2.1. Accept the Work as complete notwithstanding Punch List items (as distinguished from incomplete Work), if the Work has otherwise been completed to the satisfaction of the District and the Inspector; or

18.2.2.2. Refrain from accepting the Work as complete until the entire Work and all portions thereof, including all Punch-List items, have been completed to the satisfaction of the District and the Inspector.

18.2.3. The Work shall be accepted as complete by an action of the District's Board ("**Completion**" or "**Complete**").

18.2.4. **Notice of Completion:** Once the District accepts the Work, District may thereafter cause a Notice of Completion to be recorded in the County Recorder's Office.

18.2.5. **Designer/Builder's Failure to Correct Punch-List Items:** If District elects to accept Work with incomplete Punch List items, and the Designer/Builder fails to complete the Punch List items within thirty-five (35) days of Completion, the District shall withhold from the final payment due Designer/Builder an amount equal to one hundred and fifty percent (150%) of the estimated cost, as reasonably determined by the District, of each Punch List item and all portions related thereto, until the item is complete.

18.2.6. **Time Is of the Essence:** Time is of the essence in the performance of and compliance with each of the provisions and conditions of this Contract.

19. **PARTIAL OCCUPANCY / BENEFICIAL USE:** The District may occupy or use any completed or partially completed portion of the Work at any stage. Neither the District's final acceptance, final payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by District shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Designer/Builder or the Designer/Builder's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein. The District and the Designer/Builder 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. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the District shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20. **FORCE MAJEURE CLAUSE:**

20.1. The term "**Force Majeure**" shall mean those events caused beyond the control of the affected Party and which by the exercise of due diligence the Party could not reasonably avoid and which it has been unable to overcome, including acts of God and public enemy; fire; disease, strike; loss or shortage of transportation facilities; lock-out; commandeering of materials, product, plant, or facilities by the government; relocation or construction of transmission facilities or the shutdown of such facilities for the purpose of necessary repairs; work by local utility directly impacting the Project; flood; earthquake; tornado; severe storm; insurrections; epidemics; pandemics; quarantine restrictions; strikes; civil disobedience; sabotage; restraint by court order or public authority (whether valid or invalid); which is beyond the control of the affected Party and which by the exercise of due diligence the Party could not reasonably have been expected to avoid and which it has been unable to overcome.

20.2. Neither Party shall be considered to be in default in the performance of any material obligation of the Contract during the time and to the extent that the Party is prevented from obtaining delivery or performing by a Force Majeure event. Neither Party shall be relieved of its obligation to perform if its failure is due to causes arising out of the Party's negligence or due to removable or remediable causes which the Party fails to remove or remedy with the exercise of all best efforts within a reasonable time period. Either Party rendered unable to fulfill its obligations under the Contract by reason of an event of Force Majeure shall give prompt written notice of the fact to the other Party. Notwithstanding a Force Majeure event, the Party claiming a Force Majeure event shall provide the other Party satisfactory evidence that the event caused the delay or lack of performance and was not due to the fault or neglect of the Party claiming a Force Majeure event.

20.3. Designer/Builder is aware that Review Agencies may have to approve Designer/Builder-prepared

Form of Agreement

drawings, plans or approve a proposed installation. Specifically, no construction or alteration of any District facility shall commence prior to the receipt of the written approval of the plans, as to the safety of design and construction, from the DGS. Designer/Builder shall include in the Project Schedule time for possible review of its drawings, plans, and proposed installation and for reasonable delays or damages that may be caused by the Review Agencies. Designer/Builder shall be entitled to additional time in the Project Schedule for review of Designer/Builder's drawings, plans or proposed installation or other approvals from the Review Agencies, if all of the following conditions have been satisfied:

20.3.1. The time for this review is in excess of the time expressly allocated for this review in the Project Schedule; and

20.3.2. Designer/Builder has diligently pursued approval from the Review Agencies; and

20.3.3. The delay in Review Agencies' approval is not related to an uncured defect, error, or omission in Designer/Builder's drawings, plans, or proposed installation.

21. **INDEMNIFICATION / HOLD HARMLESS CLAUSE:**

21.1. To the furthest extent permitted by California law, Designer/Builder shall defend, indemnify, and hold harmless the District, its trustees, members, agents, representatives, officers, consultants, employees, and volunteers (the "**Indemnified Parties**") from any and all third party demands, losses, liabilities, claims, suits, and actions (the "**Indemnity Claims**") of any kind, nature, and description, including, but not limited to, reasonable attorneys' fees and costs, directly or indirectly arising from personal or bodily injuries, death, property damage, or otherwise arising out of, connected with, or resulting from the performance of this Contract to the extent the Indemnity Claims are caused by the negligence, recklessness, or willful misconduct of Designer/Builder. The District shall have the right to accept or reject any legal representation that Designer/Builder proposes to defend the District. However, such acceptance shall not be unreasonably withheld. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Designer/Builder to: (1) comply with any provision of law, and (2) timely and properly fulfill all of its obligations under the Contract, including, without limitation, any stop payment notice actions or liens, including liens by the California Department of Labor Standards Enforcement.

21.2. Further, Designer/Builder shall be directly liable to the Indemnified Parties for and, to the furthest extent permitted by California law, shall defend, indemnify, and hold harmless the Indemnified Parties from any Indemnity Claims of any kind, nature, and description arising out of, connected with, or resulting from the design component of the Project.

21.3. The Designer/Builder's duty to defend under either of the above provision shall begin upon the District's notification to the Designer/Builder of an Indemnity Claim. At that time, the Designer/Builder shall pay for that defense at its sole cost. Designer/Builder's duty to indemnify and defend under this Contract shall apply during the term of this Contract and shall survive any expiration or termination of this Contract until any such Indemnity Claim(s) is barred by the applicable statute of limitations and is in addition to any other rights or remedies that the District may have under the law or under this Contract

22. **PAYMENT:**

22.1. Design Phase Services:

22.1.1. Invoices shall be on a form approved by the District and are to be submitted to the District via the District's authorized representative.

22.1.2. Designer/Builder shall submit to District on a monthly basis documentation showing proof that payments were made to its consultant(s).

22.1.3. Designer/Builder shall submit to the District for approval a copy of the Designer/Builder's monthly pay request format.

22.1.4. Upon receipt and approval of Designer/Builder's invoices, the District agrees to make payments within thirty (30) days of receipt of the invoice.

22.2. Construction Phase:

22.2.1. On a monthly basis, Designer/Builder shall submit an application for payment based upon the estimated value for materials delivered or Services and Work performed under the

Form of Agreement

Contract as of the date of submission ("**Application for Payment**") and consistent with the Project Cost Values set forth in **Exhibit C**, attached hereto. Designer/Builder shall certify each Application for Payment and the Inspector shall verify that the materials, Services, or Work were delivered or performed.

22.2.2. **Schedule of Values:** The Designer/Builder shall provide a preliminary Schedule of Values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction ("**Schedule of Values**"). This preliminary Schedule of Values shall include, at a minimum, the following information and the following structure:

22.2.2.1. Divided into at least the following categories:

22.2.2.1.1. Overhead and profit;
22.2.2.1.2. Supervision;
22.2.2.1.3. General conditions;
22.2.2.1.4. Layout;
22.2.2.1.5. Mobilization;
22.2.2.1.6. Submittals;
22.2.2.1.7. Bonds and insurance;
22.2.2.1.8. Closeout documentation;
22.2.2.1.9. Demolition;
22.2.2.1.10. Installation;
22.2.2.1.11. Rough-in;
22.2.2.1.12. Finishes;
22.2.2.1.13. Testing;
22.2.2.1.14. Punchlist and acceptance.

22.2.2.2. Divided by each of the following areas:

22.2.2.2.1. Site work;
22.2.2.2.2. By each building;
22.2.2.2.3. By each floor.

22.2.2.3. The preliminary Schedule of Values shall not provide for values any greater than the following percentages of the Contract value:

22.2.2.3.1. Mobilization and layout combined to equal not more than 1%;
22.2.2.3.2. Submittals, samples, and shop drawings combined to equal not more than 3%,
22.2.2.3.3. Bonds and insurance combined to equal not more than 2%.

22.2.2.4. **Closeout Documentation:** Closeout Documentation shall have a value in the preliminary schedule of not less than 5%. The value for Closeout Documentation shall be in addition to and shall not be a part of the Contract retention. Closeout Documentation shall include the following, without limitation:

22.2.2.4.1. A full set of final As-Built Drawings, as further defined herein.
22.2.2.4.2. All Operations & Maintenance Manuals and information, as further defined herein.
22.2.2.4.3. All Warranties, as further defined herein.

22.2.2.5. Notwithstanding any provision of the Contract Documents to the contrary, payment of the Designer/Builder's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the District in equal installments, based on percentage complete, with the disbursement of progress payments and the final payment.

22.2.2.6. Designer/Builder shall certify that the preliminary Schedule of Values as submitted to the District is accurate and reflects the costs as developed in preparing Designer/Builder's bid. The preliminary Schedule of Values shall be subject to the District's review and approval of the form and content thereof. In

Form of Agreement

the event that the District objects to any portion of the preliminary Schedule of Values, the District shall notify the Designer/Builder, in writing, of the District's objection(s) to the preliminary Schedule of Values. Within five (5) calendar days of the date of the District's written objection(s), Designer/Builder shall submit a revised preliminary Schedule of Values to the District for review and approval. The foregoing procedure for the preparation, review and approval of the preliminary Schedule of Values shall continue until the District has approved the entirety of the preliminary Schedule of Values.

22.2.2.7. Once the preliminary Schedule of Values is approved by the District, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Designer/Builder without the prior consent and approval of the District, which may be granted or withheld in the sole discretion of the District.

22.2.3. Within thirty (30) days after District's receipt of the Application for Payment, Designer/Builder shall be paid a sum equal to **ninety-five percent (95%)** of the value of the Work performed (assuming the value of the Work performed is verified by Inspector and certified by Designer/Builder) up to the last day of the previous month, less the aggregate of previous payments and amounts to be withheld. District shall retain **five percent (5%)** from all amounts owing Designer/Builder as retention. Retention shall be paid pursuant to Public Contract Code sections 7107 and 7200.

22.2.4. With respect to any tax deduction and/or credit the Designer/Builder receives based on the Project per Internal Revenue Code section 179(d), the Designer/Builder shall issue a credit to the District as an offset to the Designer/Builder's fee equal to the amount of the credit minus any costs incurred by the Designer/Builder in establishing that the Project qualifies for the credit.

22.2.5. After advance written notice and thirty (30) days opportunity to cure, the District may deduct from any payment an amount reasonably necessary to protect the District from loss due to: (1) liquidated damages which have accrued as of the date of Application for Payment; (2) any sums expended by the District in performing any of Designer/Builder's obligations under the Contract which Designer/Builder has failed to perform or has performed inadequately; (3) defective Work not remedied; (4) stop payment notices as allowed by state law; (5) reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the scheduled Project completion date; (6) unsatisfactory prosecution of the Work by Designer/Builder; (7) unauthorized material deviations from the Contract; (8) failure of the Designer/Builder to maintain or submit on a timely basis proper and sufficient documentation as required by the Contract during the performance of the Work; (9) knowingly false estimates submitted by the Designer/Builder of the value of the Work performed; (10) any sums representing expenses, losses, or damages reasonably incurred by the District for which Designer/Builder is liable under the Contract; (11) failure to comply with applicable skilled and trained workforce requirements, as defined herein; and (12) any other sums which the District is entitled to recover from Designer/Builder under the terms of the Contract or pursuant to state law, including section 1727 of the California Labor Code. The failure by District to deduct any of these sums from Designer/Builder's progress payment shall not constitute a waiver of the District's right to the sums.

22.2.6. Payment for materials stored on or off the Site may be allowed at the sole discretion of the District. If allowed, proof of off-site material purchases (invoices and checks and/or bills of lading) and appropriate insurance coverage shall be required. Designer/Builder shall furnish to District written consent from Designer/ Builder's Surety approving the advanced payment for materials stored off Site. The maximum prepayment allowed by District shall be **one hundred percent** (**100%**) of the actual value of the material being considered, less retention. Designer/Builder shall protect stored materials from damage and shall be liable for any damage thereto. Damaged materials, even though paid for, shall not be incorporated into the Work. Designer/Builder shall be responsible to replace any damaged stored materials at

Form of Agreement

its sole cost and expense.

23. **LOGISTIC PLAN:** Designer/Builder shall provide a staging and logistics plan identifying laydown areas, loading and unloading areas, crane locations, fence locations, temporary utility connections, trailer locations, and emergency evacuation meeting area. This Logistics Plan must be approved by the District prior to the Designer/Builder mobilizing on the Site. Designer/Builder's Logistics Plan must be updated and provided to the District at each Phase and as required by the applicable Notice to Proceed.
24. **PERMITS, APPROVALS, AND LICENSES:**
    24.1. Designer/Builder and its employees, agents, and subcontractors shall secure and maintain in force, at Designer/Builder's sole cost and expense, all licenses and permits as are required by law, in connection with the furnishing of materials, supplies, Services or Work.
    24.2. District will cooperate and assist Designer/Builder in obtaining all permits required by the Contract or to perform the Work.
    24.3. District shall be responsible for obtaining any other permits or approvals that may be required, including annual operating permits as applicable.
25. **INDEPENDENT CONTRACTOR STATUS:** While performing the Services, Designer/Builder is an independent contractor, and not an officer, employee, agent, partner, or joint venture of the District. Designer/Builder shall be solely responsible for its Worker's Compensation insurance, taxes, and other similar charges or obligations. Designer/Builder shall be liable for its actions, including Designer/Builder's negligence or gross negligence, and shall be liable for the acts, omissions, or errors of Designer/Builder's agents or employees.
26. **ANTI-DISCRIMINATION:** It is the policy of the District that in connection with any work performed under contract with District, there be no discrimination against any employee engaged in the work because of race, national origin, ancestry, religion, age, physical or mental disability, sex, or sexual orientation of persons. Designer/Builder shall comply, and require compliance by all Designer/Builder subcontractors, with applicable Federal and California laws including, but not limited to, the California Fair Employment and Housing Act, Government Code section 12900 et seq., and Labor Code section 1735.
27. **PAYMENT BOND AND PERFORMANCE BOND:** Designer/Builder shall not commence Construction Phase Services until it provides the District, in the form provided by District herein, a Payment (Labor and Material) Bond and a Performance Bond, each in an amount equivalent to **one hundred percent** (**100%**) of the amount of the Construction Phase. The Payment and Performance Bonds must be issued by a surety admitted to issue bonds in the State of California and otherwise acceptable to the District.
28. **DESIGNER/BUILDER'S INSURANCE:** During the entire term of the Contract, Designer/Builder shall have and maintain in force, the minimum policy limits indicated in this Article. Designer/Builder shall not commence Work, nor allow any subcontractor, employee, or agent to commence Work until the insurance required of the Designer/Builder, subcontractor, or agent has been obtained. Designer/Builder's policy(ies) shall be primary and any insurance carried by District shall be secondary and supplemental. All policies shall contain waivers of subrogation against the District. Excess/Umbrella policies can be used to satisfy the insurance required of Designer/Builder.
    28.1. All of Designer/Builder's insurance, except for its Umbrella Insurance Liability policy, shall be placed with insurers **ADMITTED** in California with a current A.M. Best's rating of no less than **A—** or **A:VII**. Designer/Builder's Umbrella Insurance Liability policy shall be with an **APPROVED OR ADMITTED** insurer in California with a current A.M. Best's rating of no less than **A—** or **A:VII.** Designer/Builder shall provide documentation to the District demonstrating this rating.
    28.2. The Designer/Builder shall procure and maintain at all times it performs any portion of the Services the following insurance with minimum limits equal to the amount indicated below.
        28.2.1. **Commercial General Liability**. One million dollars ($1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to each project/location or the general aggregate limit shall be twice the required occurrence limit.
        28.2.2. **Commercial Automobile Liability, Any Auto**. One million dollars ($1,000,000) per accident for bodily injury and property damage.
        28.2.3. **Workers' Compensation Liability**. For all Designer/Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law,

Form of Agreement

Designer/Builder shall keep in full force and effect, a Workers' Compensation policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars ($1,000,000) per accident for bodily injury or disease. Designer/Builder shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

28.2.4. **Employment Practices Liability**. For all Designer/Builder's employees who are subject to this Agreement and to the extent required by the applicable state or federal law, Designer/Builder shall keep in full force and effect, an Employment Practices Liability policy. That policy shall provide employers' liability coverage with minimum liability coverage of one million dollars ($1,000,000) per occurrence. Designer/Builder shall provide an endorsement that the insurer waives the right of subrogation against District and its respective elected officials, officers, employees, agents, representatives, consultants, trustees, and volunteers.

28.2.5. **Sexual Abuse and Molestation Liability Insurance**. One million dollars ($1,000,000) per incident. Designer/Builder shall procure and maintain, during the life of this Agreement, sexual abuse and molestation insurance. Designer/Builder shall require its subcontractors to procure and maintain sexual abuse and molestation insurance for all employees of subcontractors. Any class of employee or employees not covered by subcontractor's insurance shall be covered by Designer/Builder's insurance. If any class of employee or employees engaged in Services under the Agreement, on or at the Site of the Project, are not covered under the sexual abuse and molestation insurance, Designer/Builder shall provide, or shall cause a subcontractor to provide, adequate insurance coverage to cover any employee(s) not otherwise covered before any of those employee(s) commence work.

28.2.6. **Professional Liability**. This insurance shall cover the prime design professional and design professional's liability arising from the services of Designer/Builder with a minimum of one million dollars ($1,000,000) per claim limit and two million dollars ($2,000,000) aggregate limit, and subject to no more than **twenty-five thousand dollars ($25,000) per claim deductible**, coverage to continue through completion of construction plus "tail" coverage for two (2) years thereafter. This policy can be on a claims-made basis.

28.2.7. **Builders' Risk Insurance: Builder's Risk "All Risk" Insurance (NO Earthquake or Flood).**

28.2.7.1. Designer/Builder shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the District, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work included within the Contract Documents.

28.2.7.2. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, water damage, mold, civil authority, theft, sonic disturbance, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in progress, to the full insurable value thereof.

28.2.7.3. **Earthquake and Flood Coverage.** The District may require the Designer/Builder to include coverage for "earthquake(s)" and/or "flood" and Designer/Builder shall provide the price for those additional coverages for the District's consideration prior to including or charging the District for those coverages.

28.2.7.4. Coverage shall be maintained until final payment has been made as provided under the Contract or until no person or entity other than the District has an insurable interest in the property to be covered, whichever is later. This

Form of Agreement

insurance shall cover as insureds the District, Designer/Builder, all subcontractors of every tier on the Project, and all vendors and suppliers. Coverage must also be maintained for any materials stored offsite that will be incorporated into the Project.

28.2.7.5. The deductible for this insurance shall be paid by Designer/Builder.

28.2.8. **Umbrella Liability Insurance.**

28.2.8.1. Designer/Builder shall procure and maintain, during the life of the Contract, an Excess Liability and/or Umbrella Liability Insurance Policy. Any Umbrella Liability Insurance Policy shall protect Designer/Builder, District, State, in the amounts indicated herein, and shall comply with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance. This coverage shall be provided in a form at least as broad as the Insurance Services Office (ISO) standard form.

28.2.8.2. There shall be no gap between the per occurrence amount of any underlying policy and the start of the coverage under the Umbrella Liability Insurance Policy.

28.2.8.3. Whether this Excess Liability and/or Umbrella Liability Insurance Policy is written on a "follow form" or "stand alone" form, the coverages shall equal or greater than the Designer/Builder's Commercial General Liability and Automobile Liability and Employers' Liability Insurance with no exclusions that reduce or eliminate coverage items.

28.3. **Proof of Carriage of Insurance**. The Designer/Builder shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverage have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

28.3.1. A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to the District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

28.3.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

28.3.3. All policies except the Professional Liability Policy shall be written on an occurrence form.

28.4. **Waiver of Subrogation:**

28.4.1. Designer/Builder waives (to the extent permitted by law) any right to recover against the District for damages to the Work, any part thereof, or any and all claims arising by reason of any of the foregoing, but only to the extent that such damages and/or claims are covered by Builder's Risk insurance and only to the extent of such coverage (which shall exclude deductible amounts) by insurance actually carried by the District.

28.4.2. The provisions of this section are intended to restrict each Party to recovery against insurance carriers only to the extent of such coverage and waive fully and for the benefit of each, any rights and/or claims which might give rise to a right of subrogation in any insurance carrier. The District and the Designer/Builder shall each obtain in all policies of insurance carried by either of them, a waiver by the insurance companies thereunder of all rights of recovery by way of subrogation for any damages or claims covered by the insurance.

28.5. **Additional Insured Endorsement Requirements:** On those policies described in this section where an additional insured requirement is included, Designer/Builder shall name the District, its trustees, members, officers, and employees as additional insureds. Subcontractors shall name the Designer/Builder, the District, its trustees, members, officers, and employees as additional insureds. The Additional Insured Endorsement included on all such insurance policies shall be an ISO CG 20 10 (04/13), or an ISO CG 20 38 (04/13), or their equivalent as determined by the District in its sole discretion, and must 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

Form of Agreement

other insurance which is applicable to the loss, such other insurance shall be on an excess or contingent basis. The insurance provided by the Designer/Builder pursuant to this section must be designated in the policy as primary to any insurance obtained by the District. The amount of the insurer's liability shall not be reduced by the existence of such other insurance.

29. **SUBCONTRACTOR INSURANCE REQUIREMENTS:** Designer/Builder shall require its Subcontractor(s) to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance, and Umbrella Liability Insurance with limits equal to the amounts required of the Designer/Builder, unless the District and Designer/Builder agree otherwise. Designer/Builder shall require its Subcontractor(s) to procure and maintain Commercial General Liability Insurance, Automobile Liability Insurance and Umbrella Liability Insurance.
30. **CERTIFICATES OF INSURANCE AND ENDORSEMENTS:** The Designer/Builder shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. The certificate of insurance shall provide that should any of the above-described policies be cancelled while the Work is in progress (except if cancellation is due to non-payment of premiums), before the expiration date thereof, notice will be delivered in accordance with the policy provisions, pursuant to ISO ACORD Form 25 (01/2014). Designer/Builder shall provide District at least thirty (30) days' prior written notice of the cancellation, or non-renewal of the insurance. Furthermore, Designer/Builder shall indemnify District for any loss suffered by District to the extent that the loss is attributable to Designer/Builder's failure to provide District with thirty (30) days' prior written notice. Excess/Umbrella policies can be used to satisfy the insurance required of Designer/Builder.
31. **WARRANTY/QUALITY:** Except for any longer warranty called for elsewhere in the Contract Designer/Builder, manufacturer, or assigned agents shall guarantee the Work or Services performed against defective workmanship, defects or failures of materials for a minimum period of **ONE (1)** year from date that all components of the Project commissioned and verified by Designer/Builder as being fully functional and operative, or when the District accepts Beneficial Use, whichever occurs first. If the District accepts Beneficial Use, Designer/Builder shall prepare a list of exceptions for specific items or components for which the period of warranty shall not commence ("**Exception List**"). District shall approve the Exception List. The period of warranty for any item on the Exception List shall commence upon District's acceptance of that item's Beneficial Use or completion of that item, whichever comes first. All workmanship and merchandise must be warranted to be in compliance with applicable California energy, conservation, environmental, and educational standards. This warranty shall not apply to (a) equipment that has been repaired or altered by other than Designer/Builder so as to affect the same adversely, or (b) equipment that has been subject to negligence, accident, or damage by circumstances beyond Designer/Builder's control, or improper operation, maintenance or storage, or other than normal use and service. The Parties agree that any implied warranties of merchantability or fitness for a particular purpose shall also expire at the same time as the express warranties stated in this section.
    31.1. At the District's sole option, Designer/Builder shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within the warranty period described above, without expense whatsoever to District. In the event of failure of Designer/Builder and/or Surety to commence and pursue with diligence said replacements or repairs within **TEN (10)** days after being notified in writing, Designer/Builder and Surety hereby acknowledge and agree that District is authorized to proceed to have defects repaired and made good at expense of Designer/Builder and/or Surety who hereby agree to pay costs and charges therefore immediately on demand.
    31.2. If, in the opinion of District, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to District or to prevent interruption of operations of District, District will attempt to give the notice required above. If Designer/Builder or Surety cannot be contacted or neither complies with District's request for correction within a reasonable time as determined by District, District may, notwithstanding the above provision, proceed to make all corrections and/or provide attentions District believes are necessary. The costs of correction or attention shall be charged against Designer/Builder and Surety of the guarantees provided in this Section or elsewhere in the Contract Documents.
    31.3. The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Designer/Builder shall furnish to District all appropriate guarantee or warranty certificates as

Form of Agreement

indicated in the Specifications or upon request by District.

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

32. **CONFLICT OF INTEREST:** Designer/Builder understands that its professional responsibility is solely to the District. Designer/Builder warrants that it and its employees and/or subcontractors presently have no interest and will not acquire any direct or indirect interest that would conflict with its performance under the Contract, including, without limitation, any direct and/or indirect interest with: (a) entity(ies) performing construction in the same discipline and in competition with any contractor on a District project; (b) entity(ies) connected or related to a trade union or joint labor management committee; or (c) the District.

33. **COMPLIANCE WITH LAWS:** Designer/Builder shall give all notices and comply with all laws, ordinances, rules and regulations bearing on conduct of the Work as indicated or specified. If Designer/Builder observes that any of the Work is at variance with any laws, ordinances, rules or regulations, Designer/Builder shall notify the District, in writing, and, at District's option, any necessary changes to the scope of the Work shall be made and the Contract shall be appropriately amended in writing, or the Contract shall be terminated effective upon Designer/Builder's receipt of a written notice of termination. If Designer/Builder performs any Work that is in violation of any laws, ordinances, rules or regulations, without first notifying the District of the violation, Designer/Builder shall bear all costs or expenses arising therefrom.

34. **STANDARD OF CARE:** Designer/Builder shall perform the Work and Services to the standard of care of an entity performing similar work for California school districts in or around the same geographic area of the District, as follows:

34.1. For all work other than Construction Phase Services, the standard of care of professional engineers; and

34.2. For Construction Phase Services, the standard of care of licensed contractors.

34.3. If Designer/Builder has not met this standard of care, Designer/Builder shall be held liable consistent with the "Indemnification/Hold Harmless Clause" herein.

35. **DISTRICT'S RIGHT TO AUDIT:** District retains the right to review and audit, at District's sole cost and expense, and the reasonable right of access to Designer/Builder's and any sub-consultant's non-confidential and non-proprietary records to review and audit the Designer/Builder's compliance with the provisions of the Contract ("**District's Right**"). The District's Right includes the right to inspect, photocopy, and to retain copies of any and all non-confidential and non-proprietary Project-related records with appropriate safeguards. The District shall keep this information confidential, as allowed by applicable law.

35.1. The District's Right includes the right to examine any and all non-confidential and non-proprietary Project books, records, documents and any other evidence of Project-related procedures and practices that are reasonably necessary to discover and verify that the Designer/Builder is in compliance with all requirements of the Contract.

35.2. If there is a claim for additional compensation or for extra services or work, the District's Right includes the right to examine non-confidential and non-proprietary Project-related books, records, documents, and accounting procedures and practices that are reasonably necessary to discover and verify all Project-related direct and indirect costs, of whatever nature, which are claimed to have been incurred, or anticipated to be incurred.

35.3. The Designer/Builder shall maintain complete and accurate Project-related records in accordance with generally accepted accounting practices in the industry, and in no event for less than five (5) years after Completion. The Designer/Builder shall make available to the District for review and audit all Project-related accounting records and documents, and any other financial data. Upon District's request, the Designer/Builder shall submit exact duplicates of originals of all requested records to the District.

35.4. The Designer/Builder shall include these audit provisions in any and all of its subcontracts, and shall ensure that these sections are binding upon all subcontractors.

35.5. Designer/Builder shall comply with these provisions within fifteen (15) days of the District's written request to review and audit any or all of Designer/Builder's Project-related records and information.

36. **CLAIMS RESOLUTION**:

36.1. **Exclusive Remedy:**

36.1.1. Compliance with the claim resolution process and timelines described in this Claims Resolution section as well as the notice provisions of the Contract are express conditions

Form of Agreement

precedent to Designer/Builder's right to commence litigation or arbitration, file a claim under the California Government Code, or commence any other legal action related to the Project ("**Claims Resolution Process**").

36.1.2. Designer/Builder acknowledges that its failure, for any reason, to provide written notice and all required supporting documentation to permit the District's review and evaluation within the time frame required by this Claims Resolution Process, shall be deemed Designer/Builder's waiver, release, discharge and relinquishment of any right to assert, request, or demand any entitlement to an adjustment of the Contract Time or the Contract Price on account of any instruction, request, drawings, specifications, action, condition, omission, default or other situation.

36.1.3. To the extent any provision(s) of this Claims Resolution Process conflict with or otherwise impair the timeframes and procedures of Public Contract Code section 9204, the provisions of Section 9204 shall control. If provisions of this Claims Resolution Process are supplementary and/or in addition to the requirements of Section 9204, but do not conflict with or otherwise impair the timeframes and procedures of Section 9204, the provisions of this Claims Resolution Process and the Contract shall control.

36.2. **Performance during Claim Resolution Process:** The Designer/Builder shall diligently proceed with Work on the Project at the same time that Claims are addressed under the Claims Resolution Process. It is the intent of District to resolve Claims with the Designer/Builder as close to the events giving rise to the Claims as possible, and to avoid stale or late Claims and the late documenting of Claims. Designer/Builder's failure to diligently proceed in accordance with the District's instructions or the Contract terms will be considered a material breach of the Contract and a waiver of Designer/Builder's rights under this Contract.

36.3. **Waiver:** If Designer/Builder fails to timely submit any written notices required under the terms of the Contract or in this Claims Resolution section, Designer/Builder waives and releases its rights regarding further review of its Claim, unless Designer/Builder and District mutually agree in writing to other time limits. Nothing herein shall modify or alter the Designer/Builder's obligation to comply with statutory notice requirements, including but not limited to, Government Code section 910 *et seq.*

36.4. **Intention:** The Claims Resolution Process required herein is intended to provide a concise mechanism for resolving Claims as they arise during the Project, while requiring accurate documentation related to contested issues as to those Claims that are not contemporaneously resolved.

36.5. **Other Provisions:** If portions of the Contract, other than this Claims Resolution Process, establish a specific process regarding a specific subject, then that process shall govern and control the resolutions of any disagreements thereunder. Otherwise, the provisions in this Claims Resolution Process shall control the resolution of all Claims.

36.6. **Claim Presentation:**

36.6.1. **Claim:** A claim is a written demand by Designer/Builder (or by Designer/Builder on behalf of Subcontractor(s)) that the Designer/Builder must submit by **registered mail or certified mail return receipt requested** for:

36.6.1.1. An extension to the Contract Time, including relief from damages or penalties assessed by the District for delay;

36.6.1.2. Payment of money or damages arising from work done by, or on behalf of, the Designer/Builder pursuant to the Contract and payment that is not otherwise expressly provided for in the Contract Documents or the Designer/Builder is not otherwise entitled; or

36.6.1.3. Payment that is disputed by the District.

("**Claim**")

36.7. **Subcontractors**:

36.7.1. Public Contract Code section 9204(d)(5) states that the Designer/Builder may present to the District a Claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Designer/Builder present a claim for Work which was performed by the

Form of Agreement

subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the Claim be presented to the District shall furnish reasonable documentation to support the Claim. Within 45 days of receipt of this written request, the Designer/Builder shall notify the subcontractor in writing as to whether the Designer/Builder presented the claim to the District and, if the Designer/Builder did not present the Claim, provide the subcontractor with a statement of the reasons for not having done so.

36.7.2. Designer/Builder is responsible for providing this Claims Resolution Process to its subcontractors and for ensuring that all subcontractors or others who may assert Claims by and through subcontractors and/or the Designer/Builder are informed of this Claims Resolution Process. No Claim submitted by any party that fails to follow the provisions of this Claims Resolution Process will be considered. Designer/Builder shall indemnify, keep and hold harmless the District and its consultants, against all suits, claims, damages, losses, and expenses, including but not limited to attorney's fees, caused by, arising out of, resulting from, or incidental to, the failure to provide this Claims Resolution Process to its subcontractors or others who may assert Claims by and through subcontractors and/or the Designer/Builder.

36.8. **Designer/Builder Must Timely Identify, Present and Document Any Claim:**

36.8.1. Every Claim shall be stated with specificity in writing and signed by Designer/Builder under penalty of perjury and presented to the District within ten (10) calendar days from the date Designer/Builder discovers or reasonably should discover, that an act, error or omission of District, its agents or employees, or action, condition or other situation has occurred that may entitle Designer/Builder to make a Claim. This shall include the Designer/Builder's actual or constructive knowledge of any instruction, request, drawings, specifications, action, condition, omission, default or other situation for which the Designer/Builder believes there should an adjustment of the Contract Price or Contract Time. Designer/Builder shall provide this writing even if Designer/Builder has not yet been damaged, delayed, or incurred extra cost when Designer/Builder discovers, or reasonably should discover, the act, error, omission, action, condition or situation giving rise to the incidents giving rise to the Claim. The writing shall:

36.8.1.1. Identify all of the issues, events, conditions, circumstances and/or causes giving rise to the Claim;

36.8.1.2. Identify all pertinent dates and/or durations and all actual and/or anticipated effects on the Contract Price, milestones and/or Contract Time adjustments; and

36.8.1.3. Identify in detail line-item costs if the Claim seeks money.

36.8.1.4. If the Claim involves extra work, a detailed cost breakdown of the amounts the Designer/Builder is seeking, including actual cost records (including without limitation, payroll records, material and rental invoices and the like) demonstrating that those costs have actually been incurred. To the extent costs have not yet been incurred at the time the Claim is submitted, actual cost records must be submitted on a current basis not less than once a week during any periods costs are incurred. A cost record will be considered current if submitted within seven (7) days of the date the cost reflected in the record is incurred. At the request of District, extra costs may be subject to further verification procedures (such as having an inspector verify the performance of alleged extra work on a daily basis).

36.8.1.5. Include an affirmative representation under penalty of perjury by Designer/Builder and any affected Subcontractor and suppliers that the error or omission was not discovered prior to submitting a proposal for the Work, and

36.8.1.6. Include a detailed statement demonstrating that the error or omission reasonably should not have been discovered, by Designer/Builder, its Subcontractors and suppliers, prior to submitting a proposal for the Work.

36.8.2. Escalation Costs. If a Claim involves a request for additional compensation for escalation of

Form of Agreement

materials and/or equipment costs, then this provision exclusively governs those request(s) by Designer/Builder and the following are **all** conditions precedent to Designer/Builder's submission of a Claim for escalation of materials and/or equipment costs:

36.8.2.1. Designer/Builder shall not be entitled to submit a request for compensation for escalation of materials unless the actual increase in the cost of the materials exceeds **ten percent (10%)** of the **total** material costs for the Construction Phase at the time of bid.

36.8.2.2. The cost escalation is the result of unusual market conditions not reasonably foreseeable at the time the District issued an NTP for Construction Phase Services and was not an escalated cost resulting from any action or inaction of the Designer/Builder.

36.8.2.3. Designer/Builder timely ordered and/or purchased the materials at issue, based on (1) Designer/Builder's constructive knowledge of the supply chain for required materials and (2) Designer/Builder's request to utilize the provisions in the Contract Documents related to the District's payment for materials and equipment purchased and stored on Site or offsite.

36.8.2.4. Designer/Builder's material costs were reasonable at the time of Designer/Builder's submission of the proposed cost for the Construction Phase.

36.8.2.5. Designer/Builder demonstrates an actual increase in the cost of materials in the cost of the Construction Phase from the time of the District issued the NTP for the Construction Phase Services compared to Designer/Builder's actual material payment cost paid either at time of purchase or delivery, whichever is earlier.

36.8.2.6. An actual year-to-date price increase has occurred and can be substantiated by the E.N.R. 20-City Average Material Cost Index for the material at issue that demonstrates the claim for an increase in price of the material at the time of delivery of the higher priced material to the Project.

36.8.3. The writing shall be accompanied by all documents substantiating Designer/Builder's position regarding the Claim.

36.8.4. A Claim that asserts an effect on any schedule milestones and/or Contract Time shall include all pertinent scheduling data demonstrating the impact(s) on the critical path(s), milestone(s) and/or Contract Time.

36.9. **Certification:** Each copy of the Claim Documentation shall be certified by a responsible officer of the Designer/Builder in accordance with the requirements of the Contract Documents. This certification shall be under penalty of perjury and must include the following language immediately above or before the Designer/Builder's signature: "***I declare under penalty of perjury under the laws of the State of California that the information provided and statements made in this Claim are true and correct, substantiated and of merit***." The Designer/Builder acknowledges that this requirement is not a mere formality but is intended to ensure that the Designer/Builder only submits Claims that it believes are true and correct, substantiated and have merit. Should Designer/Builder fail to submit the foregoing written statement signed under penalty of perjury, Designer/Builder waives and releases its Claim, including all rights and remedies in connection therewith. This certification must include a certification of any portion of the Claim from Subcontractors(s) or others who are asserting Claims by and through Subcontractors and/or the Designer/Builder.

36.10. **District's Written Statement/Decision on Claim:** The District shall issue a written statement/decision regarding the Claim to the Designer/Builder within forty-five (45) days of receipt of the written Claim from the Designer/Builder, or three (3) days after the District's first regular Board meeting after that 45-day period if the District's Board does not meet within that first 45-day period. If the District fails to timely provide a written statement/decision regarding the Claim, the Claim shall be deemed rejected in its entirety.

36.11. **Designer/Builder Must Demand an Informal Meet and Confer Conference if Designer/Builder Pursues Any Claim:**

36.11.1. **FAILURE OF A DESIGNER/BUILDER TO TIMELY DEMAND A MEET AND CONFER CONFERENCE IS A WAIVER OF ITS RIGHT TO PURSUE ALL OR A PORTION OF ITS CLAIM.**

Form of Agreement

36.11.2. **Where There Is No Agreement:** If there is no agreement between Designer/Builder and the District on a Claim, then within ten (10) calendar days of the date of the District's written statement/decision in response to a Claim or PCO, if Designer/Builder pursues that Claim, then Designer/Builder must demand, by **registered mail or certified mail return receipt requested,** a meet and confer conference with District staff. A meet and confer conference with District staff shall be a condition precedent to Designer/Builder seeking any further relief, including a mediation as indicated below.

36.11.3. **Where There Is Partial Agreement:** If Designer/Builder and the District partially agree on a Claim but do not reach complete agreement, then the Parties shall complete a change order or amendment, if applicable, for the issues and/or amounts agreed to. For those issues not agreed to, if Designer/Builder pursues those issues from that Claim, then Designer/Builder must demand, by **registered mail or certified mail return receipt requested,** a meet and confer conference with District staff regarding those issues. A meet and confer conference with District staff shall be a condition precedent to Designer/Builder seeking any further relief, including a mediation as indicated below, in connection with the District's rejection.

36.11.4. **Meet and Confer Conference:** District and Designer/Builder shall schedule the meet and confer conference as soon as reasonably possible after Designer/Builder's written demand for a meet and confer conference, but in no case later than thirty (30) days after Designer/Builder's demand.

36.11.5. **District's Written Decision:** Within ten (10) **business** days of the meet and confer conference, the District shall issue a written decision. If the District fails to timely provide a written statement/decision after the meet and confer conference, all Claim issues that were part of the meet and confer conference shall be deemed rejected in their entirety.

36.11.5.1. If the District's decision completely resolves the Claim, then the Parties shall complete a change order or amendment, if applicable, for the issues and/or amounts agreed to.

36.11.5.2. If the District rejects the Designer/Builder's Claim in whole or in part or does not issue a timely written response, then the parties shall mediate the remaining issues of the Claim.

36.11.5.3. Designer/Builder's costs incurred in seeking relief for Claims are not recoverable from District.

36.12. Mediation:

36.12.1. The District and Designer/Builder shall mutually agree to a mediator within ten (10) **business** days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

36.13. **Designer/Builder's Obligation to File a Government Code Claim:** Nothing in this Contract, including this Claims Resolution Process, waives, modifies or tolls the Designer/Builder's obligation to present a timely claim under Government Code section 910, et seq. Therefore, in addition to complying with this Claims Resolution Process, the Designer/Builder is required to present claims to the District pursuant to Government Code section 910, et seq. If after the requirements of this Claims Resolution Process are satisfied, and all or a portion of the Claim remains unresolved, and if the Government Code claim is rejected by the District, the Designer/Builder may proceed under the post-mediation provisions of this Claims Resolution Process.

36.14. **Post Mediation Provisions:**

36.14.1. **Claims of $375,000 or Less:** The provisions of Public Contract Code § 20104.4 shall apply. Pursuant to Public Contract Code § 20104.4(a), within sixty (60) days, but no earlier than thirty (30) days, following the filing of responsive pleadings, the court shall submit the matter to nonbinding mediation unless waived by mutual stipulation of both parties. Pursuant to Public Contract Code § 9204(d)(2)(D), a mediation conducted pursuant to this Claims Resolution Process shall excuse the obligation under Public Contract Code § 20104.4(a) to

Form of Agreement

mediate after litigation has been commenced unless otherwise agreed to by the parties in writing.

36.14.2. **Litigation of Claims in Excess of $375,000:** If, after a mediation as indicated above, the Parties have not resolved the Claim, either Party may commence an action in a court of competent jurisdiction to contest that decision within ninety (90) days following the conclusion of that mediation or one (1) year following the accrual of the cause of action, whichever is later. By mutual agreement, the Parties can agree to instead resolve the Claim through arbitration.

36.15. The District shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq*., made to the District by the Designer/Builder or any subcontractors under the standards set forth in Government Code section 12650 *et seq*. Any Designer/Builder or subcontractors who submits a false claim shall be liable to the District for three times the amount of damages that the District sustains because of the false claim. A Designer/Builder or subcontractor who submits a false claim shall also be liable to the District for (a) the costs, including attorney fees, of a civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to $11,000 for each false claim.

36.16. **Documentation of Resolution:** If a Claim is resolved, the District shall determine if that resolution shall be documented in an Agreement and Release of Any and All Claims form or other document, as appropriate. If the District determines that an Agreement and Release of Any and All Claims form or other document is appropriate, Designer/Builder shall cooperate and execute that form and/or other document.

36.17. **Claim Resolution Process – Non-Applicability:** The procedures and provisions in this Claims Resolution section shall **not** apply to:

36.17.1. District's determination of what Work is or will be constructed, or whether the Work complies with the Contract Documents for purposes of accepting the Work;

36.17.2. District's rights and obligations as a public entity, such as, but without limitation, the revocation of pre-qualified or qualified status, barring a Designer/Builder from District contracts, the imposition of penalties or forfeitures prescribed by statute or regulation; provided, however, that penalties imposed against a public entity by statutes such as Section 7107 of the Public Contract Code, shall be subject to the mandatory dispute resolution provisions of this Claims Resolution section and the Contract;

36.17.3. Personal injury, wrongful death or property damage claims;

36.17.4. Latent defect or breach of warranty or guarantee to repair;

36.17.5. Stop notices or stop payment notices; or

36.17.6. Any other District rights as set forth herein.

36.18. The District's failure to respond to a Claim from the Designer/Builder within the time periods described herein or to otherwise meet the time requirements of Public Contract Code section 9204 shall automatically result in the Claim being deemed rejected in its entirety, with no admission by the District as to the merits of the Claim.

36.19. If District fails to timely issue payment for any Claim or portion of a Claim as required pursuant to these Claim Resolution Procedures, the Designer/Builder is permitted to assess interest indicated in Public Contract Code section 9204. Notwithstanding this provision, and in accordance with California Public Contract Code section 7107, the District is entitled to withhold up to 150% of disputed amounts and the District shall not be liable for payment of interest on such disputed amounts pending final adjudication of such disputes.

37. **LABOR CODE REQUIREMENTS:** Pursuant to sections 1770 et seq. of the California Labor Code, Designer/Builder and all subcontractors under the Designer/Builder shall pay all workers on all Work performed pursuant to the Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the State of California Department of Industrial Relations (DIR) for the type of Work performed and the locality in which the Work is to be performed within the boundaries of the District. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by the DIR, are available from the District or on the internet (www.dir.ca.gov).

Form of Agreement

37.1. Designer/Builder shall comply with the registration and compliance monitoring provisions of Labor Code section 1771.4, including furnishing its Certified Payroll Records to the Labor Commissioner of California and complying with any applicable enforcement by the Department of Industrial Relations. Labor Code section 1771.1(a) states the following:

> "*A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded*."

37.2. Designer/Builder acknowledges that, for purposes of Labor Code section 1725.5, this Work is a public work to which Labor Code section 1771 applies. Designer/Builder shall comply with Labor Code section 1725.5, including without limitation the registration requirements. Additionally, all "subcontractors" (as defined by Labor Code section 1722.1) shall comply with Labor Code section 1725.5 to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of the Contract. Designer/Builder represents to the District that all "subcontractors" (as defined by Labor Code section 1722.1) are registered pursuant to Labor Code section 1725.5.

37.3. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Designer/Builder shall post job site notices, as prescribed by regulation. Designer/Builder shall comply with all requirements of Labor Code section 1771.4, except the requirements that are exempted by the Labor Commissioner for the Project.

38. **SKILLED AND TRAINED WORKFORCE REQUIREMENT:** Designer-Builder is familiar with the hiring requirements set forth in Public Contract Code section 2601, et. seq., and as a condition of entering into this Contract, Designer/Builder understands and agrees that Designer-Builder and its Subcontractors at every tier will use a skilled and trained workforce, as defined in Public Contract Code section 2601(d) ("**Skilled and Trained Workforce**"), to perform all Work on the Project that falls within an apprenticeable occupation in the building and construction trades.
39. **ANTI-TRUST CLAIM:** Designer/Builder and its subcontractor(s) agree to assign to the District all rights, title, and interest in and to all causes of action they may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the Contract or a subcontract. This assignment shall be made and become effective at the time District tenders final payment to the Designer/Builder, without further acknowledgment by the Parties.
40. **GOVERNING LAW:** The Contract shall be governed by and construed in accordance with the laws of the State of California with venue of any action in a County in which the District administration office is located.
41. **PROVISIONS REQUIRED BY LAW DEEMED INSERTED:** Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and this Contract shall be read and enforced as though it were included therein.
42. **BINDING CONTRACT:** This Contract shall be binding upon the Parties and upon their successors and assigns, and shall inure to the benefit of said parties and their successors and assigns.
43. **WAIVER:** Waiver by either Party of any term, condition, covenant or waiver of a breach of any term, condition or covenant shall not constitute the waiver of any other term, condition or covenant or the waiver of a breach of any other term, condition or covenant.
44. **INVALID TERM:** If any provision of this Contract is declared or determined by any court of competent jurisdiction to be illegal, invalid or unenforceable, the legality, validity or enforceability of the remaining parts, terms and provisions shall not be affected thereby, and said illegal, unenforceable or invalid part, term or provision will be deemed not to be a part of this Contract.
45. **ENTIRE CONTRACT:** The Contract sets forth the entire Contract between the Parties and fully supersedes any and all prior agreements, understanding, written or oral, between the Parties pertaining to the subject matter herein. The Contract may be modified only by a writing evidencing mutual consent of the Parties.

Form of Agreement

46. **OWNERSHIP OF DATA:**
    46.1. District shall not, by virtue of the Contract, acquire any interest in any formulas, patterns, devices, secret inventions or processes, copyrights, patents, other intellectual or proprietary rights, or similar items of property which are or may be used in connection with the Project.
    46.2. The Designer/Builder retains all rights to all copyrights, designs and other intellectual property embodied in the plans, record drawings, specifications, estimates, and other documents that the Designer/Builder or its consultants prepare or cause to be prepared pursuant to this Contract.
    46.3. Pursuant to Education Code section 17316, the Contract creates a non-exclusive and perpetual, irrevocable and royalty-free license for District to use, at its discretion:
        46.3.1. all software or other intellectual property rights necessary for District to continue to operate, maintain, and repair all equipment that is part of the Project in a manner consistent with its continued use.
        46.3.2. all record drawings, specifications, and estimates that the Designer/Builder or its consultants, prepare or cause to be prepared pursuant to this Contract, limited to this Work.
    46.4. In the event the District changes or uses any fully or partially completed documents without the Designer/Builder's knowledge and participation, the District agrees to release Designer/Builder of responsibility for such changes, and shall indemnify, defend and hold the Designer/Builder harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to, reasonable attorneys' fees, on account of any damages or losses to property or persons, including injuries or death, or economic losses, arising out of that change or use except to the extent the Designer/Builder is found to be liable in a forum of competent jurisdiction. In the event District uses any fully or partially completed documents without the Designer/Builder's full involvement, the District shall remove all title blocks and other information that might identify the Designer/Builder and the Designer/Builder's consultants.
47. **OWNERSHIP OF ANY EXISTING EQUIPMENT:** Ownership of any equipment and materials existing at the Site at the time the Contract is executed, shall remain the property of the District even if it is replaced or its operation made unnecessary by Work performed by Designer/Builder. If applicable, Designer/Builder shall advise District in writing of all equipment and materials that will be replaced at the Site and District shall, within five (5) business days of Designer/Builder' notice, designate in writing to Designer/Builder which replaced equipment and materials should not be disposed of off-Site by Designer/Builder (the "Retained Items"). It is understood and agreed to by both Parties that District shall be responsible for and designate the location and storage for the Retained Items. Designer/Builder shall be responsible for the disposal of replaced equipment and materials, except for the Retained Items. Designer/Builder shall use commercially reasonable efforts to remove the Retained Items in such a manner as to avoid damage thereto, or if it is unreasonable to avoid damage altogether, to minimize any damage.
48. **RESPONSIBILITIES OF THE DISTRICT:**
    48.1. District shall examine the documents submitted by the Designer/Builder and shall render decisions so as to avoid unreasonable delay in the performance of Work.
    48.2. District shall verbally and in writing promptly advise the Designer/Builder if the District becomes aware of any fault or defect in the Project, including any errors, omissions, or inconsistencies in the Designer/Builder's documents. Failure to provide such notice shall not relieve Designer/Builder of its responsibility therefore, if any.
    48.3. In the event Hazardous Materials are present at the Site, and unless the District and the Designer/Builder agree that a Hazardous Materials consultant shall be a consultant of the Designer/Builder, the District shall furnish the services of a Hazardous Materials consultant or other consultants when the services are requested in writing by Designer/Builder and deemed necessary by the District or are requested by the District. These services shall include: asbestos and lead paint survey; abatement documentation; and specifications related to said matters which are to be incorporated into documents prepared by Designer/Builder. If the hazardous materials consultant is furnished by the District and not a consultant of the Designer/Builder, the specifications shall include a note to the effect that they are included in the Designer/Builder's documents for the District's convenience and have not been prepared or reviewed by the Designer/Builder. The note shall also

Form of Agreement

direct questions about the specifications to its preparer. District shall be responsible for the abatement and certification of identified hazardous materials, as applicable.

48.4. District personnel and/or its designated representatives shall coordinate with Designer/Builder as may be requested and desirable for the coordination or management of work related to the Project.

48.5. District shall provide Designer/Builder all relevant information in District's possession regarding the Project that Designer/Builder needs to perform its Services. District shall provide this information in a timely manner.

48.6. Review the Designer/Builder's proposed schedule throughout the Project.

48.7. Oversee the Designer/Builder's quality assurance/control program.

48.8. Select Project Inspector with approval by the Designer/Builder.

48.9. Review and approve payment applications from the Designer/Builder.

48.10. Review construction progress and adherence to the schedule (and any recovery schedules).

48.11. Assist with the resolution of any disagreements.

48.12. Periodically report Project status to Facilities Subcommittee and Board of Education.

48.13. Assist with preparation of report to Legislative Analyst Office, 60 days after completion of Project.

48.14. Facilitate Project Post-Construction Interview (Lessons Learned/Best Practices).

49. **LIABILITY OF DISTRICT:**

49.1. Other than as provided in the Contract, District's financial obligations under the Contract shall be limited to the payment of the Contract Price. In no event shall District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with the Contract for the Services or Work.

49.2. District shall not be responsible for any damage to persons or property as a result of the use, misuse, or failure of any equipment used by Designer/Builder, or by its employees, even though such equipment be furnished or loaned to Designer/Builder by District.

Form of Agreement

CERTIFICATIONS TO BE COMPLETED BY DESIGNER/BUILDER

THE UNDERSIGNED MUST CHECK EACH BOX AND EXECUTE THIS FORM AND HEREBY CERTIFIES TO THE GOVERNING BOARD OF THE DISTRICT THAT:

- The undersigned is a representative of the Designer/Builder,
- The undersigned is familiar with the facts herein certified and acknowledged,
- The undersigned is authorized and qualified to execute this Agreement and these certifications on behalf of Designer/Builder and that by executing this Agreement undersigned is certifying the following items.

☐ **Labor Code Sections 1860-1861 (Workers' Compensation).** In accordance with Labor Code section 3700, every contractor will be required to secure the payment of compensation to his or her employees. I acknowledge and certify under penalty of perjury that I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

☐ **Government Code Sections 8355-8357 (Drug-Free Workplace).** I acknowledge and certify under penalty of perjury that I will provide a drug-free workplace by doing all of the following:

(1) 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 the actions that will be taken against employees for violations of the prohibition.
(2) Establishing a drug-free awareness program to inform employees about all of the following:
(A) The dangers of drug abuse in the workplace.
(B) The person's or organization's policy of maintaining a drug-free workplace.
(C) Any available drug counseling, rehabilitation, and employee assistance programs.
(D) The penalties that may be imposed upon employees for drug abuse violations.
(3) 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 also acknowledge that this Contract may be subject to suspension of payments under the contract or grant or termination of the contract or grant, or both, and the contractor or grantee thereunder may be subject to debarment, in accordance with the requirements of the above-referenced statute, if the contracting or granting agency determines that any of the following has occurred:

(1) The contractor or grantee has made a false certification under Section 8355.
(2) The contractor or grantee violates the certification by failing to carry out the requirements of subdivisions (a) to (c), inclusive, of Section 8355.

I also acknowledge that the Department of General Services shall establish and maintain a list of individuals and organizations whose contracts or grants have been canceled due to failure to comply with the above-referenced statute. This list shall be updated monthly and published each month. No state agency shall award a contract or grant to a person or organization on the published list until that person or organization has complied with the above-referenced statute.

Agreement

☐ **Tobacco-Free Environment**. Pursuant to, without limitation, 20 U.S.C. section 6083, Labor Code section 6400 et seq., Health & Safety Code section 104350 et seq. and District Board Policies, all District sites, including the Project site, are tobacco-free environments. Smoking and the use of tobacco products by all persons is prohibited on or in District property.

I acknowledge and certify under penalty of perjury that I am aware of the District's policy regarding tobacco-free environments at District sites, including the Project site and acknowledge and certify that I will adhere to the requirements of that policy and not permit any of my firm's employees, agents, subcontractors, or my firm's subcontractors' employees or agents to use tobacco and/or smoke on the Project site. The District also prohibits electronic cigarettes, "vaping" or similar product uses on District sites.

☐ **No Hazardous Materials.** I acknowledge and certify under penalty of perjury that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Designer/Builder's work on the Project for District. I have instructed our employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

(i) Asbestos and/or asbestos-containing material shall be defined as all items containing but not limited to chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite. Any or all material containing greater than one-tenth of one percent (.1%) asbestos shall be defined as asbestos-containing material. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the District's determination. The costs of any such tests shall be paid by Designer/Builder if the material is found to be New Hazardous Material.

(ii) All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material," will be immediately rejected and this Work will be removed at Designer/Builder's expense at no additional cost to the District.

The Designer/Builder must immediately notify the District within two (2) Business Days, if the Designer/Builder finds and before it disturbs, any material that the Designer/Builder believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, and requires removal to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

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

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

Because the Designer/Builder and its employees will be providing services for the District, and because the

Form of Agreement

Designer/Builder's work may disturb lead-containing building materials, **Designer/Builder is hereby notified** of the potential presence of lead-containing materials located within certain buildings utilized by the District. All school buildings built prior to 1993 are presumed to contain some lead-based paint until sampling proves otherwise.

(i) **Overview of California Law**

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

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

a. Demolition or salvage of structures where lead or materials containing lead are present;

b. Removal or encapsulation of materials containing lead;

c. New construction, alteration, repair, or renovation of structures, substrates, or portions thereof, that contain lead, or materials containing lead;

d. Installation of products containing lead;

e. Lead contamination/emergency cleanup;

f. Transportation, disposal, storage, or containment of lead or materials containing lead on the site or location at which construction activities are performed; and

g. Maintenance operations associated with the construction activities described in the subsection.

Because it is assumed by the District that all painted surfaces (interior as well as exterior) within the District contain some level of lead, it is imperative that the Designer/Builder, its workers and subcontractors fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials (including title 8, California Code of Regulations, section 1532. 1).

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

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

In 2008, the U.S. Environmental Protection Agency, issued a rule pursuant to the authority of Section 402(c)(3) of the Toxic Substances Control Act, requiring lead safe work practices to reduce exposure to lead hazards created by renovation, repair and painting activities that disturb lead-based paint (Renovation, Repair and Painting Rule). Renovations in homes, childcare facilities, and schools built prior to 1978 must be conducted by certified renovations firms, using renovators with accredited training, and following the work practice requirements to reduce human exposures to lead.

Designer/Builder, its workers and subcontractors must fully and adequately comply with all applicable laws, rules and regulations governing lead-based materials, including those rules and regulations appearing within

Form of Agreement

title 40 of the Code of Federal Regulations as part 745 (40 CFR 745).

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

(iii) **Designer/Builder's Liability**

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

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

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

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

I acknowledge and certify under penalty of perjury, that:

1. I have received notification of potential lead-based materials on the District's property;
2. I am knowledgeable regarding and will comply with all applicable laws, rules, and regulations governing work with, and disposal of, lead.

☐ **Imported Materials.** All soils, aggregate, or related materials ("Fill") that Designer/Builder, a Subcontractor, agent or supplier, in any way, provides or delivers and/or supplies to the Project Site shall be free of any and all hazardous material as defined in section 25260 of the Health and Safety Code, shall satisfy the requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, sections 21000 et seq. of the Public Resources Code ("CEQA"), and shall comply with the requirements of sections 17210 et seq. of the Education Code, including requirements for a Phase I environmental assessment acceptable to the State of California Department of Education and Department of Toxic Substances Control. I acknowledge that, to the furthest extent permitted by California law, the indemnification provisions in the Contract Documents apply to, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

☐ **Roofing Contract Financial Interest Certification (Public Contract Code § 3006)**

I, _____ [**Your Name**], _____ [**Firm Name**] certify that I have not offered, given, or agreed to give, received, accepted, or agreed to accept, any gift, contribution, or any financial incentive whatsoever to or from any person in connection with a roof project contract or subcontract on the Project. As used in this certification, "person" means any natural person, business,

Form of Agreement

partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.

I, _____ [**Your Name**], _____ [**Firm Name**] certify that I do not have, and throughout the duration of the Contract, I will not have, any financial relationship in connection with the performance of the Contract with any architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor that is not disclosed below.

I, _____ [**Your Name**], _____ [**Firm Name**] have the following financial relationships with an architect, engineer, roofing consultant, materials manufacturer, distributor, or vendor, or other person in connection with the following roof project contract:

Name of firm ("Firm"): _____
Mailing address: _____
Address of branch office used for this Project: _____
If subsidiary, name and address of parent company: _____

For Projects without substantive roofing components, check the following box and execute this certification:

☐ The Work on the Contract (1) does not include the replacement or repair of a roof or (2) is a repair of twenty five percent (25%) or less of the roof, (3) or is a repair project that has a total cost of twenty-one thousand dollars ($21,000) or less.

☐ **Iran Contracting Act Certification (Public Contract Code § 2204)**

Pursuant to Public Contract Code (PCC) section 2204, an Iran Contracting Act certification is required for solicitations of goods or services of one million dollars ($1,000,000) or more.

Designer/Builder shall complete **ONLY ONE** of the following three paragraphs.

☐ 1. Designer/Builder's Proposal is less than one million dollars ($1,000,000).

OR

☐ 2. Designer/Builder's Proposal is one million dollars ($1,000,000) or more, but Designer/Builder is **not** on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code § 2203(b), and Designer/Builder is not a financial institution extending twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OR

☐ 3. Designer/Builder's Proposal is one million dollars ($1,000,000) or more, but the District has given prior written permission to Designer/Builder to submit a proposal pursuant to PCC 2203(c) or (d). **A copy of the written permission from the District is included with Proposal**.

Form of Agreement

☐ **Russian Sanctions Certification**

On February 21, 2022, President Biden issued Executive Order 14065 ("**Federal Order**") imposing economic sanctions and prohibiting many activities including, but not limited to, investing in, importing to, exporting from, and contracting with, areas of Ukraine and in Russia. On March 4, 2022, California Governor Newsom issued Executive Order N-6-22 requiring state agencies to take steps to ensure any agency and entity under contract with state agencies comply with the Federal Order ("**State Order**").

The District requires the Designer/Builder, as a vendor with the District, to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including the orders and sanctions identified on the U.S. Department of the Treasury website.

If your Firm's contract with the District has a cumulative value of $5 million or more, your certification here constitutes your written response to the District, indicating:

(1) that your Firm is in compliance with the required economic sanctions of the Federal and State Orders;

(2) the steps your Firm has taken in response to Russia's actions in Ukraine, including, but not limited to, desisting from making new investments in, or engaging in financial transactions with, Russian entities, not transferring technology to Russia or Russian entities, and directly providing support to the government and people of Ukraine.

☐ **Lobbyist Certification**

The Designer/Builder and its subcontractors shall at all times comply with the lobbyist certification requirements as set forth below. Specifically, by checking the one applicable option below, Designer/Builder hereby represents and warrants to District the following:

☐ Designer/Builder and its subcontractors are not a "Lobbying Coalition," "Lobbying Firm," "Lobbyist" or "Lobbyist Employer" as those terms are defined in the Political Reform Act of 1974 (Gov. Code §§ 81000) (collectively "Lobbyist") and are not performing Services hereunder that would require registering as a Lobbyist.

☐ Designer/Builder and its subcontractors Services hereunder shall or may include lobbying. Designer/Builder and its subcontractors shall comply with all applicable District, local, state and/or federal policies, rules, regulations, statutes and requirements governing Lobbyists. In addition, the Designer/Builder shall maintain on file registering and reporting records for Lobbyists. These records shall be regularly maintained and updated by Designer/Builder and shall be available to District upon request or audit.

☐ **Conflict of Interest Certification**.

The Designer/Builder and its subcontractors shall at all times comply with the conflict of interest certification requirements as set forth below. Specifically, by checking the one applicable option below, Designer/Builder hereby represents and warrants to District the following:

Form of Agreement

☐ Designer/Builder and its subcontractors have read and understand the District's Conflict of Interest Code (Board Bylaw 9270) and, to the best of Designer/Builder's knowledge, there are no conflicts of interest that must be disclosed pursuant to the Conflict of Interest Code.

☐ Designer/Builder and its subcontractors have read and understand the District's Conflict of Interest Code and, Designer/Builder knows or has reason to believe that Designer/Builder has a conflict of interest that requires disclosure and Designer/Builder and its subcontractors shall comply with the applicable disclosure requirements of the District's Conflict of Interest Code. In addition, the Designer/Builder shall maintain on file statements of economic interests in accordance with applicable disclosure requirements. These records shall be regularly maintained and updated by Designer/Builder and shall be available to District upon request or audit.

I ACKNOWLEDGE AND CERTIFY UNDER PENALTY OF PERJURY THAT I AM DULY AUTHORIZED TO LEGALLY BIND THE DESIGNER/BUILDER TO ALL PROVISIONS AND ITEMS INCLUDED IN THESE CERTIFICATIONS, THAT THE CONTENTS OF THESE CERTIFICATIONS ARE TRUE, AND THAT THESE CERTIFICATIONS ARE MADE UNDER THE LAWS OF THE STATE OF CALIFORNIA.

Date: _____

Proper Name of Designer/Builder: _____

Signature: _____

Print Name: _____

Title: _____

Form of Agreement

CRIMINAL BACKGROUND INVESTIGATION / FINGERPRINTING CERTIFICATION
[CONSIDER KEEPING THIS CERTIFICATION EVEN IF NOT AT A SCHOOL SITE]

The undersigned does hereby certify to the governing board of the District that undersigned is a representative of the Designer/Builder, is familiar with the facts herein certified, is authorized and qualified to execute this certificate on behalf of Designer/Builder; and that the information in this Criminal Background Investigation / Fingerprinting Certification is true and correct.

1. **Education Code.** Designer/Builder has taken at least one of the following actions (check all that apply):

☐ **All Workers Fingerprinted.** The Designer/Builder has complied with the fingerprinting requirements of Education Code section 45125.1 with respect to all Designer/Builder's employees and all of its subcontractors' employees who interact with pupils, outside of the immediate supervision and control of the pupil's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237 (Designer/Builder shall "require each applicant for employment in a position requiring contact with minor pupils to submit two sets of fingerprints prepared for submittal by the employer to the Department of Justice for the purpose of obtaining criminal record summary information from the Department of Justice and the Federal Bureau of Investigation."). A complete and accurate list of Designer/Builder's employees and of all of its subcontractors' employees who may interact with District pupils during the course and scope of the Contract is attached hereto; and/or

☐ **Physical Barrier.** Pursuant to Education Code section 45125.2, Designer/Builder has installed or will install, prior to commencement of work, a physical barrier at the Project site, that will limit contact between Designer/Builder's employees and District pupils at all times; and/or

☐ **Continual Supervision by Fingerprinted Employee.** Pursuant to Education Code section 45125.2, Designer/Builder certifies that all employees will be under the continual supervision of, and monitored by, an employee of the Designer/Builder who the California Department of Justice has ascertained has not been convicted of a violent or serious felony. The name and title of the employee who will be supervising Designer/Builder's employees and its subcontractors' employees is:
Name: _____ **Title:** _____

☐ **Unoccupied Site**. The Work on the Contract is at an unoccupied school site and no employee and/or subcontractor or supplier of any tier of Contract shall come in contact with the District pupils.

2. **Megan's Law (Sex Offenders).** I have verified and will continue to verify that the employees of Designer/Builder that will be on the Project site and the employees of the Subcontractor(s) that will be on the Project site are **not** listed on California's "Megan's Law" Website (http://www.meganslaw.ca.gov/).

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

[MUST BE COMPLETED BY DESIGNER/BUILDER'S AUTHORIZED REPRESENTATIVE.] I certify that to the best of my knowledge, the contents of this disclosure are true, or are believed to be true.

Date: _____
Proper Name of Designer/Builder: _____
Signature: _____
Print Name and Title: _____

Form of Agreement

Form of Agreement

PERFORMANCE BOND
(100% of the amount of the Construction Phase)
(Note: Designer/Builders must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Hayward Unified School District**, ("District") and

_____, ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ Project ("Project" or "Contract")

which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

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

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

$ _____ DOLLARS,

lawful money of the United States, for payment to the District and will and truly be made pursuant to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally to:

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

In the event the Principal is declared by the District to be in breach or default in the performance of the Contract, then, after written notice from the District to the Surety, as provided for herein, the Surety shall either remedy the default or breach of the Principal or shall take charge of the Work of the Contract and complete the Contract with a Designer/Builder other than the Principal at its own expense; provided, however, that the procedure by which the Surety undertakes to discharge its obligations under this Bond shall be subject to the advance written approval of the District.
The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the District, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Designer/Builder shall fail to make full, complete, and satisfactory repair, replace, and totally protect the District from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Designer/Builder remains. Nothing herein shall limit the District's rights or the Designer/Builder's or Surety's obligations under the Contract, law or

Form of Agreement

equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder 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 Contract Documents or to the Work.

Any claims under this bond may be addressed to the Surety at the following address. This cannot be the Designer/Builder's broker for this bond, but must be an employee of the Surety or the Surety's legal counsel:

_____

_____

Attention: _____

Telephone No.: **(_____) _____-_____**

Fax No.: **(_____) _____-_____**

E-mail Address: _____

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

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

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

Form of Agreement

PAYMENT BOND -- Designer/Builder's Labor & Material Bond
(100% of the amount of the Construction Phase Services)
(Note: Designer/Builders must use this form, NOT a surety company form.)

WHEREAS, the governing board ("Board") of the **Hayward Unified School District**, ("District") and

_____, ("Principal")

have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

_____ Project ("Project" or "Contract")

which Contract dated _____, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Contract price, to secure the claims to which reference is made in the Civil Code of California, including section 9100, and the Labor Code of California, including section 1741.

NOW, THEREFORE, the Principal and _____ ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the penal sum of:

$ _____ DOLLARS,

lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made pursuant to all applicable statutes and laws applicable to the provisions herein. Principal and Surety, each of us, bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, to those applicable statutes and laws, and to the provisions herein.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, equipment, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to that work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under sections 9000 through 9566 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the Contract or to the Work to be performed thereunder 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 Contract Documents or to the Work.

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

Principal	**Surety**
_____	_____
(Name of Principal)	(Name of Surety)
_____	_____
(Signature of Person with Authority)	(Signature of Person with Authority)
_____	_____
(Print Name)	(Print Name)
	_____
	(Name of California Agent of Surety)
	_____
	(Address of California Agent of Surety)
	_____
	(Telephone Number of California Agent of Surety)

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

Form of Agreement

Exhibit A

SCOPE OF WORK

[THE FOLLOWING SCOPE REPRESENTS THE DISTRICT'S CURRENT UNDERSTANDING OF THE PROJECT AND CONTAINS GENERAL REQUIREMENTS THAT CAN BE REVISED IF REQUIRED.]

The Parties acknowledge and agree that the Designer/Builder's Proposal for this Project is not incorporated into this Contract.

General Scope: Design (preparation of plans and specifications), construction, installation, programming, field testing, training, and commissioning for the _____ Project.

Article 1. DESIGN SERVICES

1.1. During the course of all Work, Designer/Builder will meet with District to review Project specifications, the Project Schedule, conceptual documents, design documents, the Quality Assurance Plan and basis of design.

1.2. During course of all Work, Designer/Builder will meet with District to review equipment, scope of work, and installation plans that relate to the design and construction of the Project.

1.3. Although the Parties acknowledge that the Designer/Builder's Services are not completely severable between design, procurement, installation, construction, commissioning, programming, field testing, and training, the following scope of services will be generally referred to as the Services that the Designer/Builder shall perform during the Design Phase Services and during the Construction Phase of the Project, for the scope of work for which Designer/Builder is designing the Project, which shall be as indicated in the Construction Documents.

1.4. Scope, Responsibilities, and Services of Designer/Builder

1.4.1. Designer/Builder shall provide Services that shall comply with professional engineering standards, recognized industry standards professional skill and judgment, and applicable requirements of federal, state, and local law.

1.4.2. Designer/Builder agrees to design and construct the Project in consideration for the District's payment up to the Contract Price, which may only be adjusted pursuant to the provisions of this Contract.

1.4.3. During the Design Phase Services, Designer/Builder shall conduct value engineering analysis on building components to determine the best value based on initial cost, life expectancy, cost of operation and maintenance.

1.4.4. Designer/Builder shall prepare and update at each document submittal milestone, detailed estimates of cost of construction to substantiate that the Project will not exceed the Contract Price.

1.4.5. Prepare and update monthly the detailed construction schedule to confirm the Project delivery within the milestones as set forth in **Exhibit B**.

1.4.6. Designer/Builder acknowledges that all California school districts are now obligated to develop and implement storm water requirements.

1.4.7. Designer/Builder is responsible to include in its schedule District quality assurance reviews of deliverables prepared during Design Phase Services.

Form of Agreement

1.4.8. During the course of the Work, and at least weekly, Designer/Builder shall provide reports to the District of the general status and progress of the Work appropriate for dissemination to community and end-users. Report shall include Budget, Schedule, Scope, Quality and Communication.

1.4.9. Designer/Builder shall receive written approval by the District before proceeding with each phase of the Design Phase Services and before commencing the Construction Phase.

1.4.10. At the conclusion of each phase of the Design Phase, Designer/Builder shall prepare and submit to the District an estimate for the cost of the Construction Phase Services ("**Cost Estimate(s)**"). Designer/Builder acknowledges that the purpose of the Cost Estimate(s) is to ensure that the cost of the applicable Construction Phase Services shall not exceed the Contract Price associated with Construction Phase Services. If there is a Contingency, Contingency preparation and use shall comply with the Contract Documents. If at any time during Design Phase Services, Designer/Builder believes that the cost of Construction Phase Services shall exceed the cost indicated in the Contract Price, Designer/Builder shall immediately notify the District.

1.4.11. Designer/Builder shall submit with each phase an estimate of the cost of construction. Any and all contingencies shall be reviewed and approved by the District.

1.4.12. Designer/Builder shall maintain consistency of formatting all documents during the Design Phase Services and during the Construction Phase throughout for all engineering disciplines and subcontractors.

1.4.13. Designer/Builder will conduct an economic analysis by evaluating the relative cost effectiveness of alternative building-related systems or components at each phase in the Design Phase Services.

1.4.14. Designer/Builder shall contract for or employ at Designer/Builder's expense, consultant(s) to the extent deemed necessary for completion of its Services on the Project Nothing in the foregoing procedure shall create any contractual relationship between the District and any consultant employed by the Designer/Builder under terms of the Contract.

1.4.15. Designer/Builder is responsible for all areas of contract administration, including but not limited to Document Controls, Project Cost Controls, Project Scope control, Schedules, Communication, Quality Assurance and Control, and Value-Engineering Studies. All documents shall be available to the District in PDF digital format. The Designer/Builder shall review on-going contract administration and deliverables during the Construction Phase with the District prior to commencement of the Construction Phase Services. The Designer/Builder shall provide the District with any and all software required to review its documentation and/or submittals.

1.4.16. The District shall provide to Designer/Builder information and documentation that the District currently has related to the Site including geotechnical reports, topographic surveys, and related items. If Designer/Builder believes that the information or documentation the District provides is insufficient for purposes of design or if the Designer/Builder believes it needs additional information, including a topographical survey; geotechnical report; structural, mechanical, and/or chemical tests; tests for air and/or water pollution; test borings; test pits; determinations of soil bearing values; determinations of the location of all subsurface utilities; percolation tests; ground corrosion tests; resistivity tests; tests for hazardous materials; tests for anticipating subsoil conditions; and/or other tests reasonably related to performance of the Project, the Designer/Builder shall inform the District of that fact and the Parties shall mutually agree on the items required and the process and responsibility to procure those items.

1.4.17. Designer/Builder shall coordinate with District personnel and/or its designated

Form of Agreement

representatives as may be requested and desirable, including with other professionals employed by the District for the design, coordination, or management of other work on the Site.

1.4.18. Where applicable, Designer/Builder shall identify the authorities having jurisdiction over essential building and design elements and coordinate with and implement the requirements of the regulatory agencies or their authorized agents, including, without limitation, the DGS (if applicable), Fire/Life Safety, access compliance, structural safety, State and local Fire Marshal, County and City Health Inspectors and any regulatory office or authority having jurisdiction or supervision construction projects.

1.4.19. If applicable, Designer/Builder shall provide Services required to obtain the approval of any authorities having jurisdiction (e.g., City, County, etc.) for off-Site work related to the Project including review by regulatory agencies having jurisdiction over the Project.

1.4.20. Designer/Builder shall coordinate with the District's Inspector(s).

1.4.21. Designer/Builder shall coordinate with the District's other consultants on the Project, including, but not limited to the construction manager, building enclosure commissioning consultant, systems commissioning consultant, and cost estimator.

1.4.22. Designer/Builder shall use its best efforts to provide pictures downloaded to computer files, updated as requested by the District, that the District may use on its website. Pictures shall be limited to Designer/Builder's Project scope.

1.4.23. Designer/Builder Deliverables shall include but are not limited to (for applicable phases):

1.4.23.1. Design Phase Deliverables.

1.4.23.1.1. Issues Log.

1.4.23.1.2. All documents evidencing Designer/Builder's compliance with the Subcontractor Procurement Process attached hereto in **Exhibit F**.

1.4.23.1.3. Final Project Schedule and, if applicable, Phasing Plan for Construction.

1.4.23.1.4. Schedule of Values.

1.4.23.2. Construction Deliverables.

1.4.23.2.1. Project Management Plan.

1.4.23.2.1.1. Update as required.

1.4.23.2.2. Safety Plan

1.4.23.2.2.1. Safety Site Inspections.

1.4.23.2.2.2. Site Inspections.

1.4.23.2.3. Monthly Project status report with progress photos.

1.4.23.2.4. Monthly Community Newsletter.

1.4.24. As part of the Services, Designer/Builder is **NOT** responsible for the following, however, it shall coordinate and integrate its Work with any of the following information and/or services provided by District:

1.4.24.1. Ground contamination or hazardous material analysis.

1.4.24.2. Any asbestos and/or lead testing, design, or abatement.

1.4.24.3. Compliance with CEQA.

1.5. Designer/Builder Staff

Form of Agreement

1.5.1. The Designer/Builder shall not change any of the key personnel without prior written approval by District, unless said personnel cease to be employed by Designer/Builder. In either case, District shall be allowed to interview and approve replacement personnel. Such approval shall be within the District's sole discretion.

1.5.2. If any designated lead or key person fails to perform to the reasonable satisfaction of the District, then upon written notice the Designer/Builder shall have five (5) days to remove that person from the Project and replace that person with one reasonably acceptable to the District.

1.5.3. Designer/Builder shall comply with Education Code section 17302(a) and agrees that any plans and/or specifications included in the Services shall be prepared under the supervision of licensed personnel, and that licensed personnel shall be in "responsible charge" of persons who observe the construction.

1.6. Certificate of Designer/Builder. Designer/Builder certifies that the Designer/Builder is properly licensed under the laws and regulations of the State of California to provide the professional Services that it has herein agreed to perform.

1.7. <u>Early Procurement and Storage of Materials, Supplies, and Equipment.</u>

1.7.1.1. Early Purchase Item(s). The term "**Early Purchase Item(s)**" means material(s), supply(ies) and equipment for the Project identified in Designer Builder's Early Purchase Proposal to be purchased early based on the terms set forth hereunder, and in the quantities and at the price indicated in the Early Purchase Proposal, except that, if applicable, the Early Purchase Allowance (as defined below) is an amount set aside for Potential Purchase Item(s) (as defined below) and is not a cost to which Designer/Builder is entitled unless otherwise provided.

1.7.1.2. Early Purchase Proposal. The term "**Early Purchase Proposal**" means the proposal that Designer/Builder will submit to the District identifying Early Purchase Item(s) and the associate quantities and price for each Early Purchase Item as well as the Total Early Purchase Price (as defined below).

1.7.1.3. Early Purchase Price & Total Purchase Price. The term "**Early Purchase Price**" means the individual price per item for one (1) Early Purchase Item as indicated in the Early Purchase Proposal. The term "**Total Early Purchase Price**" is the total cost of Early Purchase Items in the Early Purchase Proposal inclusive any additional costs, including, without limitation, delivery, tax, and freight.

1.7.1.4. Option for Early Purchase of Materials, Supplies, and Equipment. In the District's sole discretion, prior to the District's issuance of an NTP for Construction Phase Services, the District may direct Designer/Builder to purchase the Early Purchase Item(s) consistent with the requirements hereunder. Designer/Builder shall submit to the District an Early Purchase Proposal setting for the Early Purchase Items, the associated Early Purchase Price, and the Total Early Purchase Price. The District will review the Early Purchase Proposal and provide Designer/Builder authorization in writing to commence the purchase of the Early Purchase Items.

1.7.1.5. Authorization & Evidence of Order. Within **three (3)** calendar days of Designer/Builder's receipt of the District's authorization to purchase the Early Purchase Item(s), Designer/Builder shall provide the District with a purchase order, bill of sale, invoice, or any other document demonstrating that Designer/Builder has ordered the Early Purchase Item(s).

1.7.1.6. Payment. District shall pay Designer/Builder **Ninety-Five Percent** (**95%**) of the Early Purchase Price for each Early Purchase Item within thirty (30) days of delivery of the Early Purchase Item(s) to (1) a Site or (2) off-site as permitted and approved by the

Form of Agreement

District pursuant to the Terms and Conditions to the Contract. When any Early Purchase Payment becomes due as set forth above, Designer/Builder shall submit an invoice to the District requesting that the District make any applicable Early Purchase Payment.

1.7.1.7. Retention. District shall retain **Five Percent** (**5%**) of the amount owed to Designer/Builder from each Early Purchase Payment. Upon issuance of a Notice to Proceed for Construction Phase Services, Designer/Builder agrees that all retained amounts held from any Early Purchase Payment shall become part of the "Retention" for the Project pursuant to the Terms and Conditions of the Contract. Retention shall be released when the Designer/Builder achieves Completion of the Project consistent with the Terms and Conditions of the Contract.

1.7.1.8. Early Purchase Item Allowance. This Agreement includes an allowance for the early purchase of additional material(s), supply(ies) and equipment ("**Potential Purchase Item(s)**"). This amount ("**Early Purchase Allowance**") will be agreed to at a later date between the Parties and that the District may use in its sole discretion, subject to the requirements below. The Parties agree and acknowledge that no portion of the Early Purchase Allowance is due and payable to the Designer/Builder unless the conditions below for Early Purchase Allowance use and all other requirements related to Early Purchase Item(s) are satisfied. Any unused portion of the Early Purchase Allowance shall be retained by the District.

1.7.1.9. Deduction from Contract Price. Designer/Builder agrees and acknowledges that Total Early Purchase Price for the Early Purchase Item(s) is a component of the cost of Construction Phase Services. If District makes payment of any portion of the Total Early Purchase Price prior to the District issuing the NTP for Construction Phase Services, the District shall direct Designer/Builder to:

1.7.1.9.1. Deduct any portion of the Total Early Purchase Price paid to Designer/Builder from the cost for Construction Phase Services; **or**

1.7.1.9.2. Include any paid portion of the Total Early Purchase Price in the cost for Construction Phase Services and Designer/Builder will prepare a Schedule of Values consistent with the "Schedule of Values" section below that indicates that the District has paid for the Early Purchase Items.

1.7.1.10. Schedule of Values. If Designer/Builder prepares a Schedule of Values for construction of the Project that includes the Early Purchase Item(s), Designer/Builder shall include a line item(s) for each Early Purchase Item consistent with the requirements of the Terms and Conditions of the Contract.

1.7.1.11. Storage and Related Requirements.

1.7.1.11.1. Designer/Builder shall comply with all requirements in Terms and Conditions of the Contract related to the storage of equipment and materials when Designer/Builder stores the Early Purchase Item(s).

1.7.1.11.2. If Designer/Builder intends to store off-site any Early Purchase Item(s), Designer/Builder shall comply with all requirements Terms and Conditions of the Contract related to off-site storage.

1.7.1.11.3. In addition to the insurance requirements of this Agreement, Designer/Builder shall ensure that its policies of insurance comply with all requirements set in Terms and Conditions of the Contract related to procuring insurance coverage to protect District property.

Form of Agreement

1.7.1.12. No Adjustment to the Contract Price and/or Contract Time. Designer/Builder agrees and acknowledges that this process for the early purchase of equipment and materials is a contractual mitigation measure so the Parties can avoid increased costs and delay(s) to the construction of the Project that may arise from factors including supply chain challenges. The District's direction to Designer/Builder to comply with this process hereunder shall in no way entitle the Designer/Builder to an increase in the Contract Price or an extension of the Contract Time after the issuance of the Notice to Proceed for the construction Work of the Project, unless otherwise permitted by, and consistent with the requirements of, Terms and Conditions of the Contract.

1.7.1.13. Upon the District's receipt and approval of the above-referenced items, the District shall review and shall determine whether to approve of final pricing. Any approval by the District shall be made in writing in its sole and absolute discretion.

1.8. **O&M Manuals / Warranties.** Designer/Builder shall review equipment, operation and maintenance manuals, and a complete set of warranty documents for all equipment and installed materials and systems, to ensure that they meet the requirements of the plans and specifications. The Designer/Builder shall deliver one hard copy sets and electronic PDF set of the O&M Manuals / Warranties to the District at completion of the construction and it shall be a condition precedent to the District's approval of the Designer/Builder's final payment.

1.8.1. Training and videos shall be provided for all major equipment installation.

1.8.2. All products and equipment will include manufacturer's warranty and labor installation guarantee.

1.8.3. O&M Manuals and Warranties will be in PDF digital format packaged for the Project with an outline of information included in the package and a schedule of warranty periods for each product or equipment determined at beneficial occupancy or filing of Notice of Completion.

1.9. **Design Errors.** Designer/Builder shall be solely responsible for all design errors and for the correction of same at no additional cost to District, including, but not limited to, errors, inconsistencies or omissions in the Construction Documents, and errors, omissions and inconsistencies that do not conform to the standards established Contract Documents.

1.10. **Subcontractor Procurement / Construction Phase Cost Negotiations.** Designer/Builder shall solicit and procure subcontractors pursuant to the Subcontractor Procurement Process attached hereto as **Exhibit F**.

Article 2. CONSTRUCTION PHASE SERVICES

2.1. **General**

2.1.1. Designer/Builder shall design, install, construct, field test, commission, and program the Work at the Site. The Work shall be installed and constructed to conform to AHJ requirements and all applicable building codes. Designer/Builder's Work shall include meetings and discussions as needed with AHJ and others as needed to achieve Project approval.

2.1.2. Construction Services shall commence only upon the District's issuance of a Notice to Proceed for Construction Phase services and the Parties' execution of the Construction Amendment. The District may issue more than one Notice to Proceed for Construction Phase Services depending on the phasing of those services.

2.1.3. Designer Builder's performance of Work for Construction Phase Services shall comply with all requirements of the Contract, including, without limitation, the Terms and Conditions of this Contract.

Form of Agreement

2.1.4. In addition to all other requirement herein, the Designer/Builder shall comply with all requirements of the Plans and Specifications referenced herein in **Exhibit E.**

2.1.5. Upon Designer/Builder's completion of Construction Phase Services, the Designer/Builder shall provide the District with all required deliverables.

2.2. **AHJ Approvals & Permits**. Designer/Builder, its designers, contractors, and inspectors shall provide documentation required for all approvals by AHJ.

2.3. Commissioning

2.3.1. Summary

2.3.1.1. Commissioning is a process for validating and documenting that the facility and its systems are constructed and perform in conformity with the Contract.

2.3.1.2. The objective of the commissioning process is to verify that the performance of the systems meet or exceed the design intent.

2.3.1.3. Commissioning includes special facility start-up processes used to bring the system to a fully operational state, free of deficiencies in an efficient and timely manner.

2.3.1.4. Training on related systems and equipment operation and maintenance shall be scheduled to commence only after start-up is complete and systems are verified to be 100% complete and functional.

2.3.2. Description

2.3.2.1. Designer/Builder Startup: prior to District's acceptance of Work, Designer/Builder shall perform a program of activities including starting, testing, inspecting, adjusting balancing, correcting deficiencies and other similar activities.

2.3.2.2. Fine Tuning: Fine tuning is the responsibility of Designer/Builder after District occupancy and ending one year after District occupancy. During this time, the Designer/Builder is responsible for optimizing systems and correcting deficiencies arising under normal operating conditions.

2.3.2.2.1. Includes a period after occupancy where systems are optimized under "live" operating conditions and any outstanding construction deficiencies are corrected.

2.3.2.2.2. Fine Tuning shall extend from date of District occupancy to one year after occupancy.

2.3.2.2.3. The Designer/Builder is to include in its Building Life Cycle Cost Analysis the Commissioning scope of work.

2.3.3. The Commissioning process includes, but is not limited to:

2.3.3.1. Designer/Builder's Pre-Commissioning Checklists: Includes installation and start-up items as specified to be completed by the appropriate contractors prior to operational verification through the functional testing process.

2.3.3.2. Installation Verification Process: Includes the on-site inspection and review of related system components for conformance to the Contract. The Designer/Builder shall verify systems readiness for functional testing procedures prior to the start of functional testing. Deficiencies will be documented by the District and the IOR for future resolution.

2.3.3.3. Functional Performance Testing Process: Includes the documented testing of system parameters, under actual or simulated operating conditions. Final performance commissioning of systems will begin only after the appropriate Designer/Builder

Form of Agreement

certifies that systems are 100% complete and ready for functional testing. The contractors will be required to schedule, coordinate and perform device tests, calibration and functional performance test procedures.

2.3.3.4. Deficiencies and Resolutions List: Includes a list of noted deficiencies discovered as a result of the commissioning process. This list also includes the current disposition of issues, and the date of final resolution as confirmed by the District and the IOR Deficiencies are defined as those issues where products execution or performance does not satisfy the Contract and/or the design intent.

2.3.4. Commissioning Duties and Responsibilities

2.3.4.1. Designer/Builder Duties and Responsibilities:

2.3.4.1.1. Assure the participation and cooperation of subcontractors and suppliers under their jurisdictions as required to complete the commissioning process.

2.3.4.1.2. Complete Commissioning Report Forms. Reports are to be completed in a neat easily readable condition.

2.3.4.1.3. Complete the respective start-up and check out procedures and insure readiness of equipment and systems prior to the start of the functional performance testing. Written confirmation of system readiness for performance testing is required.

2.3.4.1.4. Provide qualified representatives for the functional performance commissioning process.

2.3.4.2. Assure that all subcontractors and suppliers include in their respective contracts cost necessary to participate in and complete the commissioning process.

2.3.4.3. Duties and responsibilities of others for Commissioning: The commissioning process requires the active participation of the District and the IOR, and any other related Consultants on the Project.

Article 3. PROJECT DESCRIPTION

See Section 1 of the Contract.

Article 4. ADDITIONAL CLARIFICATIONS TO THE SUMMARY OF WORK

[INSERT ADDITIONAL CLARIFICATIONS TO THE SUMMARY OF WORK, IF ANY, AS APPLICABLE AND NECESSARY]

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Exhibit B

PROJECT SCHEDULE
(MILESTONE SCHEDULE)

The days indicated below will begin once the District issues a Notice to Proceed for the Project. The Parties acknowledge the following:

- The District intends to issue a Notice to Proceed for the Project on or before _____, 20_____.

- Except for the Project Completion milestone date indicated herein, the other milestone dates are for reference only. Any delay in achieving the milestone dates indicated herein shall not be a basis upon which Designer/Builder can request an extension of the last milestone – Project Completion.

- Designer/Builder shall have no right to request additional time to perform the Work unless the condition(s) constitute a Force Majeure event as defined in the Contract or Adverse Weather as indicated in this Exhibit.

Milestone	Date to Complete	Liquidated Damages per Site, per Calendar Day
District Issues a Notice to Proceed for Design Phase Services	_____, 20__	n/a
District Issues a Notice(s) to Proceed for Construction Phase Services	_____, 20__	n/a
Construction Mobilization	_____, 20__	n/a
Commissioning	_____, 20__	n/a
Project Completion and Permission to Operate from Utility	_____, 20__	

- The Designer/Builder shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Project Schedule, and to protect the Work under construction from the effects of weather, all at no further cost to the District.

- The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

Form of Agreement

Exhibit C

DETAILED PROJECT COST VALUES
AND
OTHER PRICING COMPONENTS

Hayward Unified School District
Design-Build Project Cost Breakdown

DESIGNER/BUILDER SHALL PREPARE THIS PRICING DOCUMENT FOR EACH SITE.

[Designer/Builder may add and/or revise subdivisions or components as outlined in this sample form and format as applicable to the Project.]

Design through Submittal to AHJ	$_____
General Requirements / General Conditions	$_____
Project Manager	$_____
Communications	$_____
Count/City/Etc. Fees	$_____
Testing	$_____
Punch-List	$_____
Clean Up	$_____
Miscellaneous	$_____
Subtotal	**$_____**
Installation	$_____
Subtotal	**$_____**
Bonds	$_____
Insurance	$_____
Overhead & Profit	$_____
Contingency	$_____
Allowances	$_____
(Preliminary) Project Cost	**$_____**

Other Contract Price Components

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Exhibit D

DISTRICT'S RULES AND REGULATIONS

[BECAUSE THE SITE IS NO LIKELY A SCHOOL SITE, DISTRICT TO CONFIRM WHICH OF THESE ARE APPLICABLE OR IF THERE ARE OTHER RULES TO PROVIDE TO DBE.]

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

2. **Maintaining Services**. Interruption and/or periods of shutdown of public access, electrical service, water service, lighting, or other utilities may be required in connection with the Project. These shall be only as arranged in advance with the District. Designer/Builder shall provide temporary services to all facilities in use that are interrupted by Designer/Builder's Work.

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

4. **Alcohol & Firearms**. Designer/Builder shall ensure that no alcohol, firearms, weapons, or controlled substances enter or are used at the Site. Designer/Builder shall immediately remove from the Site and terminate the employment of any employee(s) found in violation of this provision.

5. **Work during Instructional Time**. Designer/Builder affirms that Work may be performed during ongoing instruction in existing facilities. If so, Designer/Builder agrees to cooperate to the best of its ability to minimize any disruption to the school up to, and including, rescheduling specific work activities, at no additional cost to District.

6. **No Work during Student Testing**. Designer/Builder shall, at no additional cost to the District and at the District's request, coordinate its Work to not disturb District students including, without limitation, not performing any Work when students at the Sites are taking State-required tests.

7. **Badge Policy For Designer/Builders**. All Designer/Builders doing Work for the District will provide their workers with identification badges. These badges will be worn by all members of the Designer/Builder's staff who are working in a District facility.

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

        7.1.1. Name of Designer/Builder
        7.1.2. Name of Employee
        7.1.3. Designer/Builder's address and phone number

    7.2. Badges are to be worn when the Designer/Builder or his/her employees are on site and must be visible at all times. Designer/Builders must inform their employees that they are required to allow District employees or the Project Inspector to review the information on the badges upon request.

Form of Agreement

7.3. Failure to display identification badges as required by this policy may result in the assessment of fines against the Designer/Builder.

8. **Language.** Unacceptable and/or loud language will not be tolerated, "cat calls" or other derogatory language toward students or public will not be allowed.

9. Disturbing the Peace (Noise and Lighting).

9.1. Designer/Builder shall observe the noise ordinance of the Site at all times including, without limitation, all applicable local, city, and/or state laws, ordinances, and/or regulations regarding noise and allowable noise levels.

9.2. The use of radios, etc., shall be controlled to keep all sound at a level that cannot be heard beyond the immediate area of use. The District reserves the right to prohibit the use of radios at the Site, except for handheld communication radios (e.g., Nextel phones or radios).

9.3. If portable lights are used after dark, all light must be located so as not to direct light into neighboring property.

9.4. Equipment and impact tools shall have intake and exhaust mufflers.

9.5. Designer/Builder shall cooperate with District to minimize and/or seize the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

9.6. Designer/Builder acknowledges that adjacent facilities may remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

9.7. Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the District a minimum of forty-eight (48) hours in advance of their performance.

10. **Utility Shutdowns And Interruptions.**

10.1. Designer/Builder shall give the District a minimum of three (3) days written notice in advance of any need to shut off existing utility services or to effect equipment interruptions. The District will set exact time and duration for shutdown, and will assist Designer/Builder with shutdown. Work required to re-establish utility services shall be performed by the Designer/Builder.

11. Traffic.

11.1. Driving on the Premises shall be limited to periods when students and public are not present. If driving or deliveries must be made during the school hours, two (2) or more ground guides shall lead the vehicle across the area of travel. In no case shall driving take place across playgrounds or other pedestrian paths during recess, lunch, and/or class period changes. The speed limit on-the Premises shall be five (5) miles per hour (maximum) or less if conditions require.

11.2. All paths of travel for deliveries, including without limitation, material, equipment, and supply deliveries, shall be reviewed and approved by District in advance. Any damage will be repaired to the pre-damaged condition by the Designer/Builder.

11.3. The District shall designate a construction entry to the Site. If Designer/Builder requests, the District determines it is required, and to the extent possible, the District shall designate a staging area so as

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not to interfere with the normal functioning of school facilities, if any. Location of gates and fencing shall be approved in advance with the District and at Designer/Builder's expense.

11.4. Parking areas shall be reviewed and approved by District in advance. No parking is to occur under the drip line of trees or in areas that could otherwise be damaged.

12. Barriers and Enclosures.

12.1. Designer/Builder shall obtain the District's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

12.2. Designer/Builder shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Designer/Builder shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

12.3. Designer/Builder shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

13. Tree and Plant Protection.

13.1. Designer/Builder shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.

13.2. Designer/Builder shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.

13.3. Designer/Builder shall not park trucks, store materials, perform Work or cross over landscaped areas. Designer/Builder shall not dispose of paint thinners, water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the District and at Designer/Builder's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the District.

13.4. Designer/Builder shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Designer/Builder's expense.

14. Excavation around Trees.

14.1. Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the District.

14.2. Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the District. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the District. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

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14.3. Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.

14.4. Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

14.5. Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap and temporarily supported and protected from damage until permanently relocated and covered with backfill.

14.6. Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

15. Security.

15.1. The Designer/Builder shall be responsible for Project security for materials, tools, equipment, supplies, and completed and partially completed Work.

16. Dust and Dirt.

16.1. Designer/Builder shall conduct demolition and construction operations to minimize the generation of dust and dirt, and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.

16.2. Designer/Builder shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

16.3. Designer/Builder shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

16.4. Designer/Builder shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

17. Job Sign(s): Signs other than a District-approved Project sign and/or signs required by law, for safety, or for egress, shall not be permitted, unless otherwise approved in advance by the District.

18. Publicity Releases. Designer/Builder shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

19. Infectious Disease. Designer/Builder shall comply with all of the "Infectious Disease" provisions in the Contract Documents related to the Designer/Builder's staffing requirements and its compliance with all applicable and existing federal, state, and/or local statutes, orders, rules, regulations, ordinances, and/or directives relating to construction site safety in connection with any Infectious Disease.

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Exhibit E

LIST OF PLANS AND SPECIFICATIONS

[INSERT/REVISE PERTINENT PLANS AND SPECIFICATIONS AS APPROPRIATE]

The Parties agree to amend the Contract and replace this **Exhibit E** after execution of the Construction Amendment(s) to include those technical plans, drawings, or specifications relevant to Designer/Builder's Scope of Work and required for plan check and permitting.

Plans:

Specifications:

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Exhibit F

SUBCONTRACTOR PROCUREMENT PROCESS

If the Designer/Builder submitted a final price in its Proposal for this Project at the time it is competing against other Designer/Builders, the Designer/Builder must comply with the applicable subcontractor procurement requirements of Education Code section 17250.35, but may otherwise select subcontractors based on its own non-discriminatory process.

If the District issues an RFQ/P and selects one Designer/Builder who will later provide a final price for this Project, that Designer/Builder shall, in addition to all legal requirements, including without limitation Education Code section 17250.35, take the following steps when the District directs the Designer/Builder to procure Subcontractors so that Designer/Builder can provide a final Contract Price for construction of the Project.

Bidding for Subcontractor Work. Designer/Builder's procurement/bidding for its Subcontractors shall comply with the requirements set forth in Education Code section 17250.65 and as required by the District. The subcontractor procurement process for all Designer/Builder's subcontractors performing work valued in excess of ½ of 1% of the Contract Price shall be the following:

1. **Public Notice**. Designer/Builder shall "provide public notice of availability of work to be subcontracted" and provide "a fixed date and time on which qualifications statements, bids, or proposals will be due" to solicit Subcontractors in compliance with statutory requirements and the District's process. (Ed. Code §, 17250.65(b)(1).) **The District intends to work with the Designer/Builder to issue an advertisement to solicit Subcontractors in compliance with statutory requirements and the District's process. Designer/Builder's Subcontractor advertisement must be approved by the District prior to publication.**

2. **District Review of Bid Packages and Notice.** At least fourteen (14) days prior to the bidding of subcontractor bid packages, Designer/Builder shall provide the District with a copy of the written notice it will publish (including newspaper advertising) to solicit subcontractors, and the subcontractor bid packages for each scope of work. The District reserves the right to request that Designer/Builder reasonably revise its published notice and adjust bid packages.

3. **Three Bona Fide Bids.** Designer/Builder is required to receive **at least** three (3) bona fide bids from subcontractors for all scopes of Work on the Project that constitute more than five percent (5%) of the total Project scope of Work. Prior to the Designer/Builder seeking bids, the District may, in its sole discretion, and upon Designer/Builder's written request, authorize Designer/Builder to utilize a different minimum number of bona fide bids from subcontractors.

4. **Prequalification.** Designer/Builder's subcontractors performing work valued in excess of ½ of 1% of the GPC must comply with the following:

    a. **MEP Prequalification.** If the Project has electrical, mechanical, and plumbing components that will be performed by subcontractors performing under the following license classification(s) (C-4, C-7, C-10, C-16, C-20, C-34, C-36, C-38, C-42, C-43, and/or C-46; "**MEP Subcontractor(s)**"), and those MEP Subcontractors will be first-tier subcontractors to the contractor, those MEP Subcontractors must be prequalified with the District to be eligible to be included in a Designer/Builder's proposal. MEP Subcontractors shall prequalify with the District utilizing the District's Prequalification Questionnaire. **The District highly recommends that the Designer/Builder informs all of its potential MEP Subcontractors that must be prequalified to**

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immediately complete the prequalification process to ensure their eligibility to be included as MEP Subcontractors for the Project.

b. **Non-MEP Subcontractor Prequalification Criteria and Standards.** For this Project, Designer/Builder may **NOT** prequalify non-MEP subcontractors solicited for work on this Project, unless the Designer/Builder provides any prequalification or qualification criteria, process or questionnaire to the District for approval at least fourteen (14) days prior to the bidding of subcontractor bid packages.

c. **LIMIT ON "BEST VALUE" SELECTION.** DESIGNER/BUILDER ACKNOWLEDGES THAT THIS PROCESS – THE PREQUALIFICATION OR ANY ASSOCIATED QUALIFICATION PROCESS – IS THE ONLY "BEST VALUE" SELECTION PROCESS AS IDENTIFIED IN EDUCATION CODE SECTION 17250.35 THAT THE DISTRICT HAS APPROVED FOR THIS PROJECT. THE DESIGNER/BUILDER MAY REQUEST, AT LEAST FOURTEEN (14) DAYS PRIOR TO THE BIDDING OF SUBCONTRACTOR BID PACKAGES, THAT THE DISTRICT APPROVE OTHER SELECTION PROCESS(ES) OR CRITERIA THAT THE DESIGNER/BUILDER DESIRES TO IMPLEMENT ON THIS PROJECT. DESIGNER/BUILDER CAN ONLY IMPLEMENT THOSE IF THE DISTRICT PRE-APPROVES THEM, IN ITS SOLE DISCRETION.

5. **Open-Book / Bid Opening**. Designer/Builder shall invite the District to attend all bid opening(s) for the Project and shall within 48 hours of the bid opening(s) provide copies or access to all bid documents provided by all Subcontractors.

6. **Missing Scopes of Work in Subcontractor Bids ("Bid Leveling").** When Designer/Builder has received all Subcontractor bids, Designer/Builder shall identify all scope(s) of construction Work for which Designer/Builder did not receive a bid and provide a written justification as to why the scope(s) of construction Work was either not included in a subcontractor bid or was not bid on ("**Unbid Work**"). The District expects very little if any Unbid Work, far less than 1% of the Contract Price. After the District reviews the Designer/Builder's justification, the Parties shall meet and confer and the District shall reasonably determine, in its sole discretion, whether to:

   a. Direct the Designer/Builder to rebid the Unbid Work; or

   b. If Designer/Builder requests, allow the Designer/Builder to self-perform the Unbid Work. If Designer/Builder self-performs the Unbid Work, Designer/Builder shall provide substantiation for the pricing for the Unbid Work that Designer/Builder intends to self-perform. The Parties shall negotiate in good faith to determine a reasonable price for the Unbid Work that Designer/Builder intends to self-perform. The District reserves the right to seek its own pricing of that Work to verify the value of Designer/Builder proposed pricing.

7. **Low Bid.** Because the "best value" process was implemented as part of the subcontractor procurement process, once the Designer/Builder receives Subcontractor bids, the Designer/Builder shall award subcontracts to subcontractors with the **lowest responsive, responsible bid** that have satisfied the above prequalification and/or qualification steps, as applicable.

8. **Self-Performing Construction Work.** If Designer/Builder intends to propose to self-perform portion(s) of the construction Work, it must:

   a. Receive the District's prior written approval.

   b. Provide its pricing (its bid) to the District 48 hours prior to Designer/Builder receipt of subcontractor bids for those portion(s) of the Work.

   c. Receive a minimum number of two (2) bona fide bids from subcontractors for scope(s) of Work that the Designer/Builder is bidding to self-perform, not including the Designer/Builder pricing/bid.

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