TUSTIN UNIFIED SCHOOL DISTRICT

BID NO. 388

Project:	Tustin Unified School District – Hicks Canyon Elementary School Portable Project
Bid Deadline:	February 19, 2026, at 1:00 P.M.
Submit Bids To:	Tustin Unified School District Attn: Bidding Administrator 1302 Service Road Tustin, CA 92780

Tustin Unified School District – Hicks Canyon Elementary School Portable Project
BID NO. 388

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the Tustin Unified School District ("District") is seeking sealed bids from qualified general contractors for work on the following public construction project ("Project"): **Tustin Unified School District Hicks Canyon Elementary School Portable Project**. The Project includes, but is not limited to, **hardscape modifications, electrical, fire alarm, and low voltage infrastructure, restrooms upgrades, exterior walkways, and building and site signage for the placement of two (2) new classroom portable buildings at Hicks Canyon Elementary School.** See Contract Documents for more information. The Project shall be constructed through a single general contract awarded by the District directly to contractor.

BID DOCUMENTS: A contractor may obtain the documents necessary to submit a bid ("Bid Documents") on or after **February 5, 2026** .The Bid Documents will be available thru Tustin Unified School District webpage -- https://www.tustin.k12.ca.us/departments/business-services/maintenance-operations-facilities/bids .

PLACE FOR SUBMITTING BIDS: Bids must be submitted to the District at the following location ("Place for Submitting Bids"): Tustin Unified School District
Attn: Project Bidding Administrator
1302 Service Road
Tustin, CA 92780

BID DEADLINE: Bids must be received at the Place for Submitting Bids not later than **1:00 PM** on **February 19, 2026** ("Bid Deadline").

REQUIRED BID SECURITY: Each bid must be submitted with bid security as described in the Instructions for Bidders.

CONTRACTOR LICENSE: In order to bid on the Work, a contractor must have a CSLB-issued contractor license with the following classification(s): **B**.

CONTRACTOR PREQUALIFICATION: Prequalification pursuant to Public Contract Code Section 20111.6 is required, as described in the Instructions for Bidders. The District prequalifies contractors on a quarterly or annual basis, **so contractors must, upon submission of an applicable bid, already be on a District list of prequalified contractors**. Contractors may prequalify by visiting: **https://pqbids.com/tustin/**

See Instructions for Bidders for more detailed information on Prequalification requirements.

PRE-BID CONFERENCE: The District will conduct a mandatory pre-bid conference and site visit at **1:00 PM** on **February 5, 2026**. The conference will commence at Hicks Canyon Elementary School, 3817 Viewpark Ave, Irvine, CA 92602 (meet at flagpole in front of Administration building). Attendance at the pre-bid conference and site visit is mandatory, and any bidder that does not attend shall be deemed non-responsive.

AWARD OF CONTRACT: The award of the Contract will be based on the following method of determining the lowest bid: **Base Bid Only**

SURETY BONDS: As described in the General Provisions, the successful bidder must provide a Performance Bond and a separate Payment Bond, each in an amount equal to 100% of the total Contract Price.

LABOR LAW: The Project is a "public work" that is subject, among other provisions, to Labor Code Sections 1720 through 1861, inclusive. As described in the Instructions for Bidders, each contractor and subcontractor must be registered with the DIR in accordance with Labor Code Section 1725.5, and bidders must provide evidence of registration for themselves and their subcontractors. Each worker on the Project must be paid not less than the applicable Prevailing Wages. A copy of the applicable rates of Prevailing Wages will be on file and available for review at the Place for Submitting Bids, and a copy will be posted at the Project Site. The Project is subject to compliance monitoring and enforcement by the DIR. The successful bidder will be required to post all job-site notices required by DIR regulations and other applicable law. If so specified in the Special Provisions, the District will conduct a mandatory conference for the purpose of describing labor-law requirements.

RETENTION: Substitution of securities in lieu of retention, pursuant to Public Contract Code Section 22300, will be permitted as provided in the General Provisions.

PUBLICATION DATES: January 29, 2026; February 5, 2026.

MASTER SCHEDULE

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project
Bid No.: 388

Some or all of the dates and times set forth in this Master Schedule are anticipated dates and times as of the date the Project Owner identified above (herein, the "District") issued the Notice Inviting Bids for the Project and are subject to change prior to award of the Contract. The Contractor must coordinate the schedule for completion of the Work with the District to ensure that the Work will not unreasonably interfere with District operations, and, to that end, the District may require that Contractor perform the Work during non-school hours, on weekends and/or during school holidays and other breaks; provided that the District and the Contractor shall endeavor to schedule reasonable blocks of time for performance of the Work as will be cost-efficient for the Contractor.

	DATE	**TIME**
Advertisement	January 29, 2026 February 5, 2026	N/A
Bid Documents Available	February 5, 2026	N/A
Pre-Bid Conference and Site Visit	February 5, 2026	1:00 PM
Bidder Clarification Request Deadline	February 12, 2026	2:00 PM
Deadline for Final Addendum	February 13, 2026	2:00 PM
Bid Opening	February 19, 2026	1:00 PM
Award of Contract	March 9, 2026	N/A
Notice of Award	March 10, 2026	N/A
Last Day for District to File DIR Form PWC-100	TBD	N/A
Notice to Proceed	March 20, 2026	N/A
Mandatory Preconstruction Conference	TBD	TBD
Work to Commence*	June 1, 2026	N/A
Required Completion Date	August 3, 2026	5:00 PM

*Not less than seven days following the date of the Notice of Award

INSTRUCTIONS FOR BIDDERS

PLEASE NOTE: READ THESE INSTRUCTIONS FOR BIDDERS AND OTHER BID DOCUMENTS CAREFULLY. DO NOT ASSUME THEY ARE THE SAME AS OTHER DOCUMENTS YOU PREVIOUSLY MAY HAVE OBTAINED FROM THE DISTRICT, EVEN IF THOSE OTHER DOCUMENTS APPEAR SIMILAR.

Section 1. Project Delivery Method and Coordination. The Project is being completed on the basis of a single general contract for all or the majority of the Project. If the District either contracts for work in connection with the Project in addition to the Work or performs such work using its own forces (in each case, "Work by Others"), the scheduling, performance and priority of the Work is subject to coordination with the Work by Others. In submitting a bid for the Work, a bidder shall be deemed and construed to have acknowledged that: (i) each milestone and period of time for completion of the various portions of the Work, as specified in the Master Construction Schedule, is sufficient and reasonable considering the scope of the Work and the Project, and considering the need to coordinate the Work with the Work by Others; and (ii) if the Contract is awarded to the bidder, the bidder shall have no Claim for delay arising from the need to coordinate the Work with any Work by Others.

Section 2. Architect. The Architect for the Project is identified in the Special Provisions. The Architect's role is described in the General Provisions and is subject to the provisions of the agreement between the District and the Architect. The Architect will be the District's representative during construction and close-out of the Work in accordance with Title 24 of the California Code of Regulations ("CCR") and provisions of the agreement between the District and the Architect. Communications from the District to bidders prior to award of the Contract may be directed through the Architect.

Section 3. Project Manager. Notwithstanding that the Project is being completed on a general contract basis, the District may contract for the services of a project management or other consultant ("Project Manager") in connection with the Project. If known, the Project Manager is identified in the Special Provisions. The Project Manager's role is described in the General Provisions and is subject to provisions of the agreement between the District and the Project Manager. The Project Manager will be the District's representative during the bidding, construction and close-out of the Work and will assist the District in the administration of the Contract. Communications from the District to bidders prior to award of the Contract may be directed through the Project Manager. If the District does not contract for the services of a Project Manager in connection with the Project, or if the District terminates and does not replace the Project Manager, then the District may delegate some or all of the Project Manager's responsibilities pursuant to the Contract Documents to the Architect, District staff and/or others.

Section 4. Prequalification of Prospective Bidders. If the Notice Inviting Bids provides that prequalification of prospective bidders is required, then, pursuant to Public Contract Code Section 20111.6, each contractor having a class A or B license, or a license in any of the classes of mechanical, electrical and plumbing ("MEP") license categories as are described below, must be prequalified in order to bid on the Project. In addition, subcontractors having a license in any of those MEP license categories must be prequalified in order to be listed in any bid for the Project. In accordance with Section 20111.6: (i) the District will consider a bid from a contractor subject to the prequalification requirements only if the contractor has been prequalified by the District; and (ii) the District will consider a bid that lists any MEP subcontractor subject to the prequalification requirements only if all such MEP subcontractors listed in the bid have been prequalified by the District.

The prequalification requirement applies to each MEP contractor with any of the following licenses: C-4 (boiler, hot water, and steam fitting); C-7 (low-voltage systems); C-10 (electrical); C-16 (fire protection); C-20 (HVAC); C-34 (pipeline); C-36 (plumbing); C-38 (refrigeration); C-42 (sanitation systems); C-43 (sheet metal); or C-46 (solar). Each contractor that desires to bid on the Project should ensure that its potential MEP subcontractors have been prequalified by the District. The terms and conditions for prequalification are set forth in the prequalification questionnaire and instructions available for download from the District's website. The time specified on a clock or other device designated by the District as the official clock for purposes of determining whether Prequalification Submittals have been timely received by the District shall govern, regardless of whether the time shown on such official clock is precisely accurate.

THE DISTRICT WILL REJECT ANY PREQUALIFICATION SUBMITTAL THAT DOES NOT FULLY COMPLY WITH THE REQUIREMENTS OF THE PREQUALIFICATION QUESTIONNAIRE AND INSTRUCTIONS, OR THAT IS NOT TIMELY RECEIVED BY THE DISTRICT. IF PREQUALIFICATION REQUIREMENTS ARE APPLICABLE, THE DISTRICT WILL, TO THE EXTENT REQUIRED OR PERMITTED BY LAW, REJECT EACH BID FOR WHICH THERE IS NOT FULL COMPLIANCE WITH THE PREQUALIFICATION REQUIREMENTS.

Section 5. Review of Contract Documents.

Subsection 5.1 Each bidder, prior to submitting a bid for the Work and at its own expense, must thoroughly review and become familiar with all of the Drawings, Specifications, Addenda, and other Bid Documents. A bidder is required to review the Drawings and Specifications only in its capacity as a contractor, not as a licensed design professional. In addition, each bidder must thoroughly review and develop an understanding of each and all of the Bid Documents. The failure of a bidder to understand the any of the requirements of the Bid Documents shall not be deemed or construed to relieve the bidder, if its bid is accepted, from any obligations specified in the Contract Documents.

Subsection 5.2. For avoidance of doubt, each capitalized term used, but not defined, in any one of the Bid Documents shall have the defined meaning specified in another of the Bid Documents. The locations in the Bid Documents of some, but not necessarily all, defined terms are set forth in Part 1 of the General Provisions. For purposes of emphasis and to ensure awareness, language in the Contract Documents may be highlighted, using all-capital letters, red font, or other highlighting methods. Such highlighting of language in the Contract Documents shall not be deemed or construed to alter, limit or minimize, or obviate any language that is not so highlighted, and the Successful Bidder shall comply with all requirements of the Contract Documents.

Subsection 5.3 Each bidder shall, promptly and prior to submitting a bid for the Work, and using the "Request for Clarification of Bid Documents" form set forth in the Required Bidding Documents, report to the District: (i) any errors or omissions in the Drawings and Specifications revealed through the bidder's review; and (ii) any questions or doubts the bidder may have regarding the true meaning of anything in the Bid Documents. If the District responds, it may respond directly on the submitted Request for Clarification of Bid Documents form, or may issue an addendum to the Bid Documents.

Section 6. Pre-Bid Conference and Site Visit. Prospective bidders in attendance at the Pre-Bid Conference and Site Visit (regardless of whether it is mandatory or optional) must be dressed appropriately and with safety in mind, including, at a minimum, by wearing: (i) closed-toe, closed-heel, and regular-heel shoes, such as athletic shoes (aka, sneakers) or work boots; (ii) long pants; and (iii) a shirt with sleeves. Open-toed shoes, open-heeled shoes, high-heeled shoes, short pants, dresses, and sleeveless shirts will not be permitted on the Project Site.

Regardless of whether the pre-bid conference initially commences at the District's main offices or at the Project Site, prospective bidders must not enter the Project Site unless and until a District representative is present and directs them to do so. Prospective bidders are responsible for their own transportation.

During the Pre-Bid Conference and Site Visit (regardless of whether it is mandatory or optional), each bidder must inspect the Project Site and become fully acquainted with the conditions in and under which the Work will be performed, so that the bidder fully understands the facilities, difficulties, restrictions and requirements attendant to the performance of the Work on and at the Project Site. The failure of a bidder to understand the conditions in and under which the Work is to be performed, or to examine and understand any other aspect of the Project Site that reasonably is susceptible to examination, shall not be deemed or construed to relieve the bidder from any obligations pursuant to its bid or the Contract Documents.
If attendance at the Pre-Bid Conference and Site Visit is mandatory, then: (i) any representative of a prospective bidder who attends the Pre-Bid Conference and Site Visit must be sufficiently experienced and qualified for purposes of the "Certification Regarding Site Visit" form included in the Required Bid Forms; and (ii) each bidder must complete and execute, and must submit with its bid, a copy of the Certification Regarding Site Visit.

EXCEPT FOR THE SCHEDULED PRE-BID CONFERENCE AND SITE VISIT CONDUCTED BY THE DISTRICT, PROSPECTIVE BIDDERS WILL NOT BE ALLOWED TO VISIT THE PROJECT SITE PRIOR TO THE BID DEADLINE. IN NO EVENT WILL THE DISTRICT CONDUCT OR PERMIT ANY SEPARATE OR ADDITIONAL CONFERENCE OR SITE VISIT FOR PROSPECTIVE BIDDERS THAT FAIL TO ATTEND THE SCHEDULED PRE-BID CONFERENCE AND SITE VISIT.

Section 7. Requests for Interpretation of Contract Documents. If a bidder is in doubt as to the true meaning of any term, provision, or other part of the Contract Documents, or believes that there is any conflict, omission or other discrepancy in any Drawings, Specifications or other Contract Documents, the bidder must submit a written request to the Architect for an interpretation or correction of the applicable Contract Documents. The bidder submitting the request must provide copies of the request to the District and the Project Manager, and must ensure that the request is delivered to the Architect sufficiently in advance of the scheduled bid opening to permit the Architect a reasonable amount of time to respond considering the nature and scope of the overall Project. Prior to the opening of bids, the Architect will issue interpretations or corrections of the Contract Documents only by addendum or addenda to the Contract Documents. A copy of each addendum will be mailed or delivered to each contractor that has obtained a copy of the Bid Documents by paying a deposit. No person or entity shall be authorized to provide any oral interpretation of any provision of the Contract Documents, and no oral interpretation shall be binding on the District. If the Architect does not issue an addendum to interpret or correct any conflict, omission or other discrepancy in the Drawings, Specifications or other Contract Documents, the bidder must include in its bid the material, item, process, method, *et cetera*, that results in the higher bid amount.

THE SUBMISSION OF A BID SHALL BE DEEMED AND CONSTRUED AS A REPRESENTATION AND WARRANTY BY THE BIDDER THAT IT HAS COMPLIED WITH THE REQUIREMENTS OF SECTION 6 AND SECTION 7 OF THESE INSTRUCTIONS FOR BIDDERS, AND AT NO TIME AFTER SUBMITTING A BID MAY THE BIDDER ASSERT, CLAIM OR ALLEGE THAT IT HAD ANY DOUBT OR MISUNDERSTANDING AS TO THE NATURE OR SCOPE OF THE WORK.

Section 8. Ethics in Bidding. The District expects each bidder to maintain high ethical standards with respect to bidding on the Work. Prior to the award of the Contract, no bidder shall disclose the amount of any prospective Subcontractor's bid or proposal, or any element thereof, to any other prospective Subcontractor. Bidders must not engage in or permit either of the unethical and unfair practices commonly known as bid shopping (e.g., the bidder uses a subcontractor's proposal in an attempt to obtain a lower-cost proposal from another subcontractor) and bid peddling (e.g., a subcontractor attempts to obtain a job by offering to work for less than the amount specified in another subcontractor's proposal). If the District determines prior to opening of bids that any bidder has violated any of the foregoing requirements or any other prohibitions set forth in the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq*.), the District may reject the bidder's bid as non-responsive and report the bidder's actions to the Contractors State License Board.

Section 9. Contractor Licensing. Each bidder, at the time it submits its bid for the Work, must have a contractor license in the class(es) specified in the Notice Inviting Bids, issued by and in good standing with the California Contractor State License Board ("CSLB"). A bidder's failure to be so properly licensed shall result in the bidder being deemed non-responsive, and the District will reject that bidder's bid. Each bidder must clearly specify its California contractor's license number where indicated in the Bid Proposal. The bidder to which the District awards the Contract must maintain the required license at all times prior to full and final completion of the Work.

Section 10. Listing of Subcontractors. In accordance with the Subletting and Subcontracting Fair Practices Act, each bidder must submit with its bid a list setting forth the name, location of the place of business, California contractor license number, and public works contractor registration number (i.e., DIR registration number) of each Subcontractor that will perform any portion of the Work, or that, under subcontract to the bidder, will specially fabricate and install a portion of the Work, in an amount in excess of one-half of one percent of the total amount of the bidder's bid. A bidder may not list more than one Subcontractor for any particular portion of the Work. A bidder that fails to list a Subcontractor for any portion of the Work thereby represents that it is fully qualified to, and agrees that it shall, perform such Work using its own forces. If the Bid Documents require the bidder to submit alternate bids and the bidder intends to use different or additional Subcontractors for the alternates, the bidder must submit a separate list of Subcontractors for each such alternate. A bidder must list its Subcontractors using one or more copies of the "Subcontractor Listing" form included in the Required Bidding Forms. In addition to providing the Subcontractor list(s), upon request of the District at any time after bids are opened, a bidder must provide the address, telephone number, and name of contact person for each listed Subcontractor.

Section 11. DVBE Requirements. Bidders must comply with the requirements of this Section only if made applicable by the Special Provisions. The District has adopted a goal for DVBE participation in the Project of three percent of the overall amount expended for certain new-construction and modernization projects each year. Each bidder must comply with DVBE requirements by making and documenting its reasonable efforts to obtain DVBE services in connection with the Work. In order to be considered reasonable efforts, a bidder's efforts must include advertising in appropriate publications and contacting any responding DVBE. Alternatively, if so provided in the Special Provisions, the Project Manager will advertise for DVBE for the Work, and bidders must contact the Project Manager to obtain information regarding any responding DVBE. The bidder also must contact any DVBE that it knows could perform a portion of the Work. Each bidder must complete, execute and submit with its bid the "Certification Regarding DVBE Compliance Efforts" form included in the Required Bidding Forms. The District will reject as non-responsive any bid that does not fully comply with applicable DVBE requirements. As a condition to final payment pursuant to the Contract, the successful contractor must

complete, execute and submit to the District the "Certification Regarding DVBE Participation" form included in the Required Project Forms.

Section 12. Use of Bid Proposal Form is Mandatory. Each bid must be submitted on the "Bid Proposal" form included in the Required Bidding Forms. Unless expressly permitted by the Bid Documents, a bidder shall not: (i) make any changes, additions or other modifications to the pre-printed text of the Bid Proposal or other documents to be submitted with the Bid Proposal; (ii) restate or recharacterize the Work in the bid; or (iii) submit any alternative proposals not authorized by the Bid Documents. The District may reject as non-responsive any bid that does not strictly comply with the foregoing.

Section 13. Preparing the Bid. Bidders must fully and properly complete all information required to be included on the Bid Proposal form. Amounts must be stated in both words and numbers where indicated. Prices, wording and notations must be in ink or typewritten. The signatures and/or initials of each person signing the bid and other documents to be submitted with the bid must be in permanent ink, preferably blue in color. A bid may contain an erasure, interlineation, or other correction only if the correction is made to the information entered by the bidder (not to any pre-printed text in the Bid Proposal or other documents to be submitted with the bid), does not result in any inconsistency or ambiguity, and is authenticated by affixing, in the margin immediately adjacent to the correction, the initials of the person or persons signing the bid. In the event of inconsistency between words and numbers, words shall govern over numbers, and the District may consider such inconsistency to be a minor irregularity.

Section 14. Bid Security. Each bid must be submitted with security in an amount equal to ten percent of the maximum bid, in one of the following forms: (i) a cashier's or certified check payable to the District; or (ii) a bid bond. The security must be submitted with a completed and executed copy of the "Certification Regarding Bid Security" form included in the Required Bidding Forms. A bid bond must be an executed copy of the "Bid Bond" form included in the Required Bidding Forms and must be issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120. Unless forfeited, the District will return security to the bidders within a reasonable time, but not more than sixty days after award of the Contract for the Work.

Section 15. Required Bidding Forms. Each bidder must complete, execute and submit with its bid each of the forms included in the Required Bidding Forms; provided that: (i) bidders shall submit the "Certification Regarding Bidder References" form only if required by the District in accordance with Section 27 of these Instructions for Bidders; and (ii) bidders shall submit the "Certification Regarding DVBE Compliance Efforts" form only if DVBE requirements are made applicable by the Special Provisions. If a bidder fails to properly complete, execute and submit any of the Required Bidding Forms, the District may determine that the bidder's bid is non-responsive.

Section 16. Signing the Bid and Other Required Documents. The Bid Proposal, Bid Bond (if applicable), other Required Bidding Forms, and all other documents to be submitted with the bid that require an original signature of the bidder must be signed using permanent, blue ink, and must be signed by a person duly authorized to sign documents and thereby contractually bind the bidder in connection with the Work (each an "Authorized Contractor Officer"). The District may reject, as non-responsive, any Bid Proposal or other document that is to be signed by the bidder, if the bidder signs using a stamped or mechanically printed signature, or if the bidder signs using DocuSign, Adobe Sign, or similar technology.

Section 17. Sealing and Labeling the Bid. The completed Bid Proposal, other Required Bidding Forms, and all additional documents and other materials to be submitted with the bid must be enclosed in a sealed envelope, except that a completed copy of the "Bid Label" form included in the Required Bidding Forms must be securely fastened to the outside of the bid envelope. No other information must be apparent on the outside of the bid envelope. The District may reject any bid if the outside of the bid envelope is not properly labeled or shows extraneous information or marks.

Section 18. Submitting the Bid. For purposes of the Notice Inviting Bids and these Instructions for Bidders, any reference to the "Bid Deadline" shall mean the date and time specified as the Bid Deadline in the Notice Inviting Bids and any authorized extension(s) thereto. The District must receive any bids prior to the Bid Deadline and at the Bidding Location set forth in the Notice Inviting Bids. The clock located at the Bidding Location and designated as the official bid clock shall be used in determining whether bids have been timely received by the District, regardless of whether the time shown on the official bid clock is precisely accurate. Each bidder is solely responsible for ensuring that its bid is timely received by the District. A bidder must submit its bid to the District via personal or other delivery. The District will not accept any oral bid or bid sent via facsimile or electronic transmission. At no time will District telephones or facsimile machines be available for use by bidders. Any bid received by the District after the Bid Deadline will be returned to the bidder unopened.

Section 19. Interests in More Than One Bid. Except to the extent the Bid Documents expressly call for alternate bids: (i) no person or entity shall submit or have any interest in more than one bid for some or all of the same portion of the Work; (ii) the District will not accept more than one bid from any person or entity, whether under the same or different names, for some or all of the same Work; and (iii) if the District has a reasonable belief that any person or entity has an interest in more than one bid or has submitted more than one bid for some or all of the same portion of the Work, the District may reject all bids in which the bidder has an interest. A person or entity that has submitted to a bidder any sub-bid or proposal to furnish labor, materials or services in connection with the Work is not thereby prohibited from submitting a sub-bid or proposal to any other bidder(s) on the Work, but that person or entity shall be prohibited from submitting a prime bid for the Work. Any person or entity that has participated in the preparation of any Specifications for the Work (other than submitting manufacturer specifications) shall be prohibited from bidding on the Work, and the District shall deem any such bid to be non-responsive.

Section 20. Modifying a Bid. Not later than the Bid Deadline, a bidder may modify its original bid by submitting the written modification to the District. The bid modification must be submitted in a sealed and labeled envelope as provided in Section 17 of these Instructions for Bidders, but must also include the words "Bid Modification" on the label. The District shall reject any bid modification that is not received by the District prior to the Bid Deadline. The late receipt and rejection of a bidder's bid modification shall not be deemed or construed to constitute a withdrawal of the original bid by the bidder, and the District still may accept the original bid if responsive and the bidder is a responsible contractor. The District may reject any modified bid if the modification creates an ambiguity or inconsistency, including, without limitation, if the modification makes the bid unintelligible. A bidder must submit any bid modification to the District via personal or other delivery. The District will not accept any oral bid modification or any bid modification sent via facsimile or electronic transmission. Any bid modification received by the District after the Bid Deadline will be returned to the bidder unopened.

Section 21. Superseding a Bid. Not later than the Bid Deadline, a bidder may supersede its original bid by withdrawing its original bid in accordance with Section 22 of these Instructions for

Bidders and concurrently submitting a new bid for the Work to the District. The superseding bid must be submitted in a sealed and labeled envelope as provided in Section 17 of these Instructions for Bidders, but must also include the words "Superseding Bid" on the label. The District shall reject any withdrawal and superseding bid that is not received by the District prior to the Bid Deadline. The late receipt and rejection of a bidder's withdrawal and superseding bid shall not be deemed or construed to constitute a withdrawal of the original bid by the bidder, and the District still may accept the original bid if responsive and the bidder is a responsible contractor. A bidder must withdraw its original bid and submit its superseding bid to the District via personal or other delivery. The District will not accept any oral withdrawal and superseding bid, or any withdrawal and superseding bid sent via facsimile or electronic transmission. Any withdrawal and superseding bid received by the District after the Bid Deadline will be returned to the bidder unopened.

Section 22. Withdrawing a Bid. A bidder may withdraw its bid at any time prior to the Bid Deadline by submitting a written request to the District via personal or other delivery. The District will not accept any oral withdrawal request or any withdrawal request sent via facsimile or electronic transmission. A withdrawal request must be signed by an Authorized Contractor Officer as described in Section 16 of these Instructions for Bidders. A withdrawal request received by the District after the Bid Deadline shall in no event be deemed or construed to constitute a withdrawal of the bid, and the District still may accept the bid if it is responsive and the bidder is a responsible contractor. After receipt of a timely withdrawal request, the District shall return the bidder's bid security upon request. Except as provided in Public Contract Code Section 5100 *et seq*., if a bidder has not withdrawn its bid prior to the Bid Deadline, the bidder thereafter may not withdraw its bid for a period of sixty days after the Bid Deadline.

Section 23. Requesting Substitution of Specified Item. Except for any Sole-Source Items described in the Special Provisions and/or in any of the Specifications, the specification for any and each Specified Item shall be interpreted as if followed by the words "or equal," and a bidder may offer in place of such Specified Item any material, product, service, or other thing that the bidder can demonstrate is, in every respect, materially equal to or better than the Specified Item and that will completely accomplish the intended aesthetics, purposes and/or functions of the Specified Item. Each substitution request shall be subject to and must conform with the requirements of Sections 14.4 through 14.10, inclusive, of the General Provisions, including, without limitation, requirements for submitting documentation in support of the request. Requests for substitution must be submitted to the District using a completed and executed copy of the "Request To Substitute Specified Item" form included in the Required Project Forms.

The bidder shall be responsible for establishing that a proposed substitution satisfies all requirements of the Contract Documents, including, without limitation, that the proposed substitute item is, in every respect, materially equal to or better than the Specified Item. The District may at any time request any additional information regarding the proposed substitute item. The District, in consultation with the Architect and the Project Manager as applicable, will decide whether to approve a substitution based on the information provided by the bidder. The District has the sole discretion to determine whether a proposed substitute item is equal to or better than a Specified Item. Any request for substitution that is granted by the District shall be documented and processed by means of a Change Order after execution of the Contract. The District may condition its approval of any substitution upon delivery to the District of an extended warranty or other assurances of adequate performance of the substitute item. The bidder shall be responsible for and shall bear any and all risks, expenses and costs of delay arising from review or approval of a substitution by the District, Architect, and/or DSA or other governmental agency.

A SUBSTITUTION REQUEST MUST BE SUBMITTED TO THE DISTRICT NOT LATER THAN SEVEN DAYS PRIOR TO THE BID DEADLINE. The District will not consider any substitution request received thereafter, except to the extent provided in Section 14.5 of the General Provisions. Concurrently with submitting a substitution request, the bidder must provide all information required pursuant to Section 14.6 of the General Provisions to substantiate the request. The District shall not be required to make a determination in regard to any substitution request and/or substantiating information prior to award of the Contract. If the District gives a Notice of Award for the Contract to a bidder, but subsequently disapproves a substitution proposed by that bidder, the bidder must provide the Specified Item in accordance with the Contract Documents and at no additional cost to the District.

Section 24. District Waiver of Bid Irregularities. The District, in accordance with applicable law, may waive any minor irregularity or informality in any bid or in the bidding process.

Section 25. District Rejection of Irregular Bids. The District will reject as non-responsive any bids containing irregularities that are not minor irregularities, including, by way of example and not as a limitation, any bid that is materially incomplete and any bid that includes any additions or conditional or alternate bids not permitted pursuant to the Bid Documents. In addition, the District may reject as non-responsive any bid in which component bid amounts are obviously unbalanced or inconsistent. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

Section 26. District Rejection of Non-Responsive Bids. If a bid fails to conform to requirements set forth in the Notice Inviting Bids, these Instructions for Bidders, or any of the other Bid Documents (including, without limitation, if the District reasonably determines that the bid is unintelligible, internally inconsistent, or otherwise ambiguous), the District may reject the bid as non-responsive. The District may, but is not required to, seek information from any bidder that may resolve an ambiguity in the bidder's bid.

Section 27. Bidder Evidence of Responsibility. In determining whether a bidder is a responsible bidder, the District may consider, among other possible factors, the financial standing and general competency of the bidder with respect to the Work being bid. Within two business days of the District's request, a bidder must submit to the District a completed and executed copy of the "Certification Regarding Bidder References" form included in the Required Bidding Forms. The purpose of the Certification Regarding Bidder References is to assist the District in evaluating the bidder's construction experience, current and anticipated workload, organizational resources available for performance of the Contract, any terminations from projects prior to completion, references for public works and public school projects, financial resources, surety and insurance claims experience, stop notice and other legal proceedings, and other factors pertinent to determining the responsibility of the bidder. The District in its sole discretion may require submittal of the Certification Regarding Bidder References regardless of whether the bidder was prequalified as described in Section 4 of these Instructions for Bidders.

Section 28. Bid Protests. Any bidder that has duly submitted a prime bid for the Work may protest the process used to seek bids for the Work, another bid for the Work and/or the intended award of the Contract for the Work only by filing a written protest with the District in accordance with the procedures set forth in this Section (each a "Bid Protest"). The District will not accept or consider any oral Bid Protest (e.g., by telephone) or any Bid Protest sent via electronic transmission (e.g., email). In order for a Bid Protest to be valid and be considered by the District, the Bid Protest must:

(i) Be received by the District not later than 3:30 p.m. on the fifth business day following the date the District opened bids for the Project;

(ii) Clearly identify the bidder that is filing the Bid Protest, together with the name, address and telephone number of the person representing the bidder for purposes of the Bid Protest;

(iii) Clearly identify the specific bid, bidding process, or other matter that is the subject of the Bid Protest;

(iv) Clearly identify the specific provisions of all documents relevant to the Bid Protest;

(v) Clearly identify and describe in detail the specific basis (or bases) for the Bid Protest and all facts relevant thereto;

(vi) Clearly identify and describe in detail all arguments in support of the Bid Protest, including, without limitation, citations to applicable statutory requirements; and

(vii) Be submitted with all documentation the bidder desires to submit that is relevant to and supports the basis or bases underlying the Bid Protest.

If a Bid Protest does not comply with each and all of the foregoing requirements (provided that a bidder will be deemed to have submitted all documentation that it desires in accordance with clause (vii) of the foregoing), the District will reject the Bid Protest as invalid. Upon receipt of a valid Bid Protest, the District and/or its legal counsel will review the Bid Protest and all relevant information and documents and will provide a written response to the protesting bidder setting forth a recommendation for District Board action in response to the Bid Protest. A bidder may at any time withdraw its Bid Protest. In response to a Bid Protest that a bidder has not withdrawn, the District Board may decline to award the Contract, may award the Contract to a bidder other than as previously intended, or may award the Contract to a bidder as previously intended despite the Bid Protest. Such action by the District Board shall be a condition precedent to the filing of any claim or demand and to the initiation of any action (legal or equitable) or other proceeding arising from the matter(s) protested.

COMPLIANCE WITH THE FOREGOING BID PROTEST REQUIREMENTS IS MANDATORY. EACH BIDDER THAT DESIRES TO PROTEST MUST FILE ITS OWN BID PROTEST IN ACCORDANCE WITH THE FOREGOING REQUIREMENTS, AND NO BIDDER MAY RELY ON A BID PROTEST BY ANOTHER BIDDER AS A MEANS OF SATISFYING SUCH REQUIREMENTS. COMPLIANCE WITH THE FOREGOING REQUIREMENTS IS THE SOLE AND EXCLUSIVE MEANS OF PROTESTING A BID, THE BIDDING PROCESS AND/OR THE AWARD OF THE CONTRACT, AND FAILURE TO SO COMPLY SHALL BE DEEMED AND CONSTRUED AS A WAIVER OF ANY AND ALL RIGHTS THE BIDDER MAY HAVE TO PURSUE A CLAIM, DEMAND OR ACTION ARISING FROM ANY SUCH MATTER.

Section 29. District Award of Contract. Prior to award of the Contract, the District may provide to a bidder notice that it is the apparent low bidder and that the District may award the Contract to such bidder. In its discretion, the District Board may award the Contract to such bidder, may award the Contract to another bidder in the event of a bid protest or other issue, or may reject all bids and either rebid or not rebid the Work. If the District Board awards the Contract, the award will be to the responsible bidder with the lowest responsive bid from among all responsible and responsive bidders ("Successful Bidder"). If two or more responsive and responsible bidders have submitted the same low bid, the District shall determine the Successful Bidder by means of a coin toss or some other random method. The District will issue notice of the award of the Contract to the Successful Bidder ("Notice of Award"). The District may provide the Notice of Award to the Successful Bidder by sending it via email and, notwithstanding anything to the contrary, delivery to the email address set forth in the

Successful Bidder's Bid Proposal shall be deemed to constitute receipt of the Notice of Award by the Successful Bidder.

Section 30. Successful Bidder Execution of Contract. **THE SUCCESSFUL BIDDER SHALL, PRIOR TO EXPIRATION OF THE CONTRACT RETURN PERIOD, SIGN THE AGREEMENT FOR CONSTRUCTION SERVICES AND DELIVER IT TO THE DISTRICT ALONG WITH ALL COMPLETED AND SIGNED BONDS, CERTIFICATES OF INSURANCE, AND OTHER DOCUMENTS REQUIRED IN ACCORDANCE WITH THE CONTRACT DOCUMENTS (COLLECTIVELY, THE "CONTRACT DOCUMENTATION").** For all purposes of the Bid Documents, the "Contract Return Period" means the period commencing upon receipt by the Successful Bidder of the Notice of Award and ending at 2:00 Pacific Time on the seventh business day following receipt by the Successful Bidder, or such longer period as the District, in its sole discretion, may expressly set forth in the Notice of Award. The Contract shall not be deemed or construed to have been fully executed and delivered by the Successful Bidder unless and until the Successful Bidder has signed, as applicable, and provided to the District all of the Contract Documentation, without exception. If the Successful Bidder fails to sign, as applicable, and provide all Contract Documentation to the District prior to expiration of the Contract Return Period or within such extension thereto as the District, in its sole discretion, may authorize in writing, then: (i) the Successful Bidder shall forfeit the bid security submitted with its bid; and (ii) as authorized by Public Contract Code Section 5106, the District may award the Contract to one of the other responsible and responsive bidders, or may release all bidders.

Section 31. Refund of Deposit for Bid Documents. If the Notice of Inviting Bids provides that Bid Documents may be obtained from the District upon payment of a refundable deposit, a contractor may obtain a refund of its deposit by returning the Bid Documents to the Bidding Location specified in the Notice Inviting Bids not later than five business days after the opening of bids. A contractor will be entitled to refund of its deposit only if the Bid Documents are complete, in a useable condition, and free of any and all pen, pencil or other markings, erasure marks, rips, tears, *et cetera*. If the Notice Inviting Bids provides that the Bid Documents may be obtained for a non-refundable charge, the District will not refund the amount of the charge to the contractor.

Section 32. Public Works Project. The Project is a "public work" and "public project" within the meaning of various provisions of the Public Contract Code, Labor Code, Civil Code, and other applicable legal requirements. Therefore, the performance of the Work is subject to such requirements. The Contract Documents include various provisions relating to public works and public projects as provided by law, and each bidder must thoroughly review and become familiar with the Contract Documents as described above in these Instructions for Bidders. However, the Contract Documents do not include comprehensive statements of all requirements of law applicable to public works and public projects, and each bidder shall be deemed and construed to have acknowledged that fact by submitting a bid for the Work. In addition, by submitting a bid for the Work, each bidder represents and warrants that it is familiar and knowledgeable with respect to all requirements of law applicable to public works and public projects generally and to the Work specifically.

Section 33. Registration With DIR. No contractor may submit a bid for any work on a public works project unless the contractor is, and no subcontractor may be listed in any bid for work on a public works project unless the subcontractor is, currently registered with the California Department of Industrial Relations ("DIR") and qualified to perform public work pursuant to Labor Code Section 1725.5. In addition, no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid

authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded. Each bidder must complete, execute, and submit with its bid the "Certification Regarding Contractor Registration" form included in the Required Bidding Forms. See Section 12.10 of the General Provisions for additional information regarding registration with the DIR.

Section 34. Subcontractor Eligibility and Licensing. The Successful Bidder shall in no event permit a Subcontractor to perform any of the Work if that Subcontractor is ineligible to work on a public works or public project. Each Subcontractor that the Successful Bidder intends shall perform any portion of the Work must be licensed in accordance with law by the Contractors State License Board prior to that Subcontractor commencing its portion of the Work.

Section 35. Prevailing Wages and Labor-Law Compliance Monitoring. The Successful Bidder and each of its Subcontractors of any tier shall pay not less than the applicable prevailing rates of per-diem wages in the locality in which the Work is to be performed for each craft or type of worker ("Prevailing Wages") needed to execute the Contract. A copy of the per-diem rates of Prevailing Wages applicable to the Work will be on file with the District and available for review at the location specified in the Notice Inviting Bids as the Bidding Location, and a copy will be posted at the Project Site. The Work will be subject to compliance monitoring and enforcement by the DIR, as described in more detail in the Special Provisions and General Provisions.

Section 36. Employee Background Checks. If the Special Provisions provide that background checks are initially required, then, prior to entering in or upon the Project Site for purposes of commencing any Work, the Successful Bidder must comply with the requirements for employee background checks set forth in Section 10.3 of the General Provisions. If the Special Provisions do not initially require compliance with background check requirements, the District may subsequently require compliance with Section 10.3 of the General Provisions in appropriate circumstances, including, without limitation, in any case that performance of any Work has been delayed past the required completion date. The District may impose other requirements designed to protect students regardless of whether it requires such employee background checks. The Successful Bidder shall be responsible for compliance with any and all such requirements with respect to its own employees and the employees of its subcontractors.

Section 37. Discrimination Prohibited. No bidder, in preparing and submitting its bid for the Work, shall discriminate in violation of any applicable law, including, without limitation, those specified in Section 3.7 of the General Provisions. In connection with performance of the Work, neither the Successful Bidder nor any of its Subcontractors of any tier shall illegally discriminate against any prospective or active employee in violation of applicable law, including, without limitation, those specified in Section 3.7 of the General Provisions. The Successful Bidder must comply with applicable federal and California laws prohibiting such discrimination and must require like compliance by any Subcontractors performing any of the Work.

Section 38. Bidder Investments in Iran. Subject to certain exceptions, the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*) prohibits a party that engages in investment activities in Iran, as described in Public Contract Code Section 2202.5, from entering into any contract of $1,000,000 or more for goods or services to be provided to a public entity. Each bidder must complete, execute, and submit with its bid the "Certification Regarding Iran Contracting Act" form included in the Required Bidding Forms.

Section 39. Time for Completion of Work and Liquidated Damages. The Successful Bidder must complete the Work in accordance with the Contract Documents and within the time period(s) specified in the Special Provisions and in the Master Construction Schedule (as it may be adjusted in accordance with the Contract Documents). The failure of the Successful Bidder to fully and satisfactorily complete the Work within such time period(s) may result in the District assessing liquidated damages against the bidder as provided in the General Provisions and/or pursuing other available remedies.

Section 40. Pre-Construction Activities. The Contract Documents include activities that the Successful Bidder must undertake during the period following receipt of the Notice of Award and prior to commencement of the Work, including, among other things, requirements for review of the Contract Documents and development of a plan for early procurement of the equipment, materials, supplies and other things needed for the Project, in order to avoid delays and price increases.

(End of Instructions for Bidders.)

REQUEST FOR CLARIFICATION OF BID DOCUMENTS

District: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Contractor Submitting Request: _____

Identify Drawing/Specification or Bid Document provision at issue: _____

_____

Clarification requested (attach additional sheets as needed): _____

_____

_____

_____

_____

_____

Print Name: _____ Signature: _____ Date: _____

Architect and/or District to complete the portion of this form below.

Date Request Received: _____ Response No.: _____

Response to request for clarification (attach additional sheets as needed): _____

_____

_____

_____

_____

_____

_____

Clarification issued by:

Architect:

Name: _____

Signature: _____

Date Signed/Issued: _____

District:

Name: _____

Signature: _____

Date Signed/Issued: _____

REQUIRED BIDDING FORMS

The Required Bidding Forms are set forth on the following pages and include all of the following:

1. Bid Label
2. Bid Proposal
3. Certification Regarding Bid Security
4. Bid Bond
5. Non-Collusion Declaration
6. Certification Regarding Site Visit ***Submit only if Section 6 of the Instructions for Bidders indicates that submittal is required.***
7. Certification Regarding Master Schedule
8. Subcontractor Listing
9. Certification Regarding Contractor Registration
10. Certification Regarding Contract Documents
11. Certification Regarding DVBE Compliance Efforts ***Submit only if the Special Provisions provide that DVBE requirements are applicable to the Work.***
12. Certification Regarding Bidder References ***Submit only if requested by the District in accordance with Section 27 of the Instructions for Bidders.***
13. Certification Regarding Iran Contracting Act
14. Notice and Certification Regarding Russia-Related Sanctions
15. Notice and Certification Regarding In-Use Off-Road Diesel-Fueled Fleets Regulation

BID LABEL

THIS ENVELOPE CONTAINS A BID FOR THE PROJECT IDENTIFIED BELOW.

Project Name: TUSD – Hicks Canyon Elementary School Portable Project

Bid Number: 388

Bid Deadline: February 19, 2026 at 1:00 P.M.

Location for Submittal of Bids: Tustin Unified School District
Attn: Bidding Administrator
1302 Service Road
Tustin, CA 92780

Bidder Company Name: _____

Bidder Company Address: _____

_____

_____

Bidder Contact Person Name: _____

Contact Person Title: _____

Contact Person Telephone No.: _____

Contact Person Email Address: _____

Bid Received:

(Space above for District date/time stamp only.)

PLEASE NOTE: EACH BIDDER MUST FILL IN THE REQUIRED INFORMATION ON THIS BID LABEL, CUT ON THE DASHED LINE ABOVE, AND GLUE, TAPE, OR OTHERWISE SECURELY FASTEN THE COMPLETED BID LABEL TO THE OUTSIDE OF THE SEALED ENVELOPE CONTAINING THE BIDDER'S BID.

BID PROPOSAL

(Do not leave any information blank)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

A. I am a duly authorized representative of the Bidder and, in that capacity, I have reviewed the information set forth in this Bid Proposal and other forms submitted with the Bid Proposal, and have executed and submitted this bid on behalf of the Bidder.

B. The Bidder is duly licensed as a contractor by the CSLB, such license is in full force and effect as of the date the Bidder has submitted this bid to the District, and the classification(s) of such license is(are) appropriate to allow the Bidder to perform all of the Work in accordance with California law and the Bid Documents. The Bidder's CSLB license number and classification(s) are:

License #: _____ Classification(s): _____

C. The Bidder has become familiar with the Contract Documents as certified in the Certification Regarding Contract Documents submitted concurrently herewith, and hereby represents and warrants that it is sufficiently experienced and qualified, and that it has sufficient financial and other resources, to perform and complete the Work in strict accordance with the Contract Documents.

D. Bid Amount: The Bidder hereby proposes to (and, if awarded the Contract, the Bidder shall) furnish at its own cost and expense any and all labor, materials, tools, equipment, facilities, transportation, services and other things required for completion of the Work in strict conformity with the Bid Documents, in exchange for payment from the District of the following all-inclusive amount ("Bid Amount"):

_____ Dollars ($ _____)

E. Unforeseen Cost Allowance: The Bidder acknowledges and agrees that an Unforeseen Cost Allowance, as described in Part 18 of the General Provisions, in the amount of $25,000, shall be added to the Bid Amount specified in Paragraph D, above, and, therefore, the Contract Price shall equal the total of the Bid Amount and the Unforeseen Cost Allowance amount.

F. The Bidder acknowledges that it received, and that it fully considered when completing this Bid Proposal and determining the foregoing Bid Amount, each of the following Addenda to the Bid Documents (check all that apply):

☐ Addendum No. 1 ☐ Addendum No. 2 ☐ Addendum No. 3 ☐ Addendum No. 4
☐ Addendum No. 5 ☐ Addendum No. 6 ☐ Addendum No. 7 ☐ Addendum No. 8

G. The Bidder acknowledges that the Bid Amount shall constitute all-inclusive compensation in exchange for full and satisfactory completion of all of the Work, including, without limitation,

compensation for any and all sales taxes, supervision, general conditions, fees, field-office and home-office overhead, and profit.

H. The Bidder represents and warrants that it was responsible for preparing this bid and that it has carefully checked and confirmed the Bid Amount and all other information set forth in this Bid Proposal. The Bidder acknowledges and agrees that the District may rely on such information and in no event shall the District Board or the District be responsible for any errors or omissions in this bid. The Bidder is aware and acknowledges that the District Board has the right to waive any minor irregularity in this bid, any other bid, or all bids for the Project.

I. The Bidder has completed, executed, and submitted with this Bid Proposal all of the mandatory Required Bid Forms. The Bidder acknowledges that the District shall deem this bid to be non-responsive if the Bidder fails to complete, execute, and submit to the District, concurrently with this Bid Proposal, any of the mandatory Required Bid Forms.

J. If awarded the Contract, the Bidder shall execute the Contract by causing its duly authorized representative to sign, and thereby bind the Bidder to, the Contract. The Bidder acknowledges that its bid security submitted concurrently herewith was given to guarantee that, if awarded the Contract, then, prior to expiration of the Contract Return Period, the Bidder shall complete as applicable, execute, and submit to the District: (i) the Agreement for Construction Services, Payment Bond, Performance Bond, and all other Required Contract Forms; and (ii) all Certificates of Insurance and endorsements required by the Contract Documents. The Bidder further acknowledges that it shall forfeit up to the whole amount of its bid security in the event the Bidder fails to complete as applicable, execute, and submit any such documents to the District prior to expiration of the Contract Return Period.

K. The Bidder is, and if awarded the Contract, then at all times during the performance of Work shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA") with respect to its employees, and the Bidder shall indemnify, hold harmless and defend the District against any and all claims, actions, other proceedings, penalties, costs and expenses (including, without limitation, attorneys' fees), and other liabilities of any nature whatsoever that arise out of the Bidder's failure to strictly comply with the IRCA.

L. The contact information set forth below is the current address and telephone number for the Bidder. The Bidder acknowledges that, if the District attempts to contact the Bidder for any purpose relating to this bid (including, without limitation, to request additional information or to provide a Notice of Award), but the District is unable to reach the Bidder because information set forth below is not correct, then the District may reject this bid and, in such event, the District shall have no liability to the Bidder whatsoever.

Bidder Street Address: _____

_____

_____

Telephone Number: _____

Email Address: _____

M. The Bidder is organized as a (check only one):

☐ Corporation ☐ Limited Liability Company ☐ General Partnership

☐ Sole Proprietorship ☐ Other (describe): _____

N. The Bidder was established pursuant to the laws of the state of: _____

O. The Bidder acknowledges and agrees that, unless it withdraws this bid prior to the Bid Deadline and in accordance with the Instructions for Bidders, the Bidder may not withdraw this bid for a period of sixty days after the Bid Deadline.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: EXCEPT FOR SPACES AND BOXES TO BE FILLED IN/COMPLETED BY THE BIDDER, ANY AND ALL INTERLINEATIONS, STRIKING OF TEXT, AND OTHER MODIFICATIONS TO THIS BID PROPOSAL FORM ARE PROHIBITED AND MAY RESULT IN REJECTION OF THE BID. IF A BIDDER HAS QUESTIONS OR DOUBTS REGARDING THE BID DOCUMENTS OR THIS BID PROPOSAL FORM, THE BIDDER MUST SUBMIT THOSE TO THE DISTRICT IN ACCORDANCE WITH SECTION 5 OF THE INSTRUCTIONS FOR BIDDERS.

CERTIFICATION REGARDING BID SECURITY

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

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

(ii) Concurrently with submitting its bid for the referenced Project, the Bidder has submitted bid security in an amount equal to 10% of its maximum bid.

(iii) The Bidder has submitted such bid security in the following form (check only one):

☐ Cashier's check payable to the District;

☐ Certified check payable to the District; or

☐ Bid bond.

(iv) If the Bidder has submitted bid security in the form of a bid bond, the bid bond is an executed copy of the "Bid Bond" form included as one of the Required Bidding Forms and has been issued by a California-admitted surety as defined in Code of Civil Procedure Section 995.120.

(v) The Bidder is aware and hereby acknowledges that, unless its bid security is forfeited, the District shall return the bid security to the Bidder not later than sixty days after the District awards a contract for the referenced Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

BID BOND

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Contractor (Enter full legal name)**:** _____

Surety (Enter full legal name)**:** _____

Penal Sum: Ten Percent (10%) of Total Bid Amount

WHEREAS, the Contractor identified above (herein, the "Principal") has provided this bid bond in connection with the bid submitted by the Principal to the School District identified above for the construction of the Project identified above, which, as provided by California law, is a public work and public project.

WHEREAS, by issuing this bid bond, the Surety identified above thereby certifies to the School District that the Surety is "an admitted surety insurer" as defined in California Code of Civil Procedure Section 995.120.

NOW, THEREFORE, we, the Principal and the Surety, as evidenced by the signatures of our respective, duly authorized representatives set forth below, are hereby held and firmly bound unto the School District in the amount of the Penal Sum specified above, for the payment of which amount, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns as specified below.

The payment obligation described above shall become null and void if: (i) the School District awards the Contract for construction of the Project to the Principal based on the bid described above and, prior to expiration of the Contract Return Period (defined in the Instructions for Bidders), the Principal completes (as applicable) and executes the Agreement for Construction Services and other Contract Documentation (defined in the Instructions for Bidders), and delivers those to the District; (ii) the School District rejects all bids received for the Project; or (iii) the time period during which the Principal may not withdraw its bid, as specified in the Bid Documents (defined in the Notice Inviting Bids), has expired without the School District awarding the Contract to the Principal.

If, however, the School District awards the Contract to the Principal, but the Principal fails and/or refuses to enter into the Contract and/or to properly and duly execute and deliver the payment bond, performance bond and other required documentation, then, immediately upon request of the School District and without imposing any additional conditions on payment whatsoever, the Surety and/or the Principal shall forfeit and pay to the School District such amount as the School District states is the total of the costs reasonably incurred by the School District as a result of such failure or refusal by the Principal, including, without limitation, the difference between the Principal's bid and the bid for the Project subsequently accepted by the School District, rebidding of the Project if necessary, and administrative, publication, and other costs incurred by the School District as a result of such failure or refusal by the Principal. In no event, however, shall the liability pursuant to this bid bond exceed the Penal Sum specified above.

The Surety, for value received, hereby stipulates and agrees that this bid bond and the Surety's obligations hereunder shall be and remain in effect until such time as one or more of the conditions described herein for rendering this bid bond null and void have been satisfied. The Surety, for value received, further stipulates and agrees that this bid bond shall in no way be impaired or otherwise

affected by any extension of the time within which the School District may accept the Principal's bid for the Project or of the time within which the Principal must enter into the Contract and submit the required documentation, and Surety hereby waives any requirement for notice of any such extension.

The Surety shall not be deemed to have fully and appropriately executed this Bid Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number
_____	_____
Representative Email Address	Representative Email Address

PLEASE NOTE: THE EMAIL ADDRESS ENTERED INTO A "REPRESENTATIVE EMAIL ADDRESS" FIELD, ABOVE, MUST BE THE DIRECT-EMAIL ADDRESS FOR THE REPRESENTATIVE, NOT A GENERAL EMAIL ADDRESS.

(The remainder of this page intentionally left blank.)

Each person who has signed this Bid Bond on behalf of either the Principal or the Surety shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such party to sign, and thereby bind such party to, this Bid Bond.

IN WITNESS WHEREOF, each of the Principal and Surety, intending to be bound, has executed this Bid Bond as evidenced by the signatures, below, of their respective, duly authorized representatives, and has imprinted its corporate seal, if any, where indicated below.

PRINCIPAL	**SURETY**
_____	_____
Company Name	Company Name
_____	_____
Representative Signature	Representative Signature
_____	_____
Representative Name	Representative Name
_____	_____
Representative Title	Representative Title
_____	_____
Date Signed	Date Signed
Principal: Attach Notary acknowledgment to this Bid Bond and imprint corporate seal, if any, in the space below this line.	**Surety: Attach Notary acknowledgment and power of attorney to this Bid Bond and imprint corporate seal in the space below this line or attach separate sheet with seal.**

(*The following is to be completed by Surety.*)

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

Total amount of premium charged is: $_____.

PLEASE NOTE: A CERTIFIED COPY OF THE POWER OF ATTORNEY OF THE SURETY'S AUTHORIZED SIGNATORY MUST BE ATTACHED TO THIS BID BOND.

NON-COLLUSION DECLARATION

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby declares that:

I am the _____ (Enter position) of the Bidder (identified above), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The Bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The Bidder has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in a sham bid, or to refrain from bidding. The Bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the Bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true.

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

A person executing this declaration on behalf of the Bidder if it is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that they have full power and authority to execute, and does execute, this declaration on behalf of the Bidder.

I declare subject to penalty for perjury pursuant to California law that the foregoing is true and correct and that this declaration was executed on _____ [Enter date], at _____ [Enter city], _____ [Enter state].

Representative Name: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING SITE VISIT

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Contractor Name: _____

Site Visit Date: _____

Site Visit Attendee(s): _____

The undersigned hereby certifies to the Project Owner identified above, subject to penalty for perjury pursuant to California law, that the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor identified above (herein, the "Bidder") and, in that capacity, has executed this certification on behalf of the Bidder.

(ii) Each person identified as a Site Visit Attendee above (which may or may not include the undersigned): (a) attended the entirety of the Pre-Bid Conference and Site Visit on the Site Visit Date specified above; and (b) signed the attendance sheet for the Pre-Bid Conference and Site Visit.

(iii) The Site Visit Attendee(s) identified above have sufficient knowledge, experience, and resources to have undertaken the activities, acquired the knowledge and developed the understandings, and reached the conclusions as are described and set forth in this Certification Regarding Site Visit.

(iv) On the Site Visit Date specified above, the Site Visit Attendee(s) inspected the Project Site and all conditions at the Project Site that will or might affect the performance of the Work, including, without limitation: (a) the general shape, layout, slope, crossfall, and other geographic features of the Project Site; (b) any right-of-way and access limitations and/or restrictions affecting the Project Site; (c) any existing buildings, hardscape, paving and other improvements on, at or in the vicinity of the Project Site; (d) any encroachments on the Project Site; (e) any manholes, pullboxes, valves and valveboxes, backflow preventers, stormdrain inlets and outlets, and other features on, at or in the vicinity of the Project Site that may indicate the presence of subsurface utilities or other improvements on or in the vicinity of the Project Site; (f) any reasonably apparent past or present uses of the Project Site, and reasonably apparent age or condition of any improvements on or at the Project Site, that may indicate presence of any asbestos, lead or other hazardous materials on or at the Project Site; and (g) any mature trees or other vegetation, natural drainage or watercourses, or other landscape features on or in the vicinity of the Project Site.

(v) Based on the inspection described in the foregoing clause, the Site Visit Attendee(s) became aware of, and developed an understanding of, the factors that will or might affect the performance of the Work, including, without limitation: (a) the existing conditions, facilities and other improvements; (b) existing and potential timing, access, and geographic limitations and restrictions; and (c) potential hazards and difficulties associated with the Work.

(vi) The Bidder acknowledges and agrees that: (a) the knowledge and understandings of the Site Visit Attendees described in the foregoing clauses of this Certification Regarding Site Visit shall be attributed to and deemed to be the knowledge and understanding of the Bidder, and (b) the District shall rely on the Bidder having such knowledge and understanding if the District awards the Contract to the Bidder.

(vii) Without limiting the foregoing clause of this Certification Regarding Site Visit, the Bidder acknowledges and agrees that, if the District awards the Contract to the Bidder, the Bidder shall accept full responsibility for all factors that will or might affect the performance of the Work, as described in this Certification Regarding Site Visit, that reasonably could have been observed, identified, or learned by the Site Visit Attendee(s) during the Pre-Bid Conference and Site Visit.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING MASTER CONSTRUCTION SCHEDULE

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this Acknowledgment of Master Construction Schedule on behalf of the Contractor;

(ii) The Contractor is aware and understands that the Work required for the Project has been scheduled for particular time period(s) in order to facilitate efficient allocation of District administrative and financial resources, to facilitate making school facilities available at particular time(s), promote the best usage of school facilities, to provide an appropriate learning environment for students, and, if applicable, to avoid interference with the educational, recreational and other programs to be conducted at the Project Site;

(iii) The Contractor is aware and understands that the Master Construction Schedule for the Project, as developed and as may be modified in accordance with the Contract Documents, shall govern with respect to the timing of the Work, including, without limitation, and any and all phasing of the Work specified in the Master Construction Schedule;

(iv) The Contractor has carefully and thoroughly reviewed and considered the approved Master Construction Schedule and understands the requirements for labor, materials, equipment, supplies, and other things that are necessary to complete the Work, any phases thereof, in strict accordance with the approved Master Construction Schedule;

(v) The Contractor is aware and understands that, among its other responsibilities pursuant to the Contract, the Contractor shall be solely responsible for appropriately and adequately coordinating and timing the various portions of the Work (including, without limitation, in relation to work by others on the Project) to ensure that all of its Work is properly completed within the time(s) specified in the Master Construction Schedule; and

(vi) The Contractor is aware and understands that the Contractor may be liable for costs and/or damages arising from any failure by the Contractor to perform the Work and its other obligations relating to the Project in accordance with the Master Construction Schedule.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

SUBCONTRACTOR LISTING

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

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

(ii) The Bidder knows and understands the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code Section 4100 *et seq*.), including, without limitation, the consequences of not listing any subcontractor, or listing more than one subcontractor, for any portion of the work on the Project.

(iii) The Bidder is aware and acknowledges that, if bid alternates are required, the Bidder must submit a separate, complete list of subcontractors for each such bid alternate.

(iv) All subcontractors that the Bidder will use, if awarded a contract for work on the Project, are listed on the following Attachment Sheet(s), and the Bidder represents and warrants that each such subcontractor shall be duly and appropriately licensed by the CSLB prior to commencing any of the Work.

(v) The Bidder is aware and acknowledges that, not later than twenty-four hours following the bid deadline, the Bidder must submit to the District, in writing, the address, telephone number, and contact person's first and last name, for each listed subcontractor.

(vi) The Bidder is aware and acknowledges that, if awarded a contract for work on the Project, the Bidder shall not, without the District's written consent: (i) substitute any subcontractor in place of a listed Subcontractor; (ii) permit any subcontract for work on the Project to be assigned or transferred; (iii) allow any such work, labor or service to be performed by anyone other than the applicable listed Subcontractor; or (iv) sublet or subcontract any of the work in excess of one-half of one percent of Bidder's total bid for which the Bidder did not list a subcontractor.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THIS CERTIFICATION PAGE MUST BE ACCOMPANIED BY THE LIST OF SUBCONTRACTORS ON THE FOLLOWING ATTACHMENT SHEET. MAKE AND USE COPIES OF THE ATTACHMENT SHEET, AS NECESSARY TO LIST ADDITIONAL SUBCONTRACTORS.

SUBCONTRACTOR LISTING – ATTACHMENT SHEET

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

Attachment Sheet _____ of _____

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1. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

2. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

3. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

4. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

5. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

6. Subcontractor Name: _____
   CSLB License No.: _____ DIR Registration No.: _____
   Location of Business: _____
   Portion of Work: _____

CERTIFICATION REGARDING CONTRACTOR REGISTRATION

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

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

(ii) The Bidder is aware and acknowledges that, except as authorized by Business and Professions Code Section 7029.1 and Public Contract Code Section 20103.5, no contractor may submit a bid for any work on a public works project unless the contractor is, and no subcontractor may be listed in any bid for work on a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.

(iii) The Bidder is aware and acknowledges that no contractor or subcontractor may be awarded a contract for work on a public works project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5.

(iv) The Bidder is aware and acknowledges that, notwithstanding anything to the contrary, if awarded the Contract and at any time during the performance of the Work, the Bidder or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration), the District in its sole discretion may cancel the Contract and/or replace the Bidder or its Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5, and the Bidder and/or its surety shall be responsible for any and all associated costs incurred by the District.

(v) If at any time during the Project the Bidder intends to use a Subcontractor that was not listed in its bid (e.g., a Subcontractor performing work costing less than one-half of one percent of the Bidder's total bid amount), then, before the Subcontractor performs any work on the Project, the Bidder must provide written notice to the District that identifies the Subcontractor and includes the printout described at the bottom of this form as evidence that the Subcontractor is properly registered with the DIR.

(vi) The Bidder acknowledges that it must: (i) monitor the registration status of its Subcontractors on a regular, ongoing basis; and (ii) inform the District in writing in each case that any Subcontractor is or becomes not duly registered.

(vii) The Bidder and each Subcontractor listed in the Subcontractor Listing submitted by the Bidder (each a "Listed Subcontractor") are duly registered with the DIR pursuant to Labor Code Section 1725.5.

(viii) Evidence (in the form described in the note below) that the Bidder and each Listed Subcontractor are duly registered with the DIR pursuant to Labor Code Section 1725.5 is attached to this certification.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THIS CERTIFICATION MUST BE ACCOMPANIED BY PRINTOUTS OF THE APPLICABLE PAGES OF THE DIR WEBSITE EVIDENCING THAT THE BIDDER AND ALL LISTED SUBCONTRACTORS ARE CURRENTLY REGISTERED PURSUANT TO LABOR CODE SECTION 1725.5.

CERTIFICATION REGARDING CONTRACT DOCUMENTS

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

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

(ii) I have sufficient knowledge, experience, and/or resources to have undertaken the activities and reached the conclusions described and set forth in this Certification Regarding Contract Documents.

(iii) The Bidder has thoroughly examined and developed an understanding of all of the Contract Documents relating to the work required to complete the Project or the portion thereof to be performed by the Bidder if awarded a contract for such work, including, without limitation, Notice Inviting Bids, Instructions for Bidders, Agreement for Construction Services, General Provisions, Special Provisions, Required Bidding Forms, Required Contract Forms, Required Project Forms, any Addenda, and the Drawings and Specifications.

(iv) The Bidder had the opportunity, prior to submitting a bid for the Work, to seek from the Architect an interpretation of any and all conflicts, omissions or other discrepancies in any of the Contract Documents that the Bidder discovered or discerned during its review of the Contract Documents.

(v) The Bidder is aware and acknowledges that no person or entity is authorized to provide any oral interpretation of any provision of the Contract Documents, and no oral interpretation of the Contract Documents shall be binding on the District.

(vi) Because it has had the opportunity to seek interpretations of the Contract Documents, and by submitting a bid for the Work, the Bidder shall be deemed and construed to have no doubts as to the meaning of the Contract Documents or the nature or scope of such work.

(vii) The Bidder is aware and acknowledges that the Project is a "public work" and/or "public project" for purposes of various provisions of law and, because the Contract Documents do not include comprehensive statements of all requirements of law applicable to public works and public projects, the Bidder must know and understand (and shall be deemed and construed to know and understand) all requirements of law applicable to or in connection with the Work.

(viii) The Bidder is aware and acknowledges that the Contract Documents specify the construction delivery method being used to implement the Project, that the District may contract with others for work in connection with the Project in addition to the work to be performed by the Bidder if awarded a contract in connection with the Project, and that such work by the Bidder will be subject to coordination with any such work by others.

(ix) The Bidder is aware and acknowledges that the Contract Documents specify a time period, deadline or procedure for determining the time for completion of the various portions and/or all of the work required to complete the Project and, by submitting a bid for the Work, the Bidder agrees and accepts that such time period, deadline or procedure is sufficient and reasonable.

(x) The Bidder is aware and acknowledges that, if the District awards a contract to the Bidder for or in connection with the Project, the Contract Documents, collectively and as duly amended, shall constitute the final, complete and exclusive statement of the terms of the agreement between the District and the Bidder relating to the performance of the Work.

(xi) The Bidder is aware and acknowledges that, if the District awards a contract to the Bidder for or in connection with the Project, neither any failure by the Bidder or the undersigned to have undertaken the activities described in this Certification Regarding Contract Documents, nor the falsity of any acknowledgment or certification by the undersigned set forth in this Certification Regarding Contract Documents, shall relieve Bidder from any obligations set forth in the Contract Documents.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING DVBE COMPLIANCE EFFORTS

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) The Contractor made reasonable efforts, as required by the Bid Documents, to secure participation in the Contract by Disabled Veteran Business Enterprises ("DVBE"), including, without limitation, participation by DVBE subcontractors, material suppliers, and others.

(iii) With respect to the Bidder's ability to secure participation in the Contract by DVBE, the appropriate box is checked immediately below (check only one box).

☐ Despite its reasonable efforts, the Contractor DID NOT secure DVBE participation in the Contract. However, if awarded the Contract, the Contractor will use DVBE services if the opportunity reasonably arises at any time during construction of the Project.

☐ The Contractor DID secure DVBE participation in the Contract, as described on the Attachment Sheet(s) attached hereto. The Contractor will use additional DVBE services if the opportunity reasonably arises at any time during construction of the Project.

(iv) If awarded the Contract, then, upon completion of the Project and as a condition precedent to final payment to the Contractor pursuant to Section 22.17 of the General Provisions, the Contractor will report to the District, using the form set forth in the Required Project Forms, the actual total dollar amount of DVBE participation in the Contract, including, without limitation, any work performed pursuant to Change Orders applicable to the Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING DVBE COMPLIANCE EFFORTS – ATTACHMENT SHEET

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

Attachment Sheet ____ of ____

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1. DVBE Entity Name: _____

   State DVBE Certification No.: _____ Telephone No.: _____

   Business Address: _____

   Anticipated Participation in Contract: $_____

   Type of Participation: _____

2. DVBE Entity Name: _____

   State DVBE Certification No.: _____ Telephone No.: _____

   Business Address: _____

   Anticipated Participation in Contract: $_____

   Type of Participation: _____

3. DVBE Entity Name: _____

   State DVBE Certification No.: _____ Telephone No.: _____

   Business Address: _____

   Anticipated Participation in Contract: $_____

   Type of Participation: _____

4. DVBE Entity Name: _____

   State DVBE Certification No.: _____ Telephone No.: _____

   Business Address: _____

   Anticipated Participation in Contract: $_____

   Type of Participation: _____

CERTIFICATION REGARDING BIDDER REFERENCES

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

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

(ii) The Bidder is aware and hereby acknowledges that the District may investigate and determine whether the Bidder is a "responsible" bidder, based on such information as may be available for such purposes, including, without limitation, the bidder references set forth on the Attachment Sheet to this certification, information provided by other school districts and public agencies for which the Bidder has performed any public works, information provided by regulatory agencies, credit reports, financial statements, and public records.

(iii) In the last five years, the Bidder (acting as a prime contractor) has entered into the following number of contracts to perform construction services on public-projects undertaken by California public school districts *(enter number)*: _____

(iv) In the last five years, the Bidder (acting as a subcontractor) has entered into the following number of contracts to perform construction services on public-projects undertaken by California public school districts *(enter number)*: _____

(v) The reference information for the Bidder's five most recent contracts for public-projects undertaken by California public school districts in the last five years is specified on the Attachment Sheet to this certification, and such information is complete, true and correct.

(vi) The Bidder acknowledges and agrees that, in connection with determining whether the Bidder is a responsible bidder, the District may seek additional information from the Bidder and/or may seek clarification of any information provided by the Bidder, and, upon request, the Bidder shall promptly provide such information and/or clarification to the District.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THIS CERTIFICATION PAGE MUST BE ACCOMPANIED BY THE REFERENCE INFORMATION ON THE FOLLOWING ATTACHMENT SHEET.

CERTIFICATION REGARDING BIDDER REFERENCES – ATTACHMENT SHEET

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

1. School District: _____
   Contact Person: _____ Phone Number: _____
   Project Name: _____ Contract Date: _____
   Bidder Status (check one): ☐ Prime Contractor ☐ Subcontractor Contract Amount: _____
   Type/Scope of Work: _____

2. School District: _____
   Contact Person: _____ Phone Number: _____
   Project Name: _____ Contract Date: _____
   Bidder Status (check one): ☐ Prime Contractor ☐ Subcontractor Contract Amount: _____
   Type/Scope of Work:

3. School District: _____
   Contact Person: _____ Phone Number: _____
   Project Name: _____ Contract Date: _____
   Bidder Status (check one): ☐ Prime Contractor ☐ Subcontractor Contract Amount: _____
   Type/Scope of Work: _____

4. School District: _____
   Contact Person: _____ Phone Number: _____
   Project Name: _____ Contract Date: _____
   Bidder Status (check one): ☐ Prime Contractor ☐ Subcontractor Contract Amount: _____
   Type/Scope of Work: _____

5. School District: _____
   Contact Person: _____ Phone Number: _____
   Project Name: _____ Contract Date: _____
   Bidder Status (check one): ☐ Prime Contractor ☐ Subcontractor Contract Amount: _____
   Type/Scope of Work: _____

CERTIFICATION REGARDING IRAN CONTRACTING ACT

(Public Contract Code §2200 *et seq.*)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Bidder Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

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

(ii) With respect to the Bidder's status for purposes of the Iran Contracting Act of 2010 (Public Contract Code Section 2200 *et seq.*), the appropriate box is checked immediately below (check only one box).

☐ The Bidder is not:

(i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or

(ii) a financial institution that extends, for 45 days or more, credit in the amount of $20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

☐ The District has exempted the Bidder from the requirements of the Iran Contracting Act of 2010 after making a public finding that, absent the exemption, the District will be unable to obtain the goods and/or services to be provided pursuant to the Contract.

☐ The maximum total amount payable to the Bidder in connection with the Project, as of the date of this certification, will not exceed one million dollars ($1,000,000.00).

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: IN ACCORDANCE WITH PUBLIC CONTRACT CODE SECTION 2205, FALSE CERTIFICATION OF THIS FORM MAY RESULT IN CIVIL PENALTIES EQUAL TO THE GREATER OF $250,000 OR TWICE THE CONTRACT AMOUNT, TERMINATION OF THE CONTRACT, AND/OR INELIGIBILITY TO BID ON CONTRACTS FOR THREE YEARS.

NOTICE AND CERTIFICATION REGARDING RUSSIA-RELATED SANCTIONS

(Executive Order N-6-22)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Contractor: _____

NOTICE TO BIDDER

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

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

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

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

CERTIFICATION BY BIDDER

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

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

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

(iii) The Contractor represents and warrants that neither the Contractor nor any of its directors, officers, or affiliates: (i) invests in, or has financial transactions with Russian institutions or

companies that are headquartered or have their principal place of business in Russia ("Russian Entities"); or (ii) transfers technology to Russia or any Russian Entities.

(iv) The Contractor represents and agrees that, in connection with the Project, and in connection with its activities pursuant to the contract awarded for the Bid identified above on this form ("Agreement"), neither the Contractor nor any of its directors, officers, or affiliates shall engage in any of the activities described in the foregoing Clause (iii) of this form, or otherwise violate any of the Economic Sanctions.

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

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

NOTICE AND CERTIFICATION REGARDING THE IN-USE OFF-ROAD DIESEL-FUELED FLEETS REGULATION

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project, **Bid No.** 388

Contractor: _____

NOTICE TO BIDDER

The California Air Resources Board ("CARB") In-Use Off-Road Diesel-Fueled Fleets Regulation set forth at Title 13 of the California Code of Regulations, Section 2449 *et seq.* ("CARB Regulation"), establishes requirements applicable to public projects. Such requirements must be satisfied prior to entering into (or renewing) a contract for a public project, if any one or more vehicles subject to the CARB Regulation are used on the project.

The CARB Regulation requires vehicle fleets subject to the regulation to meet certain emissions-related performance standards, depending on whether the fleet is large, medium, or small in size. The CARB Regulation provides that, after a fleet owner submits to CARB certain reports and an affirmation indicating that the fleet complies with the CARB Regulation, CARB will issue a "Certificate of Reported Compliance with the Regulation for In-Use Off-Road Diesel-Fueled Fleets" ("Certificate of Reported Compliance") for that fleet. A fleet owner that knowingly submits a false statement or representation, or otherwise fails to comply with the CARB Regulation, may be subject to civil or criminal penalties.

The CARB Regulation prohibits public agencies from entering into a prime contract for any project involving the use of one or more vehicles subject to the CARB Regulation, unless the prime contractor has a valid and current Certificate of Reported Compliance for each fleet that will be used in the performance of that contract, whether by the prime contractor or any listed subcontractors. Such Certificates of Reported Compliance must be retained for a period of three years following completion of the project, and must be provided to CARB within five business days of its request.

The foregoing is a summary of the requirements of the CARB Regulation and, as a summary, it does not describe all of the details and provisions of the CARB Regulation. Each Bidder desiring more information regarding the CARB Regulation is hereby advised to consult with its own legal counsel.

Certification

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

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

(ii) Prior to submitting its bid for the Project identified above, the Bidder (a) read the Notice set forth above, and (b) consulted, or had unqualified opportunities to consult, with its own legal counsel or other knowledgeable person(s) regarding the requirements of the CARB Regulation.

(iii) If the District awards the Contract for the Project to the Bidder, then, as between the Bidder and the District, the Bidder shall be responsible and liable for ensuring that it and those of its Subcontractors that use, on the Project, any one or more vehicles subject to the CARB Regulation (each a "Vehicle Fleet") shall at all times be in compliance with applicable requirements of the CARB Regulation.

(iv) The Bidder has submitted with this Certification, if applicable, a comprehensive list identifying the Vehicle Fleets that the Bidder, as of the date it submitted its bid for the project, reasonably believes will be necessary, and that the Bidder intends will be operated and used, in connection with the Project identified above in this Certification, including, without limitation, Vehicle Fleets to be operated by the Bidder's Subcontractors ("Fleet List").

(v) The Bidder has submitted with this Certification a complete and accurate copy of a current and valid Certificate of Reported Compliance for each and every Vehicle Fleet identified on the Fleet List submitted with this Certification.

(vi) **By checking this box ☐,** the Bidder shall be deemed and construed to represent and warrant, to the District, that: (1) no Vehicle Fleets will be needed or used on the Project; (2) the foregoing clauses (iv) and (v) are not applicable as of the date the Bidder submitted its bid for the Project; and (3) all other provisions of this Certification shall remain applicable and shall bind the Bidder if the District awards the Contract to the Bidder. **Caution: Do not check the foregoing box unless no Vehicle Fleets will be needed or used on the Project.**

(vii) The Bidder acknowledges and agrees that, If the District awards the Contract to the Bidder, and if for any reason thereafter (including, without limitation, as the result of any substitution, Change Order, or other change to the Contract) it will be necessary for the Bidder or any Subcontractor to use a Vehicle Fleet not identified on the Fleet List, then, in each such case, the Bidder shall: (a) identify the Vehicle Fleet in writing ("Fleet Identifier"); (b) obtain a current and valid Certificate of Reported Compliance for the Vehicle Fleet; and (c) provide to the District both the Fleet Identifier and a complete and accurate copy of the associated Certificate of Reported Compliance.

(viii) The Bidder acknowledges that, for purposes of determining compliance with the CARB Regulation, an agent or employee of CARB, upon presentation of proper credentials, has the right to enter any facility (with any necessary safety clearances) where off-road vehicles are located or off-road vehicle records are kept.

(ix) The Bidder agrees that, if the District awards the Contract to the Bidder, the Bidder shall indemnify, defend, and hold-harmless the District, in accordance with the Contract, with respect to any and all claims, demands, actions, costs and expenses (including, without limitation, attorney fees), and other liabilities of any nature whatsoever that arise from any failure by the Bidder or any of its Subcontractors to comply with the CARB Regulation.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: A BIDDER WILL NOT BE RESPONSIVE IF THE BIDDER FAILS TO COMPLETE AND SUBMIT THIS CERTIFICATION WITH ITS BID. UNLESS IF IT HAS CHECKED THE BOX IN CLAUSE (vi) ABOVE, A BIDDER WILL NOT BE RESPONSIVE IF THE BIDDER DOES NOT SUBMIT, WITH THIS CERTIFICATION, A COMPREHENSIVE FLEET LIST AND ASSOCIATED CERTIFICATES OF REPORTED COMPLIANCE IN ACCORDANCE WITH CLAUSES (iv) AND (v) ABOVE.

REQUIRED CONTRACT FORMS

The Required Contract Forms are set forth on the following pages and include all of the following:

1. Agreement for Construction Services
2. Payment Bond
3. Performance Bond
4. Certification Regarding Asbestos
5. Notice and Certification Regarding Lead-Free Materials
6. Certification Regarding Drug-Free Workplace
7. Certification Regarding Tobacco-Free Workplace
8. Certification Regarding Workers Compensation

AGREEMENT FOR CONSTRUCTION SERVICES

This Agreement for Construction Services is made effective as of March 9, 2026, by and between the Tustin Unified School District ("District"), a California public school district, and Enter Contractor's Full Legal Business Name ("Contractor"), a Enter State in which Contractor was Organized-Formed Enter Type of Entity designated as entity number Enter Number by the California Secretary of State. The District and the Contractor may be referred to individually as "Party" and collectively as the "Parties."

In consideration of their respective rights and obligations pursuant to this Agreement for Construction Services and the Contract of which this Agreement for Construction Services is a part, consideration that each Party acknowledges is adequate, the Parties as follows:

Section 1. ***Project.*** This Agreement for Construction Services applies to the following Project: Tustin Unified School District – Hicks Canyon Elementary School Portable Project; Bid No. 388.

Section 2. ***Scope of Work.*** The Contractor shall furnish any and all labor, materials, equipment, tools, utilities, temporary facilities, transportation, goods and other services and things necessary for full completion of all construction and other services required in accordance with the Contract Documents for the Project ("Work").

Section 3. ***Component Parts of the Contract.*** This Agreement for Construction Services is but one component of the Contract that sets forth the complete understanding and agreement of the District and the Contractor with respect to the performance of the Work. The Contract is composed of all of the Contract Documents, as those may be amended in accordance with their provisions, and each such document is hereby incorporated as an operative and effective part of the Contract. The Contract Documents shall be deemed and construed to be complementary and an integrated whole. Any requirement or provision set forth in one Contract Document, but not in one or more of the other Contract Documents, shall be interpreted as if set forth in or applicable to all Contract Documents. The Contract Documents include, but are not limited to, all of the following:

(i) Notice Inviting Bids;
(ii) Instructions for Bidders;
(iii) All completed and executed Required Bidding Forms, excluding the Bid Label and the Bid Bond;
(iv) All completed and executed Required Contract Forms;
(v) All completed and executed Required Project Forms;
(vi) The Agreement for Construction Services;
(vii) The General Provisions;
(viii) The Special Provisions;
(ix) The Supplementary Special Provisions (only if the Special Provisions provide that an OCIP is applicable to the Work);
(x) All Drawings and Specifications;
(xi) Addenda No. (Nos.) List Addendum/Addenda in order issued;
(xii) The Master Construction Schedule;
(xiii) The Notice to Proceed;
(xiv) All issued Architect Field Directives;
(xv) All issued Construction Change Directives; and
(xvi) All completed and executed Change Orders.

Section 4. ***Contract Time.*** The Contractor shall have sufficiently mobilized and commenced the Work on the date specified by the District as the date for commencing the Work ("Commencement Date") in the notice from the District directing the Contractor to proceed with the Work ("Notice to Proceed"). The District may defer issuing a Notice to Proceed as provided in the General Provisions. The Contractor must fully complete the Project within the overall number of consecutive days specified in the Special Provisions ("Contract Time") and in accordance with the approved Master Construction Schedule (as amended from time to time).

Section 5. ***Contract Price.*** As full consideration for the full and faithful performance by the Contractor of each and all of its obligations pursuant to the Contract, the District shall pay to the Contractor the total amount ("Contract Price") of: enter amount using words dollars ($enter amount using numbers). The Contract Price is subject to increase and/or decrease as provided in the Contract Documents. The District shall pay the Contract Price to the Contractor in accordance with the General Provisions.

Section 6. ***Due Authority of Signatories.*** Each person who has signed this Agreement for Construction Services on behalf of a Party shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such Party to sign, and thereby bind such Party to, this Agreement for Construction Services and the Contract of which this Agreement for Construction Services is a component part.

In witness whereof, the Parties have executed this Agreement for Construction Services as evidenced by signatures, below, of their respective duly authorized representatives.

Tustin Unified School District	***Enter Contractor's Full Legal Name***
By: _____	By: _____
Print name: _____	Print name: _____
Print title: _____	Print title: _____
Date signed: _____	Date signed: _____

District Board Approved: March 9, 2026

PAYMENT BOND

Project Owner: Tustin Unified School District of Orange County, California

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

Surety: _____

Bond #: _____

Penal Sum: _____ ($_____)

WHEREAS, the Project identified above is a public project and public work in accordance with applicable law, and the School District identified above awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project ("Contract"); and

WHEREAS, the Contract and/or California Civil Code Section 9550 *et seq.* require that the Principal furnish a labor and materials payment bond to the School District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to pay for materials, labor and other things as required by applicable law, which bond must have a penal sum equal to one hundred percent of the total amount payable by the School District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents to the School District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the School District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

The condition of this obligation is that, if the Principal, or any of its heirs, executors, administrators, successors or assigns, or any of its Subcontractors, fail in connection with the Project to pay as and when required (1) any of the persons authorized by California Civil Code Section 9100 to assert a claim against the Payment Bond, (2) amounts due under the Unemployment Insurance Code with respect to work or labor performed pursuant to the Contract, or (3) any amounts required to be deducted, withheld, and paid over to the Employment Development Department from wages of employees of the Principal or any of its Subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the Surety shall pay, in full, any and all claims for such amounts, in a total amount not in excess of the penal sum set forth herein, and also, in case suit is brought upon this Payment Bond, such reasonable attorneys' fees as fixed by the court.

This Payment Bond shall inure to the benefit of any and all of the persons named in California Civil Code Section 9100, so as to give a right of action to those persons or their assigns in any suit brought upon this Payment Bond.

The Surety hereby stipulates and agrees that this Payment Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Payment Bond on account of: (1) any extension of time, change, amendment or other modification of the Contract or other Project

documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications; (2) any rescission or attempted rescission of the Contract or this Payment Bond; (3) any fraud of any person or entity other than fraud of a claimant in connection with making a claim on this Payment Bond; or (4) any breach of any contract by the School District, the Principal or any person or entity for whose benefit Surety has issued this Payment Bond. The Surety further stipulates and agrees that this Payment Bond shall be construed most strongly against the Surety and in favor of the persons and entities for whose benefit Surety has issued this Payment Bond.

The Surety shall not be deemed to have fully and appropriately executed this Payment Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number
_____	_____
Representative Email Address	Representative Email Address

PLEASE NOTE: THE EMAIL ADDRESS ENTERED INTO A "REPRESENTATIVE EMAIL ADDRESS" FIELD, ABOVE, MUST BE THE DIRECT-EMAIL ADDRESS FOR THE REPRESENTATIVE, NOT A GENERAL EMAIL ADDRESS.

(The remainder of this page intentionally left blank.)

Each person who has signed this Payment Bond, below, on behalf of either the Principal or the Surety shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such party to sign, and thereby bind such party to, this Payment Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Payment Bond as evidenced by the signatures below of their respective, duly authorized representatives.

PRINCIPAL	**SURETY**
Company Name	Company Name
Representative Signature	Representative Signature
Representative Name	Representative Name
Representative Title	Representative Title
Date Signed	Date Signed
Principal: Attach Notary acknowledgment to this Payment Bond and, if applicable, imprint corporate seal in the space below this line.	**Surety: Attach Notary acknowledgment and power of attorney to this Payment Bond and imprint corporate seal in the space below this line.**

PERFORMANCE BOND

Project Owner: Tustin Unified School District of Orange County, California

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

Surety: _____

Bond #: _____

Penal Sum: _____ ($_____)

WHEREAS, the Project identified above is a public project and a public work in accordance with applicable law, and the Project Owner identified above (herein, "School District") awarded to the Contractor identified above (herein, the "Principal") a contract providing for completion of the Project identified above ("Contract"); and

WHEREAS, the Contract requires that the Principal furnish a bond to the School District that ensures the faithful performance of the Principal's obligations pursuant to the Contract to fully and satisfactorily perform the work and services required by the Contract (collectively, the "Work"), which bond must have a penal sum equal to one hundred percent of the total amount payable by the School District to the Principal pursuant to the Contract; and

WHEREAS, the Surety identified above hereby represents and warrants to the School District that the Surety is an "admitted surety insurer" in accordance with Section 995.120 of the California Code of Civil Procedure;

NOW, THEREFORE, we, the Principal and Surety, are hereby held and firmly bound to the School District in an amount of lawful money of the United States of America equal to the Penal Sum specified above, the payment of which well and truly to be made, we hereby bind, jointly and severally, ourselves and our heirs, executors, administrators and successors.

The condition of the foregoing payment obligation is that, if the Principal (or, to the extent permitted by the Contract, its heirs, executors, administrators, successors or assigns) shall fully perform all of the undertakings, terms, covenants, conditions, agreements and other obligations required of the Principal pursuant to the Contract and any amendments or changes thereto, and shall complete the Work in full and strict conformance with the requirements of the Contract, all within the time and in the manner designated therein, in all respects according to their true intent and meaning, then such obligation shall become null and void; otherwise, it shall remain in full force and effect.

A condition precedent to the satisfactory completion of the Contract is that, after the acceptance of the Project by the School District, the payment obligation of this Performance Bond shall remain in full force and effect, in the penal sum set forth herein, during all periods in which the Principal has any obligations pursuant to the Contract (including, without limitation, the obligations to make full, complete, and satisfactory repair and replacements of any defective materials and/or faulty workmanship, to pay liquidated damages and/or to indemnify the School District or any other party), and the obligations of the Surety hereunder shall continue so long as any such obligation of Principal continues to exist. The obligations of the Surety pursuant to this Performance Bond are exclusive of and distinct from any

obligations the Surety may have pursuant to any labor and materials payment bond applicable to the Work.

In any and each case the School District gives notice that the Principal has breached any of its obligations pursuant to the Contract and, therefore, the Principal's right to perform some or all of the Work has been terminated, the Surety shall: (i) within the time period required by the Contract, give written notice to the School District regarding whether the Surety intends to take over and complete the performance of the Contract; (ii) if it intends to take over the Contract, commence performance of the Work at the Project site within the time period required by the Contract; and (iii) if it intends to take over the Contract, complete the Work in strict accordance with the provisions of the Contract, including, without limitation, provisions for the time(s) within which the Work must be completed.

The Surety hereby acknowledges that time is of the essence. In any and each case that the Surety does not, in accordance with the foregoing paragraph, give notice within the required time period of its intention to take over the Contract or, if it has given such notice, does not commence performance of the Work at the Project site within the required time period, the School District may elect to take over the Work and may proceed to complete the Work, by separate contract or by any other means or method the School District deems appropriate, including, without limitation, use of its own forces for some or all of the Work. Without limiting the foregoing discretion of the School District, it may for such purposes obtain one or more quotes, proposals, or bids for any and all work, equipment, materials, and/or other things necessary in the School District's reasonable discretion to complete the Work in strict accordance with the provisions of the Contract, and may enter into one or more contracts providing for completion of the Work. In any case, if the remaining funds otherwise payable to the Contractor in accordance with the Contract are insufficient to pay all costs incurred by the School District in connection with the foregoing, including, without limitation, design professional, legal and other costs, the Surety shall make available, as the Work progresses, sufficient funds, up to and including a total amount equal to the Penal Sum set forth above, to pay the cost of completing the Work.

In performing its obligations pursuant to this Performance Bond, the Surety expressly agrees that: (i) absent the express written consent of the School District, the Surety shall neither use the Principal nor accept a quote, proposal, or bid from the Principal for purposes of completing any of the Work; (ii) the School District shall have the right, in its reasonable discretion, to reject any contractor or subcontractor that the Surety may propose to fulfill such obligations; and (iii) in any and each case that the School District elects to take over some or all of the Work, and without limiting any of its other obligations pursuant to this Performance Bond, the Surety's payment and other obligations pursuant to this Performance Bond shall not thereby be obviated, limited, or otherwise modified.

Notwithstanding anything to the contrary, in the event the School District determines that the Principal has not met, or likely will be unable to meet, any deadline required pursuant to the Contract, or that Principal's performance otherwise does not conform with the requirements of the Contract, the School District may notify the Surety. In such event, the Surety must make reasonable attempts to assist the Principal to resolve or avoid the default by the Principal. The Surety and Principal expressly agree that neither the giving of any notice by the School District nor the giving of any assistance by the Surety shall be deemed or construed to constitute interference by the School District or the Surety with the Contract or the ability of the Principal to obtain any bond(s) in any amount(s) from any surety insurer(s).

For value received, the Surety hereby stipulates and agrees that this Performance Bond shall not be exonerated and the Surety shall not be released from its obligations pursuant to this Performance Bond

by any change, amendment or other modification of the Contract or other Project documents, or of the Principal's rights and/or obligations pursuant thereto, and Surety hereby waives notice of any and all such modifications.

(The remainder of this page intentionally left blank.)

The Surety shall not be deemed to have fully and appropriately executed this Performance Bond unless Surety has provided all of the following information:

SURETY'S SOUTHERN CALIFORNIA/LOCAL REPRESENTATIVE	**SURETY'S REPRESENTATIVE FOR FILING CLAIMS**
_____	_____
Company Name	Company Name
_____	_____
Street Address	Street Address
_____	_____
City, State, Zip Code	City, State, Zip Code
_____	_____
Representative Name	Representative Name
_____	_____
Representative Telephone Number	Representative Telephone Number
_____	_____
Representative Email Address	Representative Email Address

PLEASE NOTE: THE EMAIL ADDRESS ENTERED INTO A "REPRESENTATIVE EMAIL ADDRESS" FIELD, ABOVE, MUST BE THE DIRECT-EMAIL ADDRESS FOR THE REPRESENTATIVE, NOT A GENERAL EMAIL ADDRESS.

(The remainder of this page intentionally left blank.)

Each person who has signed this Performance Bond on behalf of either the Principal or the Surety shall be deemed and construed to thereby represent and warrant that they have been duly authorized by such party to sign, and thereby bind such party to, this Performance Bond.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond as evidenced by the signatures below of their respective, duly authorized representatives.

PRINCIPAL	**SURETY**
_____	_____
Company Name	Company Name
_____	_____
Representative Signature	Representative Signature
_____	_____
Representative Name	Representative Name
_____	_____
Representative Title	Representative Title
_____	_____
Date Signed	Date Signed

<u>Principal</u>: Attach Notary acknowledgment to this Performance Bond and, if applicable, imprint corporate seal in the space below this line.

<u>Surety</u>: Attach Notary acknowledgment and power of attorney to this Performance Bond and imprint corporate seal in the space below this line.

CERTIFICATION REGARDING ASBESTOS

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor.

(ii) The Contractor is aware and acknowledges that, for purposes of this certification: (a) asbestos is any of chrysotile, crocidolite, amosite, anthophyllite, tremolite, actinolite or other minerals generally known as asbestos; and (b) an asbestos-containing material is any material or thing, or any component thereof, that contains, consists of, or is made up of greater than one-tenth of one percent (0.1%) asbestos.

(iii) The Contractor shall not use on, or incorporate into, the Project any asbestos or asbestos-containing materials, including, without limitation, in any tools, devices, clothing, or equipment used in the construction of any portion of the Project.

(iv) The Contractor has instructed its employees and Subcontractors in regard to such prohibition against asbestos and asbestos-containing materials, and in regard to the hazards, risks and liabilities involved in the use of asbestos and asbestos-containing materials.

(v) The Contractor acknowledges and agrees that:

(a) Each dispute as to whether any material, equipment or other thing used on, or incorporated into, the Work contains asbestos or is an asbestos-containing material shall be settled by electron microscopy;

(b) The costs of any such tests shall be paid by the Contractor if the material is found to contain asbestos at a level greater than as specified herein; and

(c) The District shall reject any and all materials or other things incorporated into the Work that are determined to contain asbestos or asbestos-containing materials, and the Contractor, at no cost to the District, must remove, replace and/or repair as necessary any and all affected portions of the Work.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

NOTICE AND CERTIFICATION REGARDING LEAD-FREE MATERIALS

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

NOTICE:

If the Work involves or relates to other than entirely new construction, the Work may disturb lead-containing or lead-based paint and other building materials that may be incorporated into existing buildings or other improvements located on the site for construction of the Project ("Project Site"). Until sampling and testing confirms otherwise, it shall be presumed that all school buildings and improvements built in 1992 or earlier contain lead-based or lead-containing paint.

The Contractor shall be responsible for ensuring that its employees and Subcontractors fully and adequately comply with, and that the Work is performed in conformance with, all applicable laws, ordinances, rules and regulations governing lead-based or lead-containing paint and other materials, including, but not limited to: (i) Education Code Section 32240 *et seq*.; (ii) Title 8, California Code of Regulations, Section 1532.1; and (iii) Title 17, California Code of Regulations, Section 35001, *et seq*.

If the Work involves renovation, modernization or other disturbance of any existing school buildings or improvements, the Contractor shall sample and test all materials as appropriate to determine whether lead-based paint or other materials are present and may present a hazard or threat during any such renovation or modernization. The Contractor shall provide the District with the results of any and all such testing, whether conducted prior to commencement of the Work, during the Work, or after completion of the Work.

Any and all Work that may result in the disturbance of lead-containing building materials must be coordinated through the District. Consistent with applicable law, when a lead-based hazard is identified, the Contractor shall utilize personnel certified by the Department of Health Services ("DHS") to perform lead-related services. The District may at any time request that Contractor provide the training and certification records of each employee of the Contractor or Subcontractor who provides lead-related services. The Contractor shall be solely responsible for proper disposal, in conformance with all applicable laws, of any and all lead-containing, lead-based or hazardous waste products including, but not limited to, paint chips, residue, and any other material that may be exposed or disturbed during the course of the Work.

California law prohibits, in the construction of any new school facility or in the modernization or renovation of any existing school facility, the use of lead-containing or lead-based paint, plumbing, solders, and other materials that may constitute a potential source of lead contamination.

In the event the Contractor or its employees or Subcontractors fail to comply with all applicable laws, rules and regulations related to lead-containing or lead-based paints and other materials, or fail to comply with any other requirements set forth in this Notice and Certification Regarding Lead-Free Materials, the Contractor shall be held solely responsible for any and all costs associated with any investigative and/or corrective actions deemed necessary by the District, and shall indemnify, defend and hold harmless the District, pursuant to the indemnification provisions of the Contract for the Work,

with respect to any and all claims, demands, actions, damages, costs, expenses and other liabilities arising therefrom.

CERTIFICATION:

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

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) The Contractor has received notice that, in circumstances described in this Notice and Certification Regarding Lead-Free Materials, lead-based paint and/or other lead-containing materials may be located on the Project Site;

(iii) The Contractor has received notice that it must comply with all applicable laws, rules and regulations governing work with, and disposal of, such materials; and

(iv) In connection with the performance of the Work, the Contractor shall comply with all such applicable laws, rules and regulations applicable to work with, and disposal of, lead based paint and/or other lead-containing materials, as well as the other requirements of this Notice and Certification Regarding Lead-Free Materials.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING DRUG-FREE WORKPLACE

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) The Contractor, in accordance with Government Code Section 8350 *et seq*., the Drug-Free Workplace Act of 1990, shall provide a drug-free workplace by doing all of the following:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying actions which will be taken against employees for violations of the prohibition.

(b) Establishing a drug-free awareness program to inform employees about all of the following:
(1) The dangers of drug abuse in the workplace;
(2) The Contractor's policy of maintaining a drug-free workplace;
(3) Availability of drug counseling, rehabilitation and employee-assistance programs; and
(4) The penalties that may be imposed upon employees for drug abuse violations.

(c) Requiring that each employee engaged in the performance of Work on the Project be given a copy of the statement required by clause (ii)(a) above and that, as a condition of employment on the Project, the employee agrees to abide by the terms of the statement.

(iii) The Contractor hereby acknowledges and agrees that, if the District determines that the certification herein is false, or that the Contractor violated this certification by failing to carry out the requirements of Section 8355, then the Contract awarded to the Contractor shall be subject to termination, suspension of payments, or both, and the Contractor shall be subject to debarment in accordance with the requirements of Section 8350 *et seq*.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING TOBACCO-FREE WORKPLACE

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; and

(ii) The Contractor shall ensure a tobacco-free workplace by doing both of the following:

(1) Providing the following statement, in writing, to each person who provides any labor or services on or at the Project Site, including, without limitation, any delivery personnel:

All properties and facilities operated by the Tustin Unified School District, including, without limitation, the Project Site, are tobacco-free work places. It is strictly forbidden while in, on or at any District property or facility (whether owned or leased) to smoke, chew or otherwise use tobacco products. The Contractor shall require each person (including, without limitation, any employee of the Contractor or any Subcontractor or supplier) found in violation of these requirements to permanently leave the Project Site, and the Contractor shall not thereafter permit such person to be present in, on or at the Project Site.

(2) Enforcing the requirements specified in the foregoing provision.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING WORKERS COMPENSATION

(Labor Code § 1861)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

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

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor; and

(ii) The Contractor is aware of the provisions of Labor Code Section 3700 *et seq.*, which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and the Contractor shall comply with such provisions prior to commencing and throughout the entirety of performance of the Work on the Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

SPECIAL PROVISIONS

Section 1. District Representatives. The Authorized District Officers for the Project are: (i) Tom Rizzuti, Director of Facilities & Planning, who is the primary contact and who may be reached at (714) 730-7515; and (ii) Sal Sanchez, Senior Director of Maintenance & Operations, who is the secondary contact and who may be reached at (714) 730-7515.

Section 2. Architect. The Architect for the Project is Morrissey Associates Inc., 3337 Susan St, Suite 225 Costa Mesa, CA 9262, https://morrisseyai.com/. The Architect of Record for the Project is Jonathan Legaspi and the primary Architect contact person for the Project is Jaret Uyeda, who may be reached at (714) 836-6137.

Section 3. Project Manager. N/A

Section 4. Commencement and Duration of Work. Following expiration of the Contract Return Period, and assuming the Contractor has duly completed, signed, and submitted all Contract Documentation, the District will issue a Notice to Proceed with the Work to the Contractor. The Contractor must commence performance of the Work (i.e., onsite, physical work of a significant nature) on the Commencement Date set forth in the Notice to Proceed. The Contractor shall complete all Work in accordance with any and all schedule milestones established for the Project pursuant to the Master Construction Schedule and other Contract Documents. Such milestone periods and time for completion of the Work shall be deemed to include, without limitations, any and all federal and state holidays observed by the Contractor and/or any of its Subcontractors and any and all Rain Days. By submitting its bid, the Contractor shall be deemed and construed to have accepted and agreed that performance of the Work within such total period and in accordance with all such milestones is reasonable and attainable. The District anticipates, but does not guarantee, that the foregoing will occur in accordance with the following:

District to issue Notice of Award:	March 10, 2026
District to issue Notice to Proceed:	March 20, 2026
Contractor to commence the Work:	June 1, 2026
Contractor to complete the Work:	August 3, 2026

Section 5. Project Site Not Immediately Available. If, in accordance with the Master Construction Schedule, the Project Site will not immediately be available to the Contractor as of the Commencement Date, the Contractor must use the time prior to commencing the Work for administrative tasks, initial mobilization, ordering of long-lead items and offsite work, and the Contractor shall coordinate such activities with the Project Manager.

Section 6. Strict Scheduling Requirements for Operating Schools. The Contractor acknowledges that the District has scheduled the Work for a specific time period, in order to facilitate efficient allocation of District administrative and financial resources, to promote the best usage of school facilities, to provide an appropriate learning environment for students, and to avoid interference with the District's educational, recreational and other programs. Contractor further acknowledges that strict compliance with scheduling requirements for the Work is mandatory in order to accomplish the foregoing goals. Therefore, in submitting a bid for the Work, the Contractor is deemed to have agreed

that it will have materially breached the contract if it fails to do all things necessary to timely complete the Work, including, without limitation, failing to provide submittals within the time required by the Contract Documents or to provide an adequate workforce or proper and sufficient materials and equipment.

Section 7. Time For Submitting Required Contract Forms. The Required Contract Forms include various form documents that the Contractor must complete and submit in connection with the execution of the Contract. The Contractor must complete, execute, and submit each such form prior to expiration of the Contract Return Period.

Section 8. No Sole-Source Items. The Bid Documents do not specify, in accordance with Public Contract Code Section 3400, any materials, products, things and/or services that are limited to specific brand or trade name, or any one specific concern (each a "Sole-Source Item").

Section 9. No Additive and/or Deductive Alternates. The Bid Documents do not specify any additive and/or deductive alternates for which separate pricing must be specified in the Bid Proposal Form.

Section 10. Minimum Liability Coverage Limits. The Contractor must obtain and maintain, and must require that each Subcontractor obtain and maintain, Insurance Policies as required pursuant to Part 6 of the General Provisions and having the following minimum coverage amounts:

(i) *CGL Policy* coverage limits not less than:

Per occurrence:	$2,000,000
General (and Project specific) annual aggregate:	$10,000,000
Products-completed operations annual aggregate:	$10,000,000
Personal and advertising injury (per person or organization):	$1,000,000
Premises and operations (per occurrence):	$1,000,000
Medical expense (per person):	$1,000,000

(ii) *CPL Policy coverage limits of not less than:*

Per occurrence or claim:	$1,000,000
Project specific, annual aggregate:	$5,000,000

(iii) *Commercial Auto Liability Insurance* coverage limits of not less than:

Per occurrence (combined single limit):	$1,000,000
Project Specific, annual aggregate:	$2,000,000

(iv) *Professional Liability Insurance* coverage limits of not less than:

For the Contractor:	$2,000,000
For Subcontractors (when applicable):	$1,000,000

Section 11. Sexual Abuse and Molestation Coverage. The District has determined that, due to the nature, type, location, or characteristics of the Work and/or the Project Site, the requirements for sexual abuse and molestation coverage described in Subsection 6.5.7 of the General Provisions SHALL NOT be in effect or apply to the Contract.

Section 12. No Owner Controlled Insurance Program. The District WILL NOT implement an OCIP for the Project and, therefore, Section 6.3 of the General Provisions shall NOT be in effect or apply to the Contract.

Section 13. Builder Risk Policy. The District WILL NOT procure a DBR Policy and, therefore, Section 6.4 of the General Provisions SHALL NOT be in effect and or apply to the Contract. In addition, the Contractor SHALL NOT be required to procure the CBR Policy in accordance with Section 6.5.6 of the General Provisions.

Section 14. Pre-Construction Labor-Law Conference. The District will conduct a pre construction conference to discuss labor-law requirements applicable to the Work. Attendance at the conference is mandatory. The Contractor and each of its listed Subcontractors must attend. The conference date and time is TBD and will be announced post award.

Section 15. Regular Working Hours. For purposes of Section 13.9 of the General Provisions, "Regular Working Hours" shall mean any weekday, Monday through Friday, inclusive, between the hours of: 7 a.m. and 5 p.m.

Section 16. Liquidated Damages Amount. For purposes of Section 13.21 of the General Provisions, the amount of liquidated damages, for each day or portion thereof, shall be $2,000

Section 17. Background Checks. The requirements for employee background checks set forth in Section 10.3 of the General Provisions INITIALLY SHALL NOT be in effect or apply to the Work.

Section 18. Stormwater Control Requirements. The NPDES and SWPPP requirements set forth in Section 8.13 of the General Provisions SHALL NOT be in effect or apply to the Contract.

Section 19. DVBE Requirements. The DVBE requirements set forth in Section 11 of the Instructions for Bidders SHALL NOT be in effect or apply to the Contract.

Section 20. Retention. The District Board or its designee HAS NOT determined, in accordance with Public Contract Code Section 7201, that the Project is substantially complex and, therefore, the District SHALL NOT withhold Retention in excess of five percent from each payment to the Contractor made in accordance with the Contract.

Section 21. Drawings and Specifications. The Contractor shall be responsible for producing additional copies of the approved Drawings and Specifications by downloading those from a website link to be provided by the Architect or the District. As between the District and the Contractor, any and all copies of the Drawings and Specifications shall be and shall remain the sole property of the District and, except as may be expressly provided in the Contract Documents, the Contractor shall have no ownership or possessory rights or interests in or to the Drawings and Specifications, or any copy thereof.

Section 22. Miscellaneous Requirements Applicable to Operating Schools. The following shall apply to the Work if the Project involves work on or at an existing, operating school:

(i) No materials, equipment, *et cetera*, may be delivered to the Project Site between the hours of 7:30 a.m. - 8:30 a.m. or 2:15 p.m. - 3:15 p.m. on any school day.

(ii) No materials and/or personal vehicles may be placed or parked in any fire lane on or adjacent to the Project Site. A construction vehicle or machinery then being used in connection with the Work may be parked in any such fire lane only temporarily and, if unattended, the vehicle or machinery must remain unlocked and the key thereto left in the ignition switch so that it can be moved if necessary, but the Contractor shall at all times remain liable for any injury or damage resulting from unauthorized or improper use of the vehicle or machinery by others.

(iii) Not more than one vehicle per trade will be permitted on the Project Site at any one time. All tools, materials, equipment, *et cetera*, are to be dropped off and vehicles removed from the Project Site immediately. Vehicles used in connection with the Work must be legally parked on public streets in the vicinity of the Project Site, and, except as authorized by the Project Manager, no such vehicles may be parked in the school parking lot.

(iv) The Contractor must coordinate with the Project Manager all traffic and pedestrian controls required for the operations of the Contractor and its Subcontractors and suppliers.

(v) All areas of the Project Site on which the Work is to occur may not be available at the same time, and the Contractor may need to mobilize more than once to complete the Work.

(vi) Existing landscaped areas and plants on and adjacent to the Project Site must be avoided and otherwise protected, and the Contractor shall be responsible for repairing any damage to landscaping, irrigation systems, and plants.

(End of Special Provisions.)

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PART 1: ACKNOWLEDGMENT, ORGANIZATION, AND INTERPRETATION OF GENERAL PROVISIONS

Section 1.1 Contractor Acknowledgment of General Provisions. These General Provisions are an integral component of the Contract Documents. By entering into the Contract, the Contractor: (i) acknowledges that it had the opportunity prior to submitting its bid for the Work to review and seek clarification of any and all provisions of these General Provisions from the District, Architect, and/or Project Manager; and (ii) acknowledges and agrees that the Contractor shall be deemed and construed to have read and that it fully understands these General Provisions. The Contractor shall not disclaim either knowledge of, or the meaning and effect of, any term or provision of these General Provisions and shall strictly abide by their meaning and intent. The Contractor further acknowledges that these General Provisions include requirements for including various provisions in the Contractor's contracts with its Subcontractors. **THE CONTRACTOR MUST PROVIDE A COPY OF THESE GENERAL PROVISIONS TO EACH SUBCONTRACTOR AND SHALL REQUIRE IN EACH OF ITS SUBCONTRACTS THAT THE SUBCONTRACTOR ALSO MUST READ AND UNDERSTAND THESE GENERAL PROVISIONS.**

Section 1.2 Organization of General Provisions. These General Provisions are organized according to general subject matter. However, requirements applicable to any particular item, material, service, scope, *et cetera*, may be included in multiple provisions of these General Provisions. Therefore, unless expressly stated otherwise, the requirements of any one provision in these General Provisions shall not be deemed or construed to govern or apply exclusively over other provisions in these General Provisions applicable to the same item, material, service, scope, *et cetera*. The provisions of these General Provisions are also organized based on a numbering system in which: (i) Parts (e.g., Part 3) may be subdivided into Sections (e.g., Section 3.6); and (ii) Sections may be subdivided into Subsections (e.g., Subsection 3.6.1). Lists (i.e., enumerations of items) are set forth in these General Provisions using Romanette symbols (i.e., i, ii, iii, iv, *et cetera*).

Section 1.3 Guides for Interpreting General Provisions. As used in these General Provisions, "shall" and "must" shall be deemed and construed as mandatory, and "may" shall be deemed and construed as permissive. If any pronoun, term, or phrase in these General Provisions or elsewhere in the Contract Documents is stated in the masculine, feminine, or any non-binary sense (e.g., "materialman"), the pronoun, term or phrase, unless otherwise required by context, shall be interpreted as including any or all such genders. Unless expressly specified otherwise, each reference in these General Provisions or other Contract Documents to a number of days, months, or years shall mean, respectively, calendar days, months or years. Unless expressly specified otherwise, each reference in these General Provisions or other Contract Documents to a number of hours, days, weeks, months, years or other periods of time shall mean consecutive periods of time. Language in these General Provisions to the effect that the Contractor or other person or entity is to provide or furnish something, or words to the same or similar effect, shall be deemed to mean that the thing must be "provided, complete in place," "furnished and installed," or otherwise incorporated into the Work and/or used as necessary to complete the Work and/or administer the Contract in accordance with the Contract Documents. For the convenience of the reader and in order to shorten the length of these General Provisions, capitalized terms are used in these General Provisions to designate defined terms. Each term or phrase that is not capitalized or defined shall be construed in accordance with the meaning commonly associated with such term or phrase within the State and region within which the Project is located.

Section 1.4 Locations of Definitions of Capitalized Terms. For the convenience of the reader, the following table specifies the location in these General Provisions and other Contract Documents of the definitions of certain capitalized terms used in these General Provisions. The following table may

not include all such capitalized terms and, therefore, should not be considered to be a comprehensive list of all such defined terms.

Defined Term	***Location of Definition in General Provisions***	***Location of Definition in Other Contract Documents***
Abnormal Weather	Section 13.15	
Accident Report	Subsection 11.10.1	
Addenda	Section 4.5	
Allowance Work	Section 18.1	
Architect*	Section 2.2	*Identified in Special Provisions
Architect Field Directive	Section 17.3	
Asbestos Remediation	Section 15.5	
As-Built Drawings and Specifications	Subsection 3.10.1	
As-Built Change Log	Subsection 3.10.3	
Authorized Contractor Officer		Section 16, Instructions for Bidders
Authorized District Officer	Section 2.1	
Bulletin	Subsection 4.13.3	
Cal-OSHA	Section 11.4	
CAL Policy	Section 6.5.3	
CBR Policy	Subsection 6.5.6.1	
CCD	Subsection 17.1.2	
CCR		Section 2, Instructions for Bidders
Certificate of Insurance	Section 6.12	
Certification Regarding Readiness For Inspection	Section 19.3	
Certification of Payment	Subsection 22.13.3	
CGL Policy	Subsection 6.5.1	
Change Order	Section 17.2	
Change Order Cost	Section 17.7	
Change Order Request	Section 17.8	

Defined Term	*Location of Definition in General Provisions*	*Location of Definition in Other Contract Documents*
Claim	Section 25.1	
Clarification	Subsection 4.13.3	
Commencement Date		Section 4, Agreement for Construction Services
Compensable Delay	Section 13.18	
Conduct Rules	Section 10.20	
Construction Change Directive	Subsection 17.1.3	
Contract	Section 4.1	
Contract Documents	Section 4.1	
Contractor Warranty	Section 21.2	
Contract Price		Section 5, Agreement for Construction Services
Contract Time		Section 4, Agreement for Construction Services
County	Section 7.5	
CPL Policy	Subsection 6.5.2	
Deferred Approval	Section 5.10	
DBR Policy	Section 6.4	
District Agents	Section 6.7	
District Board	Section 2.1	
District Consultants	Section 6.7	
District Indemnitee	Section 24.1	
Drawings	Subsection 4.3.1	
Emergency	Section 3.8	
EL Policy	Section 6.5.4	
E&O Policy	Subsection 6.5.5.1	
EPA	Section 15.6	

Defined Term	*Location of Definition in General Provisions*	*Location of Definition in Other Contract Documents*
Excess Policy	Section 6.6	
HCP	Section 15.2	
Inspector of Record	Section 2.2	
Insurance Policy / Insurance Policies	Section 6.2	
Interpretation	Subsection 4.13.3	
Job Superintendent	Subsection 3.5.1	
LEA	Subsection 10.3.1	
Master Construction Schedule	Subsection 13.3.1	
MSDS	Section 15.2	
NOAA	Section 13.4	
Non-Compensable Delay	Section 13.17	
Notice of Actual Delay	Section 13.11	
Notice of Anticipated Delay	Section 13.10	
Notice of Award		Section 29, Instructions for Bidders
Notice of Completion	Section 19.9	
Notice of Default	Section 23.2	
Notice of Termination for Cause	Section 23.2	
Notice of Termination for Convenience	Section 23.6	
Notice to Proceed		Section 4, Agreement for Construction Services
NPDES	Subsection 8.13.1	
OCIP	Section 6.3	
OSHA	Section 11.4	
Payment Bond	Section 7.2	
PCC Claims Procedures	Section 25.7	
Performance Bond	Section 7.2	

Defined Term	*Location of Definition in General Provisions*	*Location of Definition in Other Contract Documents*
Pre-Construction Activities	Section 13.2	
Preliminary Materials List	Section 5.7	
Prevailing Wage Laws	Section 12.1	
Progress Payment	Section 22.16	
Request for Progress Payment	Subsection 22.8.1	
Progress Payment Review Meeting	Section 22.7	
Project		Notice Inviting Bids
Project Acceptance Date	Section 19.9	
Project Manager*	Section 2.2	* Identified in Special Provisions
Project Site		Section 6, Instructions for Bidders
Rain Day	Section 13.4	
Records of the Work	Section 3.12	
Recovery Schedule	Section 13.8	
Regular Working Hours		Section 15, Special Provisions
Remaining Work	Section 19.5	
Request for Proposal / RFP	Section 17.7	
Retention	Section 22.14	
RFI	Subsection 4.13.1	
Safety Officer	Subsection 11.3.1	
Safety Program	Section 11.2	
SAM Policy	Subsection 6.5.7.1	
Sample	Section 5.9	
Schedule of Values	Subsection 22.2.1	
Shop Drawing	Section 5.8	
Sole-Source Item		Section 8, Special Provisions
Specifications	Subsection 4.4.1	

Defined Term	*Location of Definition in General Provisions*	*Location of Definition in Other Contract Documents*
Specified Item	Section 14.4	
SSD Device	Section 20.3	
State	Section 3.13	
Subcontract	Subsection 3.6.1	
Subcontractor	Subsection 3.6.1	
Subcontractor E&O Policy	Subsection 6.5.5.2	
Substantial Completion Date	Section 20.1	
Surety Bonds	Section 7.3	
SWPPP	Subsection 8.13.1	
Trench Safety Plan	Section 11.7	
Underlying Policy	Section 6.6	
Unforeseen Cost Allowance	Section 18.1	
Warranty Period	Section 21.4	
Warranty Work	Section 21.7	
Work		Section 2, Agreement for Construction Services
Work by Others		Section 1, Instructions for Bidders
WC Policy	Section 6.5.4	

PART 2: DISTRICT ADMINISTRATION OF THE CONTRACT

Section 2.1 Status of Authorized District Officers. The District personnel who are authorized to represent the District in connection with the Contract and the Project are identified in the Special Provisions (each an "Authorized District Officer"). The District may at any time change any Authorized District Officer, and the District will provide notice of any such change to the Contractor. The Contractor must not rely on any notice, order or other communication from the District that is not signed, given or directed by an Authorized District Officer, and even then, the Contractor must be aware of the limitations on authority of any Authorized District Officer as set forth in these General Provisions. The governing board of the District ("District Board") may have delegated to one or more Authorized District Officers the authority to approve changes in the Work costing up to a specific dollar amount and/or an amount not in excess of the limitations set forth in Public Contract Code Section 20118.4. The Contractor shall be responsible for confirming whether the District Board has delegated any such approval authority, as well as any limitations on such approval authority. **EXCEPT AS EXPRESSLY**

PROVIDED IN THESE GENERAL PROVISIONS WITH RESPECT TO ARCHITECT FIELD DIRECTIVES, NO DISTRICT OFFICER, STAFF MEMBER, CONSULTANT, CONTRACTOR OR OTHER PERSON (REGARDLESS OF WHETHER SUCH PERSON IS AN AUTHORIZED DISTRICT OFFICER) HAS THE ABILITY OR AUTHORITY TO ORDER ANY CHANGE IN THE WORK OR ANY OF THE DRAWINGS, SPECIFICATIONS OR OTHER CONTRACT DOCUMENTS ABSENT ACTION BY THE DISTRICT BOARD TO APPROVE THE CHANGE, WHETHER DIRECTLY OR BY DELEGATION OF AUTHORITY.

Section 2.2 Status of District Contract Representatives. In connection with the Project, the District has contracted, or will contract, for the services of: (i) an architect, engineer, or other design professional responsible for designing and obtaining approvals for the Project, interpreting the Drawings and Specifications for the Project, and performing general observation of the Work and any Work by Others ("Architect"), and the Architect is identified in the Special Provisions; (ii) a professional management consultant responsible for administering the Contract on behalf of the District and for monitoring and facilitating completion of the Work, any Work by Others, and the Project ("Project Manager"), and the Project Manager is identified in the Special Provisions; and (iii) a certified inspector responsible for general observation of the Work and any Work by Others ("Inspector of Record"). The District may, from time to time, contract with other consultants who will provide services in connection with the Work and/or the Project, including, without limitation, any special inspectors required for specific aspects of the Work, such as masonry, welding and painting inspectors. The Architect, Project Manager, Inspector of Record and any other District consultants shall be representatives of the District for purposes of some or all of the planning, design, bidding, construction and close-out of the Project. The District may terminate its contract with any District consultant and may enter into one or more contracts for services in substitution of and/or in addition to those terminated.

Section 2.3 General Authority of District Contract Representatives. The Architect, Project Manager and Inspector of Record shall have authority to act on behalf of the District to the extent provided in the Contract Documents or as otherwise determined by the District. The Contractor shall be responsible for understanding the scope of authority possessed by each of the Architect, Project Manager and Inspector of Record in connection with the Work and the Project. If, after good-faith and reasonable review of the Contract Documents, the Contractor needs clarification of the scope of authority of any District contract representative, the Contractor may submit a written Request for Information to the Project Manager, who will forward the request to the District for response. The Contractor and each Subcontractor, materialman and other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall, within the time specified, comply with all instructions, directions, and other requirements of the Architect, Project Manager, Inspector of Record and other consultant that are within the respective scopes of authority of such District consultants.

Section 2.4 Avoiding Conflicts of Interests. For all purposes of the Contract, each of the Architect, Project Manager, Inspector of Record, and any special inspectors and other District contract representatives, and each of their employees, consultants and sub-consultants, is solely and exclusively a representative of the District and is not and may not be a partner, officer, employee, agent or representative of the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things pursuant to the Contract. If the Contractor or any Subcontractor, materialman, or other person or entity that furnishes labor, materials, services, goods or other things in connection with the Work sends any correspondence (e.g., letter, memorandum, facsimile, email, *et cetera*) to any such District contract representative, the sender must provide a complete copy of the correspondence and all enclosures, attachments, exhibits, *et cetera*, to

the District. The Contractor must not solicit or offer any act, compensation or other consideration of any type or form, from or to any such District contract representative, or act in any other manner that would result in, or create the appearance of, a conflict of interest for any such District contract representative. The Contractor also must not solicit or offer any act, compensation or other consideration of any type or form, from or to any District officer, employee, or agent, or act in any other manner that would result in, or create the appearance of, a conflict of interest for any such District officer, employee or agent.

Section 2.5 Services and General Authority of Architect. The Architect, with the assistance of the Project Manager, will provide services in accordance with the agreement between the District and the Architect, including, without limitation: (i) administering the Contract Documents; (ii) observing the Work at intervals sufficient to become generally familiar with the progress and quality of the Work; (iii) determining if the Work is being performed in accordance with the Contract Documents; (iv) advising the District regarding compliance with the Contract Documents; and (v) interpreting and deciding matters related to performance of the Work and requirements of the Contract Documents. The Architect's decisions as to matters within the Architect's scope of authority, including, without limitation, matters relating to aesthetic effect, shall be final for the purposes of the Contractor proceeding with the Work.

Section 2.6 Services and General Authority of Project Manager. The Project Manager, with the assistance of the Architect, will provide services in accordance with the agreement between the District and the Project Manager, which may include, without limitation: (i) providing administrative, management and related services necessary to coordinate the Work of the Contractor with the work of any other contractors and with the activities and responsibilities of the Architect, the Project Manager and the District, in order to ensure completion of the Project in accordance with the District's objectives for cost, time and quality; (ii) scheduling and conducting pre-construction, construction, and progress meetings to discuss such matters as procedures, progress problems and scheduling; (iii) determining whether the Work of the Contractor is being performed in accordance with the requirements of the Contract Documents and endeavoring to guard against defects and deficiencies in the Work; (iv) advising the District and the Architect with respect to Work that does not or may not conform to requirements of the Contract Documents; (v) making recommendations to the Architect regarding any special inspection or testing of any Work that does not or may not conform to the Contract Documents; (vi) consulting with the Architect and District if the Contractor requests interpretations of the meaning and intent of the Drawings and Specifications, and assisting in the resolution of questions that may arise; (vii) receiving documentation from the Contractor and its Subcontractors as may be required pursuant to the Contract Documents; (viii) establishing and implementing procedures for expediting the processing, review and approval of shop drawings, product data sheets, samples and other submittals; and (ix) preparing, maintaining and monitoring the Project schedule and all critical path items. If the District does not or has not contracted for the services of a Project Manager, the District may assign or allocate the responsibilities designated in the Contract as being Project Manager responsibilities to the Architect, a District representative, or other person. In such event, references in the Contract to the Project Manager shall be deemed and construed to be references to the Architect, District representative, or other person.

Section 2.7 Services and General Authority of Inspector of Record. The Inspector of Record will be responsible for continuously observing the Work in accordance with the requirements of Title 24 of the CCR. The Contractor shall not perform any portion of the Work absent knowledge by the Inspector of Record that the Work is to occur, and the Contractor shall not perform any of the Work that

is to occur on the Project Site if the Inspector of Record is not present on the Project Site. The Contractor may not perform any of the Work on federal or State holidays observed by the Inspector of Record, regardless of whether the Contractor or its Subcontractors observe such federal or State holidays. The Contractor shall, on an ongoing basis, keep the Inspector of Record fully informed regarding the progress and manner of the Work and the type and character of materials and equipment incorporated into the Work. The Contractor shall provide written notice to the Inspector of Record not later than forty-eight hours in advance of each special or other inspection required in connection with the Work.

Section 2.8 General Authority to Reject Non-Conforming Work. Each of the Architect, Project Manager and Inspector of Record has the authority to reject Work that does not conform to any requirement of the Contract Documents. If any of the Architect, Project Manager or Inspector of Record identifies Work that potentially does not or will not conform to any requirement of the Contract Documents, or otherwise determines that it is necessary or advisable in order to ensure compliance with requirements of the Contract Documents, they may recommend to the District that it require additional inspection or testing of Work, whether such Work is then fabricated, installed or completed. The costs of any such additional inspection or testing shall be paid as provided in Section 8.21 of these General Provisions. In no event shall the District, Architect, Project Manager or Inspector of Record be liable to the Contractor, or to any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, on account of any failure by the Architect, Project Manager or Inspector of Record to identify and/or reject any Work that does not or will not conform to requirements of the Contract Documents, and no such failure shall be deemed or construed to relieve the Contractor from its obligation to complete the Work in accordance with the Contract Documents.

Section 2.9 General Authority to Stop or Suspend Work. Each of the District, Architect, Project Manager and Inspector of Record has the authority to stop or suspend some or all of the Work if: (i) they determine in their reasonable judgment that conditions are unsuitable for proceeding with the Work, including, without limitation, if harm or damage to persons or property reasonably may result if the Work were to proceed; (ii) the Contractor fails to correct defective Work as directed; or (iii) the Contractor fails to carry out the Work in a manner that ensures it will be completed in accordance with the Contract Documents. The Project Manager also has the authority to suspend the Work, in whole or in part, for such periods as the Project Manager may deem necessary if: (i) necessary to coordinate the Work with the work of the District or separate contractors; or (ii) the Contractor fails to supply a sufficient amount of skilled labor or suitable materials or equipment for some or all of the Work. The Contractor shall immediately comply with, and shall cause each Subcontractor to immediately comply with, each order by the District, Architect, Project Manager and/or Inspector of Record to stop or suspend the Work. The Project Manager shall issue any and all orders to resume stopped or suspended Work, and the Contractor shall not permit the stopped or suspended portion of the Work to resume until so ordered. In no event shall the District, Architect, Project Manager or Inspector of Record be liable to the Contractor, or to any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, on account of any failure by the District, Architect, Project Manager or Inspector of Record to identify situations in which the Work arguably should or could have been stopped or suspended, and no such failure shall be deemed or construed to relieve the Contractor from its obligation to complete the Work in accordance with the Contract Documents.

Section 2.10 Contractor Must Ensure Access to the Work. The District, Architect, Project Manager and Inspector of Record shall at all times have unrestricted access to any and all portions of the Work, whether completed or in progress, and whether located on or off the Project Site. The Contractor must ensure that: (i) such unrestricted access is available at all times; (ii) safe and proper facilities are available as necessary to permit such access; and (iii) the activities and operations of the Contractor and each Subcontractor are conducted in a manner that permits safe and proper access.

Section 2.11 Contractor Must Provide Information Upon Request. Upon request, the Contractor shall promptly furnish to the District, Architect, Project Manager and/or Inspector of Record such information as may be necessary for any of them to fully and adequately perform their duties in connection with the Project. The amount of time that the Contractor takes to provide requested information shall be commensurate with the type and scope of information requested, but in each case shall not exceed a reasonable amount of time or such time as may result in any delay to the critical path of the Work or the Project.

Section 2.12 Communications from Contractor. Except as otherwise provided in the Contract Documents, after award of the Contract to the Contractor, if the Contractor, or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, desires to communicate (including, without limitation, providing requested information) with the District, the Architect, or any of the Architect's consultants, the Contractor must submit such communication in writing to the Project Manager, who will forward the communication to the District and other appropriate party or parties. Notwithstanding the foregoing, if the Contractor determines that special circumstances warrant direct communications with the District, the Contractor may submit such communication in writing directly to the District.

Section 2.13 Communications to and through Contractor. As they determine necessary or convenient, the District, the Architect, any of the Architect's consultants, and the Project Manager may communicate verbally or in writing with the Contractor. With respect to normal day-to-day administration of the Contract, if the District, the Architect or any of the Architect's consultants desire to communicate with any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, the Project Manager will submit such communication in writing to the Contractor, who shall forward the communication to the appropriate Subcontractor, materialman, or other person or entity. Any communication intended for a Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall be deemed given and effective upon delivery to the Contractor. Notwithstanding the foregoing, if the District determines that any direct communication with any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work is necessary or convenient, the District may cause such communication to be submitted in writing directly to such Subcontractor, materialman, or other person or entity, and will send a copy of such communication to the Contractor. Nothing in this Section 2.13 shall be deemed or construed to prohibit the Project Manager, the Inspector of Record or any special inspector from directly communicating with any employee or other representative of any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, who is or that is present at the Project Site or other location where any portion of the Work is to be performed.

Section 2.14 Contractor Retains Responsibility for Work. Except as expressly provided in the Contract Documents, the District, Architect, Project Manager and/or Inspector of Record shall have no

control over and shall not be responsible for: (i) the construction means, methods, techniques, and procedures employed by the Contractor in connection with the Work; (ii) the fabrication, procurement, shipment, delivery, receipt or installation of any materials, equipment, work or services incorporated into the Work; (iii) safety precautions and/or safety programs required in connection with the Work; (iv) the failure of the Contractor or any Subcontractor to carry out Work in accordance with the Contract Documents; or (v) acts or omissions of the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work. Neither performance by the Architect, Project Manager and/or Inspector of Record of their respective duties in connection with the Project, nor approval or disapproval by the Architect, Project Manager and/or Inspector of Record of any portion of the Work, shall be deemed or construed to: (i) limit the Contractor's responsibility for overseeing and controlling all aspects of the Work; (ii) relieve the Contractor of the responsibility to ensure full compliance with all requirements of the Contract Documents; or (iii) relieve the Contractor from responsibility for correction of subsequently discovered defects.

Section 2.15 Contractor Responsibility for Additional Professional Services. If, due to any request, act, failure or default of the Contractor in connection with the Work or the performance pursuant to the Contract Documents by or on behalf of the Contractor, it is necessary for the District to provide or obtain professional services in addition to what otherwise would be required in connection with the administration of the Contract, the District shall be entitled to reimbursement from the Contractor for any and all costs of such additional services. The District may deduct such costs from any amounts otherwise due to the Contractor in accordance with the Contract Documents or, if such amounts are insufficient, the Contractor shall pay the difference to the District. The District's right of reimbursement pursuant to this Section is independent from and in addition to, and shall not be deemed or construed as a waiver or release of, any other rights or remedies the District may have pursuant to the Contract Documents or applicable law, including, without limitation, the right of the District to assess liquidated damages as permitted by the Contract Documents. By way of example, and not as a limitation, the causes that may lead to the necessity for the District to provide or obtain additional professional services may include: (i) defects or deficiencies in the Work; (ii) failure of the Contractor to comply with any requirement of the Contract Documents; (iii) evaluation, processing and acts taken in furtherance of requests for substitutions of products, materials, equipment; (iv) evaluation, processing and acts taken in furtherance of requests for substitution of Subcontractors; (v) evaluation, processing and acts taken in connection with Claims submitted by the Contractor related to Work not authorized by Change Order, Construction Change Directive or Architect Field Directive; (vi) failure of the Contractor to prosecute and complete the Work in a timely manner consistent with the requirements of the Contract Documents; (vii) testing, adjusting, balancing and start-up of equipment in excess of the amounts customarily associated with such equipment; (viii) review of any submittal more than twice (i.e., an initial and follow-up review) as described in Part 5 herein.

Section 2.16 Damages Incurred by District Pursuant to Other Contracts. Notwithstanding anything to the contrary, if the District is required, pursuant to any other contract entered into by the District in connection with the Project, to pay any damages (whether liquidated or otherwise) and/or costs (whether fixed by a court of competent jurisdiction or otherwise), and the District would not have been responsible for such damages and/or costs but for the fault of the Contractor, then, the Contractor shall be responsible for paying all such other damages and costs incurred by the District. The District shall provide invoices to the Contractor for any and all such damages and costs incurred by the District. If the Contractor does not pay the amounts of such invoices to the District when due, the District may deduct the unpaid amounts from any monies due or to become due to the Contractor in accordance

with the Contract Documents or may pursue such other remedies as are permitted by law or the Contract.

PART 3: CONTRACTOR ADMINISTRATION OF THE CONTRACT

Section 3.1 Status of Contractor. For all purposes of the Contract, the Contractor shall be deemed and construed to be an independent contractor. The Contractor shall not be deemed or construed to be an officer, employee, partner, consultant, agent or other representative of the District for any purpose related to the Work or the Project, except to the extent expressly authorized in writing by the District. In addition, each Subcontractor, materialman, and other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall be deemed and construed to be solely and exclusively a representative of the Contractor, not an officer, employee, partner, consultant, agent or other representative of the District for any purpose related to the Work or the Project. Therefore, the District shall in no event be responsible or liable for any acts, omissions, liabilities or other obligations of the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work. Except as expressly authorized in writing by the District or expressly permitted by the Contract Documents, neither the Contractor nor any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall act as an agent or other representative of the District, or cause, suffer or permit anyone at any time to have or continue in any such apparent belief.

Section 3.2 Contractor Solely Responsible for Work. Except as expressly provided in the Contract Documents, the Contractor shall be solely responsible and liable for: (i) the construction means, methods, techniques, and procedures employed by the Contractor in connection with the Work; (ii) as applicable, the fabrication, procurement, quality, quantity, shipment, delivery, receipt and installation of any materials, equipment, work or services incorporated into the Work; (iii) safety precautions and/or safety programs required in connection with the Work; (iv) the failure of the Contractor or any Subcontractor to carry out Work in accordance with the Contract Documents; and (v) acts or omissions of the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work. Without limiting the foregoing, the Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the performance of the Work, and all Work shall be solely at the Contractor's risk with the exception of damage to the Work in excess of five percent of the Contract Price caused by any tidal wave or earthquake in excess of 3.5 on the Richter Scale (which exception shall apply only if the damaged portion of the Work had been constructed or otherwise performed in accordance with the Contract Documents). The Contractor shall not be deemed or construed to be relieved, to any extent, from any responsibility for performance of any obligation pursuant to the Contract Documents because such obligation is being or will be performed by any Subcontractor.

Section 3.3 Early Procurement Responsibilities. The Contractor shall be deemed, when it prepared its bid proposal, to have been aware and to have considered all existing and possible economic and other factors that might affect the availability and pricing of labor, equipment, materials, supplies and other things necessary to perform the Work in strict accordance with the Contract, including, without limitation: (i) short-term and long-term inflationary trends; (ii) sanctions and/or tariffs that may be imposed from time to time, by the U.S. Government or any foreign government; and (iii) shortages that may result from local, regional, statewide, or other public health emergencies, epidemics

or pandemics, or natural or other disasters. The Contractor acknowledges that reliance on just-in-time procurement may be inadequate to protect against supply chain disruptions, delays, failures, and/or price increases, and, therefore, that early procurement (and storage until needed) may be necessary and is recommended in connection with the Project. The Contractor, at no additional cost to the District, shall be solely responsible for: (i) developing and implementing a plan for early procurement of labor, equipment, materials, supplies and other things, in order to avoid impacts on the performance and costs of the Work attributable to supply chain disruptions, delays, failures, and/or price increases; (ii) timely ordering, procuring, and/or otherwise securing any and all labor, equipment, materials, supplies, and other things necessary to fully and satisfactorily perform all of the Work within the Contract Time, as it may be adjusted pursuant to the Contract; and (iii) to the extent necessary, storage of such equipment, materials, supplies, and other things until needed for the Project.

Section 3.4 General Responsibilities of Contractor. Without limiting or conditioning any responsibilities the Contractor has pursuant to the Contract Documents, and except as expressly provided in the Contract Documents, the Contractor shall:

(i) Employ or otherwise maintain on-site and off-site staff sufficient to appropriately administer the Contract;

(ii) Procure all materials, equipment, services and other things as necessary to complete the Work within the time, and in accordance with all other requirements of, the Contract Documents;

(iii) Continuously provide such force of skilled and fit workers as necessary to complete the Work within the time, and in accordance with all other requirements of, the Contract Documents;

(iv) Continuously supervise and direct the Work using the Contractor's best skill and attention;

(v) Perform no Work absent knowledge by the Inspector of Record that the Work is to occur;

(vi) Perform the Work in conformance with all requirements of the Contract Documents and any shop drawings, product data sheets, samples, *et cetera*, that are approved in accordance with the Contract Documents;

(vii) Perform the Work in accordance with all applicable laws, regulations, rules, ordinances, and other governmental and quasi-governmental requirements, including, without limitation, applicable building codes;

(viii) Control and be solely responsible for scheduling and sequencing the various portions and elements of the Work;

(ix) Control and be solely responsible for the means, methods, techniques and procedures for completing the Work;

(x) Coordinate and sequence the Work with any and all Work by Others in order to avoid any delays in either the Work or such Work by Others, as well as any delays in completing the Project;

(xi) Control and be responsible for all quality control in connection with the Work; and

(xii) Immediately correct Work that does not conform to the Drawings, Specifications or other Contract Documents.

Section 3.5 Requirements for Job Superintendent.

Subsection 3.5.1 No Work if Job Superintendent Not Present. The Contractor shall have present on the Project Site at all times during the course of the Work an experienced and competent superintendent ("Job Superintendent") and any necessary assistants, who shall supervise the Work and the Contractor's employees and Subcontractors on the Project. No portion of the Work that is to occur on the Project Site may commence or continue to be performed if the Job Superintendent is not present at the Project Site, including, without limitation, at any time the Contractor is seeking approval of a replacement Job Superintendent.

Subsection 3.5.2 Selection and Replacement of Job Superintendent. Prior to commencing any portion of the Work, the Contractor shall provide to the District, in writing, the name and qualifications of the person who will serve as the Job Superintendent. The District, in its reasonable discretion, may approve or disapprove of any Job Superintendent or may require that the Contractor replace any Job Superintendent. The Contractor also may request that the District permit the Contractor to replace any Job Superintendent. The Contractor shall not replace a Job Superintendent unless: (i) the District requires replacement of a Job Superintendent; (ii) the District consents to a request by the Contractor to replace a Job Superintendent; or (iii) a Job Superintendent leaves or is terminated from his or her employment with the Contractor. If it becomes necessary to replace a Job Superintendent, the Contractor shall provide in writing to the District the name and qualifications of a proposed replacement, who shall be subject to District approval as provided herein.

Subsection 3.5.3 Job Superintendent Must be Exclusive to the Work. The Contractor must employ the Job Superintendent as a full-time employee. During the course of the Work, the Contractor shall dedicate the Job Superintendent on a full-time and exclusive basis to the Work, and the Job Superintendent shall not provide services in connection with any other work or project.

Subsection 3.5.4 Responsibilities and Authority of Job Superintendent. The Job Superintendent shall be the Contractor's representative for all purposes of the Work, and shall oversee, direct, and be responsible for the Contractor's operations on the Project Site and the performance of the Work. The Job Superintendent shall receive and accept all directives and other communications given to the Contractor by the District, Architect, Project Manager or Inspector of Record, which communications shall be binding on the Contractor as if given directly to the Contractor. During the course of the Work, only the Job Superintendent shall be permitted to submit any RFI, regardless of whether the request originated with the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work. Each and every act and decision of the Job Superintendent shall be deemed and construed to be an act and decision of the Contractor and shall bind the Contractor. Prior to commencing any portion of the Work, the Contractor must take whatever action(s) as may be necessary to authorize the Job Superintendent to the extent provided in this Subsection 3.5.4.

Section 3.6 Requirements for Subcontractors.

Subsection 3.6.1 Written Subcontracts Required. For purposes of the Contract, each person and entity that will perform, pursuant to direct or indirect agreement with the Contractor (i.e., of any tier), any portion of the Work or supply, manufacture or fabricate any materials, equipment, and/or other things to be specially designed, made and/or worked in connection with the Work is referred to as a "Subcontractor." The Contractor shall enter into appropriate, written contracts (each a "Subcontract") with each first-tier Subcontractor. In addition to any other requirements therein, each Subcontract shall: (i) bind the Subcontractor to the requirements of the Contract Documents to the extent of the Work to be performed by such Subcontractor; (ii) provide that nothing in the Subcontract shall be deemed or construed to constitute a limitation or waiver of any right of the District pursuant to the Contract Documents; (iii) provide that the District is an intended third-party beneficiary of the Subcontract; and (iv) provide that, upon termination of the Contractor's right to perform the Work, the District may, in its sole discretion, assume the Subcontract in order to continue the Work to be performed by such Subcontractor. Prior to entering into a Subcontract, the Contractor shall provide to the Subcontractor a copy of at least the portion of the Contract Documents to which the Subcontractor will be bound. Within five days of entering into any Subcontract, the Contractor must provide to the District a copy of the Subcontract, including, without limitation, any exhibits and/or attachments thereto.

Subsection 3.6.2 Subcontractors Have No Contractual Privity with District. Unless the District assumes a particular Subcontract after terminating the Contractor's right to perform the Work, nothing in the Contract Documents or any Subcontract shall be deemed or construed to create any contractual relationship between the District and any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work. The District shall have no obligation to ensure the payment of money to any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, except as may be required by law and except for Subcontracts assumed by the District as described above in Subsection 3.6.1. The Contractor is and shall remain fully responsible and liable to the District for all acts and omissions of any and all Subcontractors, materialmen, and other persons or entities that furnish any labor, materials, services, goods or other things in connection with the Work, and their respective contractors, employees, agents and other representatives.

Subsection 3.6.3 Subcontractors Must be Appropriately Licensed. Each Subcontractor that will perform any portion of the Work, to the extent required by law, must be duly and appropriately licensed by the Contractors State License Board prior to commencing such portion of the Work.

Subsection 3.6.4 District Approval of Subcontractors. The District's consent to or approval of any Subcontractor (regardless of whether resulting from a request by Contractor for consent to substitution of a Subcontractor) shall in no event be deemed or construed to constitute a waiver or release of the Contractor's obligations pursuant to the Contract Documents. The Contractor shall not permit any portion of the Work to be performed by any person or entity in substitution of a Subcontractor originally listed by the Contractor unless the Contractor first obtains the District's consent to substitution in accordance with Public Contract Code Section 4100 *et seq*. In no event shall the District's consent to the substitution of a Subcontractor be deemed or construed to constitute a basis for any increase in the Contract Price or extension of the Contract Time.

Section 3.7 Prohibition Against Unlawful Discrimination. In connection with the Contract and the performance of the Work, including, without limitation, in regard to their employment practices, the Contractor and each Subcontractor of every tier must comply with, and must not discriminate or provide preferential treatment in violation of, any and all applicable federal, State and other anti-discrimination laws, rules, regulations and requirements, as amended from time to time, including, but not limited to:

(i) The Fair Employment and Housing Act (Cal. Gov. Code Section 12900 *et seq.*);

(ii) The Unruh Civil Rights Act (Civil Code Section 51 *et seq.*);

(iii) California Government Code Section 11135 *et seq.*;

(iv) California Labor Code Section 1101 *et seq.*;

(v) California Labor Code Section 1735;

(vi) The Federal Civil Rights Act of 1964 (42 U.S.C. Section 2000e *et seq.*);

(vii) The Americans With Disabilities Act of 1990 (42 U.S.C. Section 12101 *et seq.*);

(viii) The Age Discrimination in Employment Act (29 U.S.C. Section 621 *et seq.*);

(ix) The Rehabilitation Act of 1973 (29 U.S.C. Section 701 *et seq.*); and

(x) Presidential Executive Order 11246.

Section 3.8 Contractor Must Provide for Own Communications. The Contractor and each Subcontractor, materialman, and other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall provide their own means of communication, including, without limitation, any telephones, facsimile machines, radio communications devices, satellite connections, internet connections, *et cetera*. Except in the event of an Emergency, in no event may the Contractor, or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, use any communication systems or facilities of the District, Architect, Project Manager and/or Inspector of Record. For purposes of these General Provisions, an "Emergency" is defined as a sudden, unexpected occurrence that creates a clear and imminent danger and that requires immediate action to prevent or mitigate any injury to any person (including death) or any damage to, or loss of, property or essential public services.

Section 3.9 Contractor Must Maintain Reference Materials at Project Site. The Contractor shall maintain in good order at the Project Site: (i) one copy each of the current versions of Title 19 (Public Safety), Title 21 (Public Works), and Title 24 (Building Standards Code) of the CCR; (ii) the As-Built Drawings and Specifications, the As-Built Change Log, and copies of all Addenda, Bulletins, Interpretations, Clarifications, Change Orders, Architect Field Directives, Construction Change Directives, and other documents that modify, illustrate or explain the Contract; and (iii) one copy each of all approved shop drawings, product data sheets, samples, and similar submittals of the Contractor. The Contractor must continuously update or otherwise maintain current versions of such reference materials. Upon request, the Contractor must make any or all such reference materials available to the District, Architect, Project Manager and/or Inspector of Record.

Section 3.10 Contractor Must Prepare As-Built Drawings and Specifications.

Subsection 3.10.1 Changes to be Illustrated. During the course of performing the Work and subject to any instructions or directions from the Architect, the Contractor must carefully and

accurately illustrate, locate, dimension, note or otherwise describe on one full-size set of the Drawings and Specifications ("As-Built Drawings and Specifications") any and all deviations, corrections, deletions, additions, enhancements, expansions and/or clarifications of, from, or to the Work initially prescribed or shown, including, without limitation, any and all: (i) Work performed or completed differently than as initially shown or required; (ii) changes ordered pursuant to Architect Field Directives and/or Change Orders; (iii) Work performed in accordance with any Deferred Approvals; (iv) revisions to the Drawings and Specifications authorized during the course of the Work; (v) authorized substitutions of Specified Items; (vi) materials and/or products selected or approved for incorporation into the Work, including, without limitation, if the Specifications permit the Contractor to select among two or more brands or types of materials or equipment; (vii) final location of all electrical and mechanical equipment, utility lines, ducts, outlets, structural members, walls, partitions, and other significant elements of the Work; and (viii) all existing improvements, including, without limitation, any existing substructures, encountered during the performance of the Work that were not demolished or otherwise removed or relocated. No portion of the Work shall be permanently sealed or covered until all required information relating to such portion of the Work has been recorded for purposes of preparing the As-Built Drawings and Specifications.

Subsection 3.10.2 Method of Illustrating. All changes illustrated on the As-Built Drawings and Specifications must be prepared by an experienced and qualified design professional or draftsperson. All changes must be illustrated in red ink (or other method approved by the Architect) and must employ dimensioning techniques and other drafting standards that are consistent with those used in the Contract Documents. If the Drawings and Specifications are not of sufficient size, scale or detail to appropriately illustrate the as-built Work, the Contractor must furnish its own drawings showing appropriate details and dimensions, which shall be included as part of the As-Built Drawings and Specifications. If shop drawings are used to illustrate portions of the as-built Work, the applicable portions of the As-Built Drawings and Specifications must be marked to reference such shop drawings. Changes, supplemental information and notes must be recorded in blank areas of the As-Built Drawings and Specifications, such as page margins or the backs of opposite pages, or on separate sheets of paper inserted into the As-Built Drawings and Specifications. As-built changes to text must include lining out any superseded text so that it is still legible and can be compared to the inserted text. Each update to the As-Built Drawings and Specifications must include the name of the person who made the changes to the As-Built Drawings and Specifications and the date such changes were made, and such information also must be entered into the As-Built Change Log. The Architect or Project Manager may provide a standard certification block for use by the Contractor in submitting updates to the As-Built Drawings and Specifications and/or As-Built Change Log.

Subsection 3.10.3 Timing and Approval of Updates. The Contractor must: (i) promptly, but in no event less than once per week, update the As-Built Drawings and Specifications to reflect any and all deviations, corrections, deletions, additions, enhancements, expansions, clarifications and other changes made since the previous update; and (ii) maintain an updated written log noting, in chronological order, each change made to the As-Built Drawings and Specifications, the person who made such change, and the date such change was made ("As-Built Change Log"). The Contractor must submit for approval, in triplicate, at the applicable Progress Payment Review Meeting, all changes to the As-Built Drawings and Specifications and all entries to the As-Built Change Log made since the Contractor submitted the immediately preceding Request for Progress Payment. Each update of the As-Built Drawings and Specifications and the As-Built Change Log is subject to approval by the Architect, the Project Manager and the Inspector of Record. If any revisions to any updated As-Built Drawings and Specifications or As-Built Change Log are required, the Contractor must promptly make such revisions

and identify on the cover sheet for the revisions the person who made the revisions and the date such revisions were completed. The approval of the updated As-Built Drawings and Specifications and As-Built Change Log, and certification by the Contractor that the updated As-Built Drawings and Specifications fully and accurately reflect the Work as actually completed and in progress as of the end of the period covered by the associated Request for Progress Payment, shall be condition precedents to payment to the Contractor pursuant to such Request for Progress Payment.

Subsection 3.10.4 Responsibility for Accuracy. The purpose of the As-Built Drawings and Specifications is to constitute an exact "as-built" record of the Work and, at all times after completion of the Work, the Contractor shall be responsible and liable for any and all inaccuracies in the As-Built Drawings and Specifications attributable to any failure by the Contractor to comply with the requirements of this Section 3.10. In connection with its oversight responsibilities for the Project, the Project Manager may require reasonable different or modified procedures for compliance with this Section 3.10.

Section 3.11 Contractor Must Implement Document Control System. The Contractor must establish and implement an electronic document-control system for all documents prepared, received or obtained in connection with the Work, including, without limitation, all internal and external correspondence, project manuals and other documents, Drawings, Specifications, Change Orders, Construction Change Directives, Architect Field Directives, shop drawings, product data sheets, submittals, approvals, RFIs, Bulletins, Interpretations, Clarifications, responses to RFIs, invoices, payment receipts, conditional waivers, unconditional waivers, punch-lists, *et cetera*.

Section 3.12 Contractor Must Maintain Records of the Work. The Contractor shall prepare, update and maintain on file, in its principal office, records of the Work containing all significant documentation related to the Work ("Records of the Work"), including, without limitation, copies of each Contract Document, Change Order, Architect Field Directive, Construction Change Directive, Shop Drawing, product data sheet, Sample, submittal, approval, RFI, Bulletin, Interpretation, Clarification, invoice, payment receipt, conditional waiver, unconditional waiver, punch-list, et cetera. The Contractor shall organize and maintain the Records of the Work in a logical manner, based on subject matter and/or portion of the Work and chronologically. The Contractor shall require in each Subcontract that the Subcontractor prepare, update and maintain on file in its principal offices, such Records of the Work as are consistent with the requirements of this Section 3.12.

Section 3.13 State Review and Audit of Records of the Work. In accordance with Government Code Section 8546.7, the State of California ("State") has the right to examine, review, audit and/or copy the Records of the Work during the three-year period following final payment to the Contractor pursuant to Section 22.17 of these General Provisions. In addition, the District, DSA, SAB and OPSC each hereby has the right to examine, review, audit and/or copy the Records of the Work during the four-year period following final payment to the Contractor pursuant to Section 22.17 of these General Provisions. Therefore, the Contractor shall preserve and retain all such Records of the Work for a period of four years commencing upon final payment to the Contractor pursuant to Section 22.17 of these General Provisions or, if an examination, review or audit is commenced but not completed within such four-year period, until such examination, review or audit has been completed. The Contractor, upon request, shall make the Records of the Work available for the purposes described in this Section 3.13 at all reasonable times during the period the Contractor is required to preserve and maintain the Records of the Work. In each Subcontract, the Contractor shall require that the Subcontractor preserve and retain its Records of the Work, and make those Records of the Work available for examination,

review, audit and/or copying, to the same extent as is required of the Contractor pursuant to this Section 3.13.

Section 3.14 Contractor Responsible for Subcontractor Compliance. Each Subcontractor and other person or entity on, at or in the vicinity of the Project Site on account of the Work must comply with all applicable provisions of these General Provisions (including, without limitation, standards of behavior), notwithstanding that: (i) various obligations set forth in these General Provisions are characterized as the Contractor's obligations; or (ii) the Contractor is expressly responsible in accordance with various provisions of these General Provisions for including certain obligations in its agreements with Subcontractors and others. The Contractor must ensure that each Subcontractor is aware of and understands: (i) the respective authority of the District, Architect, Project Manager and Inspector of Record pursuant to the Contract Documents; and (ii) all general requirements set forth in these General Provisions and other Contract Documents that are applicable to the Subcontractor. In no event shall the failure of any such Subcontractor to have any such awareness and/or understanding be deemed or construed to constitute a basis or excusable cause for any extension of the Contract Time or increase in the Contract Price. The Contractor shall be responsible and liable for any and all costs and/or delays arising from any failure by the Contractor to comply with the foregoing obligations.

PART 4: THE CONTRACT AND CONTRACT DOCUMENTS

Section 4.1 Scope and Coverage of Contract. The "Contract" and "Contract Documents" (and, individually, a "Contract Document") are hereby defined as all documents that establish the entire understanding and agreement between the District and the Contractor, regardless of when prepared or entered into, including, without limitation, the documents described in Section 3 of the Agreement for Construction Services. The Contract represents the entire and integrated agreement between the District and the Contractor and supersedes any and all prior negotiations, representations, or agreements, whether written or oral. The Contract may be amended only in writing authorized by the District or as otherwise provided in the Contract Documents. The Contract Documents at any particular time shall be construed to include any then duly authorized Change Orders, Architect Field Directives and other amendments to the Contract Documents. The Contract Documents shall not be deemed or construed to create a contractual relationship with or between any parties other than the District and the Contractor.

Section 4.2 Construing the Contract Documents. The Contract Documents are intended to be complementary and, as described herein, inclusive of the Work to be completed by the Contractor. The Contract Documents are to be construed collectively as a whole; therefore, any item of Work required by any one or more of the Contract Documents, but not required by others, shall be provided by the Contractor as if specifically required by each of the Contract Documents. However, if there is an inconsistency in the requirements of the Contract Documents, then: (i) the Agreement for Construction Services shall be deemed and construed to govern over the Special Provisions; (ii) the Special Provisions shall be deemed and construed to govern over these General Provisions; (iii) these General Provisions shall be deemed and construed to govern over the Drawings and Specifications; (iv) the Specifications shall be deemed and construed to govern over the Drawings with respect to materials, workmanship, and installation procedures; and (v) a requirement in the Specifications that is more stringent, requires a higher quality and/or requires a greater quantity shall be deemed and construed to govern over other requirements in the Specifications.

Section 4.3 Interpretation of Drawings.

Subsection 4.3.1 Purpose and Scope. The Architect has prepared and/or approved graphic and pictorial illustrations in connection with the Project that show the design, location, and scope of certain portions of the Work and the Project, generally including elevations, sections, details, schedules, and diagrams ("Drawings"). As applicable to the Work, the Drawings are intended to generally illustrate in a graphical manner certain portions of the Work to be performed by the Contractor. The Drawings do not illustrate all of the Work that is to be performed by the Contractor. Although the Drawings are intended to illustrate portions of the Work that cannot readily or adequately be described in the Specifications, the Drawings may illustrate requirements that could have been described in the Specifications.

4.3.2 Scaled and Numerical Dimensions. Drawings illustrating a portion of the Work that are larger in scale than other Drawings illustrating that portion of the work shall govern over the smaller scale Drawings. However, in no event shall the Contractor perform, or permit to be performed, any of the Work based on scaled Drawings, and the Contractor shall perform the Work based only on any specified numerical dimensions. If a numerical dimension is not specified in the Contract Documents, the Contractor shall request such numerical dimension in writing to the Architect. Within a reasonable time after request, and to the extent necessary and appropriate, the Architect will issue an Architect Field Directive or other written directive to the Contractor setting forth the requested numerical dimension.

Subsection 4.3.3 Notes and Schedules. Subject to any described limitations, any general notes set forth in the Drawings shall: (i) apply to all other portions of the Drawings; and (ii) any schedules set forth in the Drawings shall be interpreted as complementary with notes and other portions of the Drawings.

Subsection 4.3.4 Typical Details. Subject to any described limitations, any details of any items or parts of the Work set forth in the Drawings shall be interpreted as typical for the Work and, if other items or parts of the Work of essentially the same construction are shown in outline only, the typical detail shall apply to such outlined Work.

Subsection 4.3.5 Approximations. Any information illustrated or otherwise set forth in the Drawings relating to soils, groundwater or other surface or subsurface conditions, or to surface or subsurface elevations, shall be interpreted as approximate only, and the Contractor shall be responsible for inspecting and verifying the actual conditions of the Project Site.

Section 4.4 Interpretation of Specifications.

Subsection 4.4.1 Purpose and Scope. The Architect has prepared and/or approved written requirements for materials, equipment, construction systems, quality, workmanship, services and other things to be furnished in connection with the Work and the Project ("Specifications"). The Specifications are intended to generally describe the Work to be performed by the Contractor. The Specifications do not describe all of the Work that is to be performed by the Contractor. Although the Specifications are intended to describe requirements that cannot readily or adequately be illustrated on the Drawings, including, without limitation, the types, qualities, and methods of installation of the various materials and equipment required for the Work, the Specifications may describe requirements that could have been illustrated on the Drawings.

Subsection 4.4.2 Discretionary Determinations. Except as expressly provided otherwise, if the Specifications indicate that a discretionary determination is required (e.g., "to be selected," "as directed," "as required," *et cetera*), the Contractor shall seek a determination from the Architect.

Subsection 4.4.3 Industry or Governmental Standards and Specifications. Except as expressly provided otherwise, any reference to a standard or specification established or published by any society, institute, association, or governmental authority shall be deemed and construed to be a reference to such organization's standard or specification in effect as of the date the District awards the Contract to the Contractor. If any such standard or specification is subsequently modified, the Contractor may seek the Architect's approval to perform the Work in accordance with the modified standard or specification. Each standard and specification referenced in the Specifications is hereby incorporated as a part of the Specifications, and, subject to any specified limitations, the Contract Documents shall be interpreted as if the standard or specification was set forth, in full, in the Specifications.

Subsection 4.4.4 Fragmented or Truncated Wording. As a means of limiting the length of the Specifications while still conveying sufficient information, provisions of the Specifications may be written in a fragmented or truncated format, including, without limitation, use of incomplete phrases or sentences. In each such case, to the extent necessary, the full meaning of the fragmented or truncated wording shall be inferred from context. The omission of any word, phrase, pronoun, *et cetera* in any provision of a Specification shall not be deemed or construed to limit or affect the interpretation of other provisions in the same or any other Specification in which the word, phrase, pronoun, *et cetera* is not omitted.

Subsection 4.4.5 Titles and Captions. The titles and captions set forth in the Specifications are included for convenience of the reader only and shall not be deemed or construed to establish, define or limit the content or meaning of the Specifications, including, without limitation, which trades must comply with any particular Specification.

Subsection 4.4.6 Singular and Plural Senses. Unless context requires otherwise, words, terms or phrases used in the Specifications in the singular sense shall be deemed and construed to include the plural sense, and vice versa (e.g., use of the phrase "any Specification" shall be interpreted also as "any Specifications").

Subsection 4.4.7 Gender. If any word, term or phrase in the Specifications is stated in either the masculine, feminine or non-binary sense, the word, term or phrase, unless otherwise required by context, shall be interpreted as including both or any of such genders (e.g., use of the phrase "his work" shall be interpreted to include also "her work" and "their work").

Section 4.5 Addenda. Prior to award of the Contract to the Contractor, the Architect may have issued one or more written addenda to direct changes in, provide additional detail for, or otherwise explain the Work as described in or required by the Drawings, Specifications or other Contract Documents ("Addenda"). All Addenda shall be deemed and construed to be part of the Contract Documents. To the extent applicable to the same portion or element of the Work, Addenda shall govern over all other Contract Documents and, unless specified otherwise, subsequent Addenda shall govern over prior Addenda.

Section 4.6 Deferred Approvals. If the Contract Documents include any Drawings or other requirements for any materials, equipment, processes or other items of any nature that are specified as requiring or being subject to Deferred Approval, the Drawings and other requirements are intended for purposes of illustration and information only, and, unless stated otherwise in the Contract Documents, the Contractor shall be responsible for the design and approval of each item requiring Deferred Approval as provided in Section 5.10 of these General Provisions.

Section 4.7 Work to be Inferred from Contract Documents. The Drawings, Specifications and other Contract Documents may not specifically illustrate or describe every item of Work required to complete the Contractor's scope of work and to deliver to the District a complete Project. The Contract Documents are intended to sufficiently describe the Work required so that the Contractor may determine the materials, labor, services and other things of any nature required for the proper execution and completion of the Work, including, without limitation, any requirements for materials, labor, services or other things that should be inferred from the Contract Documents. Therefore, in addition to completing all Work as expressly illustrated or described in the Contract Documents, the Contractor shall be responsible for providing all materials, labor, services, and other things of any nature necessary to complete the Work as may be inferred from the Contract Documents so that, in conjunction with any and all Work by Others, the District receives a fully complete and operational Project as intended.

Section 4.8 Geotechnical and Soils Reports.

Subsection 4.8.1 Not Part of Contract Documents. The District or Architect may determine that obtaining geotechnical services and/or a soils report is required or advisable in connection with the Project. In such event, the District, at its expense, may provide copies of the geotechnical and/or soils reports to the Contractor. However, if the District provides any such report to the Contractor, the report in no event shall be deemed or construed to be part of the Contract Documents, and such report shall be deemed and construed as being provided solely for the convenience of, and as supplementary information to, the Contractor. The information included in any such report shall be deemed and construed as approximate only, and the Contractor shall be responsible for inspecting and verifying the actual conditions of the Project Site.

Subsection 4.8.2 Specifications Govern. Geotechnical and/or soils reports provided by the District in connection with the Project may include information and recommendations related to soils, groundwater and/or other surface and subsurface conditions of the Project Site. However, because such geotechnical and/or soils reports are for information purposes, not part of the Contract Documents, the Contractor shall perform all earthwork and soils-related portions of the Work in conformance with the Drawings, Specifications and other Contract Documents, not as recommended in such reports.

Subsection 4.8.3 No Warranty of Information. The District shall not be deemed or construed to have made any representation or warranty as to the information or recommendations set forth in any geotechnical and/or soils reports provided by the District in connection with the Project, or as to the soils, groundwater, or other surface and subsurface conditions of the Project Site. The Contractor shall be responsible for inspecting and verifying the actual conditions of the Project Site and, in connection with the Work, shall be deemed and construed to have conducted an independent investigation of the surface and subsurface conditions of the Project Site.

Section 4.9 Contractor to Know and Understand Applicable Law. The Contractor is hereby required to, and shall be deemed for all purposes of the Contract to, be aware of, know and understand all laws, ordinances, codes, rules, regulations and other governmental requirements applicable to public works projects generally and applicable to the Work specifically. Therefore, each and every provision of law required by law, ordinance, rule, regulation or other applicable governmental requirement to be set forth in the Contract Documents that, for any reason, is omitted from, or is incorrectly set forth in, the Contract Documents, shall be deemed to be properly set forth in the Contract Documents, and the Contract shall be construed and enforced as though such omitted or incorrect provision were properly and correctly set forth in the Contract Documents.

Section 4.10 Pre-Construction Review of Contract Documents. Prior to when required to initially proceed with the Work, the Contractor shall complete a careful and detailed review of all Contract Documents in order to: (i) determine and confirm all materials, labor, services and other things of any nature required to fully complete the Work in accordance with the Contract Documents; (ii) determine whether the Contractor perceives any errors, inconsistencies, conflicts, ambiguities, omissions, or lack of sufficient detail or explanation in the Drawings, Specifications or other Contract Documents; (iii) determine whether the requirements of the Drawings, Specifications and other Contract Documents conform with all laws, ordinances, codes, rules, regulations and other governmental requirements applicable to the Work, including, without limitation, Title 21 and Title 24 of the CCR, applicable building codes, and utility-company requirements. Neither the requirements of this Section 4.10, nor any delay by the Contractor in complying with such requirements, shall be deemed to relieve the Contractor from complying with requirements for commencing and/or completing the Work, and the Contractor shall schedule and complete its Pre-Construction Activities to accommodate the review required pursuant to this Section 4.10.

Section 4.11 Notice After Pre-Construction Review. If, as a result of its review pursuant to Section 4.10 of these General Provisions, the Contractor perceives: (i) any error, inconsistency, conflict, ambiguity, omission, or lack of sufficient detail or explanation in the Drawings, Specifications or other Contract Documents; or (ii) that any of the Drawings, Specifications or other Contract Documents do not conform in all respects with all laws, ordinances, codes, rules, regulations and other governmental requirements applicable to the Work; then, prior to commencing any portion of the Work, the Contractor shall provide written notice thereof to the District, Architect, and Project Manager. Within a reasonable time after notice, and to the extent necessary and appropriate, the Architect will issue an Architect Field Directive or other written directive to the Contractor setting forth a correction or clarification of the matters specified in the notice.

Section 4.12 Ongoing Review of Contract Documents. The Contractor shall maintain on an ongoing basis such knowledge and understanding of the Contract Documents as necessary for full and timely compliance therewith. At any time during the course of the Work, if the Contractor perceives any error, inconsistency, conflict, ambiguity, omission, or lack of sufficient detail or explanation in the Drawings, Specifications or other Contract Documents, or any non-conformance of the Drawings, Specifications or other Contract Documents with all laws, ordinances, codes, rules, regulations and other governmental requirements applicable to the Work, then the Contractor shall provide written notice to the District, Architect, and Project Manager. The Contractor shall provide such notice promptly after discovering any problem with the Contract Documents, so that the matter may be addressed without any resulting delay in the Work or Work by Others. Within a reasonable time after receipt of such notice, and to the extent necessary and appropriate, the Architect will issue an Architect Field Directive

or other written directive to the Contractor setting forth a correction or clarification of the matters specified in the notice.

Section 4.13 Requests for Information Regarding the Work or the Contract Documents.

Subsection 4.13.1 Submittal to Inspector of Record. The Contractor may submit a written request for information regarding the Work or the Contract Documents (each an "RFI") at any time the Contractor reasonably: (i) does not understand any requirement of the Contract Documents relating to the performance of the Work; (ii) is not sure or believes that the Contract Documents do not sufficiently detail or describe a portion of the Work; or (iii) otherwise believes that information or an interpretation of the Contract Documents is necessary to permit the Contractor to proceed with the Work. The Contractor must submit each RFI to the Inspector of Record, who shall promptly forward the RFI to the Architect along with any comments the Inspector of Record may have in regard to the RFI, with a copy thereof to the District. The Contractor must submit an RFI sufficiently in advance as will avoid and/or prevent any delays in the Work or any Work by Others. Therefore, the Contractor must review and understand the requirements for each of the various portions of the Work sufficiently in advance of undertaking such portions of the Work so that, if necessary, the Contractor can timely submit an RFI. Each RFI must: (i) be in writing on the "Request for Information" form included in the Required Project Forms; (ii) sufficiently identify the specific portion of the Contract Documents that is the subject of the RFI, including, without limitation, Drawing and detail number, Specification section, page number, *et cetera*; (iii) describe in reasonable detail what the Contractor does not understand, what the Contractor believes is not sufficiently detailed or provided for, or other matter that is the subject of the RFI; and (iv) describe the Contractor's interpretation or suggested resolution of the matter that is the subject of the RFI.

Subsection 4.13.2 Each RFI Must be Submitted Timely and in Good Faith. The Contractor must submit each RFI in good faith, and must not abuse the RFI process, including, without limitation, by requesting that the Architect provide information that is equally available to the Architect and the Contractor. The Contractor shall be responsible and liable for any and all costs and/or delays, including, without limitation, costs of additional professional services incurred by the District, arising from any failure by the Contractor to comply with the requirements of Subsection 4.13.1 of these General Provisions.

Subsection 4.13.3 Architect Review and Response to RFI. The Architect may return an RFI to the Contractor for clarification or additional information if the RFI does not set forth information reasonably sufficient for the Architect to fully understand the Contractor's question or issue. The Architect will respond in writing to each sufficiently detailed RFI, considering any comments received from the Inspector of Record, within ten days or such other reasonable time as will be dependent on the number of then-pending RFIs, the complexity of the issues raised by any RFIs, the relative importance or priority of the RFIs, *et cetera*. Although the name or title of the responses to RFIs may vary, the Architect's response may be in the form of a bulletin describing information relative to the Work (each a "Bulletin"), an interpretation of the meaning of a specific requirement applicable to the Work (each an "Interpretation"), or a clarification of a specific requirement applicable to the Work (each a "Clarification"). (Note also that the Architect may issue Bulletins, Interpretations and Clarifications in circumstances other than in response to RFIs.) The Architect will provide copies of the response to an RFI to the District, the Project Manager and the Inspector of Record. If the response by the Architect indicates that a change in the Work is required, such change shall be implemented by means of Change Order if the Architect determines that an adjustment to the Contract Time and/or Contract Price is required, or by means of an Architect Field Directive if no such adjustment is required. **IF THE**

CONTRACTOR REASONABLY BELIEVES THAT THE IMPLEMENTATION OF ANY BULLETIN, INTERPRETATION, OR CLARIFICATION WILL REQUIRE AN ADJUSTMENT OR FURTHER ADJUSTMENT TO THE CONTRACT TIME AND/OR CONTRACT PRICE THAT IS NOT REFLECTED IN A CORRESPONDING CHANGE ORDER, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 17.5 OF THESE GENERAL PROVISIONS.

Section 4.14 Costs of Erroneous or Non-Conforming Work. If, at any time during the course of the Work, the Contractor or any Subcontractor performs, or permits the performance of, any portion of the Work that is affected by or relates to any provision of the Contract Documents that the Contractor knows or reasonably should have known: (i) is erroneous, inconsistent, conflicting, ambiguous, omitted, or not sufficiently detailed or explained (including, without limitation, and notwithstanding any approval by the Architect, any materials, equipment, processes or other items for which the designs or Specifications were submitted by or on behalf of the Contractor); or (ii) does not conform with any applicable law, ordinance, code, rule, regulation or other governmental requirement; then the Contractor shall bear any and all costs arising therefrom including, without limitation, the cost of correction, without increase or adjustment to the Contract Price or the time for performance, if: (i) the work was performed without the Contractor having first notified and sought written directive(s) from the District, Architect, and Project Manager as described in Sections 4.11 and/or 4.12 of these General Provisions; or (ii) the work was performed contrary in any manner to the instructions, Addenda or other written directive(s) of the Architect, Project Manager or District.

Section 4.15 Ownership and Rights to Contract Documents. For all purposes related to the Contract, the Drawings, Specifications and other Contract Documents are deemed to be and shall remain the property of the District. Except for the District and (as may be provided by its agreement with the District) the Architect, no person or entity (including, without limitation, the Contractor and anyone performing any work or services pursuant to the Contract on behalf of the Contractor) may own or claim a copyright in the Drawings, Specifications or other Contract Documents.

Section 4.16 Use of Contract Documents. The Contractor and each Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work may use the Drawings, Specifications and other Contract Documents only to the extent necessary for the proper execution of the Work, including, without limitation, applications and submittals to governmental agencies in connection with seeking approvals for some or all of the Work. Neither the Contractor, nor any other person or entity other than the District, may use the Drawings, Specifications or other Contract Documents for any purpose other than in connection with the Work, including, without limitation, any work on the Project that is outside the scope of the Work.

Section 4.17 Return of Contract Documents to District. The Contractor shall ensure that any and all copies of the Drawings, Specifications and other Contract Documents obtained by or provided to the Contractor, or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, are maintained in a reasonable and useable condition. Promptly following final walk-through inspection approval of the Project as described in Section 19.9 of these General Provisions, and as a condition precedent to acceptance of the Project in accordance with Section 19.9 of these General Provisions, the Contractor must provide to the District all such copies of the Drawings, Specifications and other Contract Documents, except that the Contractor may retain one complete set of the Drawings, Specifications and other Contract Documents for the Contractor's records.

PART 5: SHOP DRAWINGS, DEFERRED APPROVALS AND OTHER SUBMITTALS

Section 5.1 General Requirements for Submittals. The Contractor is responsible for submitting to the Architect any and all Shop Drawings, Samples, Deferred Approvals, and other submittals required pursuant to the Contract Documents, including, without limitation, any submittals prepared or otherwise provided by or on behalf of any Subcontractor. A Subcontractor may provide a submittal directly to the Architect only upon written consent of the Architect obtained by the Contractor, but the Contractor shall retain responsibility for full compliance with the requirements of this Part 5. The Contractor must submit each submittal accompanied by a separate transmittal letter for each submittal item or group of items for which a submittal is required pursuant to the Contract Documents. Each submittal, and the transmittal letter and other information submitted with the submittal, must be legible in all respects. All Shop Drawings, Samples, Deferred Approvals, and other submittals required pursuant to the Contract Documents shall be deemed and construed to become property of the District upon submittal to the Architect pursuant to this Part 5. The Contractor may not use the submittal process, as set forth in this Part 5, in lieu of complying with the procedures for substitution set forth in Part 14 of these General Provisions, to request substitution of any equipment, material or other item, or any service or process, required pursuant to the Contract Documents.

Section 5.2 Requirements for Timely Submittals. The Contractor shall be responsible for determining when it must submit each Shop Drawing, Sample, Deferred Approval or other submittal required pursuant to the Contract Documents, including consideration of time required for review and approval by the Architect. The Contractor shall initiate such contacts with the Architect as necessary for the Contractor to determine the amount of time required for approval of each submittal. The Contractor must ensure that any and all Shop Drawings, Samples and other submittals required pursuant to the Contract Documents have been submitted to the Architect within: (i) the time(s) specified in the Contract Documents (including, without limitation, the Master Construction Schedule) or otherwise by the Architect; (ii) within thirty-five days of the date of the Notice of Award if the Contract Documents or Architect do not specify a time for submittal; or (iii) such earlier time(s) as the Contractor determines necessary to avoid any delay in the progress of the Work or any Work by Others. The Contractor shall be fully responsible and liable for any delay in completion of the Work and/or the Project arising from any failure by the Contractor to timely submit any required submittal(s) to the Architect, and the District shall not grant any extension of time for performance of the Work on account of any such failure by the Contractor.

Section 5.3 Requirements for Identifying Submittals. In addition to any other mandatory or permissive information, the Contractor must specify on each submittal and associated transmittal letter: (i) the names of the Contractor and any Subcontractor that will be responsible, in whole or in part, for performing the Work described or illustrated in the submittal; (ii) the name and/or number assigned for purposes of identifying the Project; (iii) the date the submittal and each revision thereof has been conveyed to the Architect; and (iv) the section of the Specifications or other portion of the Contract Documents that requires the submittal. If it is not physically possible for the Contractor to specify the foregoing information directly on the submittal (e.g., on a Sample), the Contractor shall attach a tag or label to the submittal that contains such information. If the Architect returns a submittal to the Contractor for revision, the Contractor must specify on each such revision the numeric or alpha-numeric identifier assigned to that submittal.

Section 5.4 Required Quantities of Submittal Materials. As part of each submittal (including, without limitation, Shop Drawings and Deferred Approvals), the Contractor must submit one full-size printed copy and an electronic copy (in PDF or such format at the Architect may direct) of each drawing and other written information, depictions and/or other materials included in the submittal. Each submittal that includes any Sample must, unless otherwise directed by the Architect, include two identical copies of the Sample. To the extent reasonably necessary in connection with the Project, the Architect may require that the Contractor submit additional quantities of submittal materials.

Section 5.5 Contractor Must Identify Deviations from Contract Requirements. If a Shop Drawing, Sample, Deferred Approval or other submittal required pursuant to the Contract Documents does not conform in every respect with all requirements of the Specifications and other Contract Documents (including, without limitation, any qualification of, modification of, or other deviation from such requirements), such deviation must be expressly identified and explained in detail in the submittal, noted in the accompanying transmittal letter, and, as applicable, identified by "clouding" on the submittal.

Section 5.6 Contractor Must Review and Verify All Submittals. Prior to submittal to the Architect, the Contractor must review each Shop Drawing, Sample, Deferred Approval or other submittal required pursuant to the Contract Documents and verify that: (i) all materials, measurements, standards, requirements, and other information constituting, or set forth in, the submittal are consistent with, and satisfy all requirements of, the Contract Documents (or expressly describe in detail any deviations from such requirements); (ii) the Work described or illustrated in or by the submittal is fully coordinated and consistent with all other portions of the Work and any Work by Others; and (iii) the Work described or illustrated in or by the submittal can be performed within the time(s) required pursuant to the Contract Documents. The Contractor must represent and warrant that it has undertaken and completed such review and verification by including written or stamped language to that effect, approved or provided by the Architect, and signed and dated by the Contractor, on each Shop Drawing, Sample, Deferred Approval and other submittal required pursuant to the Contract Documents (or an accompanying transmittal letter, if not physically possible to write or stamp, sign and date a submittal).

Section 5.7 Contractor Must Provide Preliminary Materials Lists. Within ten calendar days after receipt by the Contractor of the Notice of Award or prior to the Commencement Date, whichever is sooner, the Contractor must submit to the Architect, for approval, preliminary lists of the equipment, products and materials proposed to be incorporated into the Project (each a "Preliminary Materials List"). The Contractor must submit a separate Preliminary Materials List for the Contractor and each Subcontractor, based on their respective portions of the Work. The Contractor need submit only one copy of each Preliminary Materials List, but each must be capable of being reproduced (copied) without significant decrease in legibility. Prior to submitting a Preliminary Materials List for a Subcontractor to the Architect, the Contractor shall have reviewed and confirmed that the items specified in the Preliminary Materials List encompass all equipment, products and materials within the scope of that Subcontractor's portion of the Work. The approval by the Architect of any Preliminary Materials List is one step in the submittal process for the Project and shall not be deemed or construed to be in lieu of requirements in the Contract Documents for submittal of Shop Drawings, Samples, Deferred Approvals and/or other information. The Contractor must reserve space on each Preliminary Materials List for the Architect's and the Contractor's stamps and/or signatures indicating approval of the Preliminary Materials List.

Section 5.8 Requirements for Shop Drawings. As required pursuant to the Contract Documents, the Contractor must submit to the Architect any and all drawings and other information necessary to illustrate, expand upon, and otherwise explain in detail such portions of the Work as are generally described in the Drawings and Specifications and that are to be manufactured or fabricated (e.g., equipment, structural steel, *et cetera*) and incorporated into the Project (each a "Shop Drawing"). The Shop Drawings must explain the manufacture, fabrication, structure, standards, dimensions, layout and/or installation of such portions of the Work (including, without limitation, compliance with or variance from requirements of the Drawings and Specifications) in such manner and in such detail as will permit approval by the Architect and understanding by those performing the Work as to how the portions of the Work detailed in the Shop Drawings will coordinate and fit with other portions of the Work and with any Work by Others. The Contractor must accompany each Shop Drawing with, as applicable, any and all manufacturer drawings, instructions, catalog cut-sheets, performance data, and other descriptive information as required for the Architect to determine that the Work described in the Shop Drawing will satisfy the requirements of the Contract Documents. The Contractor must reserve space on each Shop Drawing for the Architect's and the Contractor's stamps and/or signatures indicating approval of the Shop Drawing.

Section 5.9 Requirements for Samples. As required pursuant to the Contract Documents or otherwise reasonably required by the Architect, the Contractor must submit to the Architect, for approval, any and all physical samples of materials, devices, instruments and/or equipment, or portions thereof, as are generally described in the Drawings and Specifications and that are to be incorporated into the Project (each a "Sample"). The Samples must physically demonstrate the type, quality, texture, finish, color and/or other characteristic(s) of the item for which the Sample is required, in such manner and in such detail as will permit approval by the Architect and understanding by those performing the Work as to how such item, upon completion of the Project, should appear, function, coordinate and/or fit with other items making up the Project. If the Contract Documents require that a Sample illustrate or demonstrate a range of any particular characteristic(s) of any material or product, the range must be sufficiently broad to fairly and fully represent reasonable and possible variations of such characteristic(s). The Contractor must accompany each Sample with, as applicable, any and all manufacturer labels, instructions, catalog cut-sheets, performance data, and other descriptive information as required for the Architect to determine that the characteristic illustrated or demonstrated by the Sample will satisfy or otherwise conform with the requirements of the Contract Documents and the Architect's aesthetic and other decisions. The Contractor must reserve space on the tag or label attached to the Sample, and on the associated transmittal letter, for the Architect's and the Contractor's stamps and/or signatures indicating approval of the Sample.

Section 5.10 Requirements for Deferred Approvals. The Drawings and Specifications may specify that certain portions of the design of the Work (e.g., fire-sprinkler systems, bleachers, elevator, skylights, *et cetera*) and approval thereof by the Architect, DSA, or others has been deferred (each a "Deferred Approval"). Deferred Approvals may be required for items that the Architect could not specify in full detail prior to a specific manufacturer and/or product being identified and approved in accordance with the Contract Documents, or for other reasons. With respect to each Deferred Approval for which it is responsible, the Contractor must prepare and submit the Deferred Approval in accordance with the directions of the Architect and requirements of the Contract Documents, including, without limitation, any performance specifications and/or loading criteria for the item(s) within the scope of the Deferred Approval. Each Deferred Approval must comply with all applicable requirements of Title 21 (including, without limitation, Section 17) of the CCR, and Title 24 (including, without limitation, Section 4-317) of the CCR. The Contractor must reserve space on each drawing and associated specifications

included in a Deferred Approval for the DSA's, Architect's and the Contractor's stamps and/or signatures indicating approval of the Deferred Approval. In obtaining such Deferred Approvals, the Contractor shall ensure that all applications, designs, drawings, specifications, submittal, *et cetera* comply with all applicable laws, ordinances, codes, rules, regulations and other governmental requirements, including, without limitation, requirements of the DSA and the State Fire Marshall. Unless stated otherwise in the Contract Documents, the Contractor shall be responsible for paying all fees, costs and other expenses necessary to obtain such Deferred Approvals. Neither the requirements of this Section 5.10, nor any delay by the Contractor in complying with such requirements, shall be deemed to relieve the Contractor from complying with requirements for commencing and/or timely completing the Work, and the Contractor shall schedule and complete its activities to accommodate the requirements of this Section 5.10. The Contractor shall not be granted an extension of time, and may be assessed liquidated damages, if the Contractor is responsible for any failure to obtain any required Deferred Approval and such failure results in a delay in the critical-path of the Work or any Work by Others.

Section 5.11 Scope of Submittal Review and Approval. The Architect shall review all Shop Drawings, Samples and other submittals required pursuant to the Contract Documents and, as applicable, require additional information, require correction and resubmittal, and/or approve the submittals. In its sole discretion, the District may require that the Project Manager also review and approve all submittals. The scope of review and approval by the Architect (and, if applicable, the Project Manager) shall be limited to: (i) matters of aesthetics; (ii) as required, determining that designs were prepared by appropriately licensed design professionals; (iii) determining general conformance with the design concept(s) for the Work and the Project; (iv) determining general conformance with requirements of the Contract Documents; and (v) other matters as required by law. In no event shall the review and/or approval of any submittal be deemed or construed to: (i) constitute verification or approval of any specific dimensions, field conditions or quantities; (ii) constitute a comprehensive analysis and verification that the submittal is free of all errors and deficiencies; (iii) relieve the Contractor from responsibility for any deviation in the submittal from the requirements of the Contract Documents that was not expressly stated in the submittal as being a deviation from such requirements; (iv) relieve the Contractor from responsibility for any error or deficiency in the submittal not within the scope of review and approval; (v) relieve the Contractor from responsibility for any deficiency in the Work, any failure to coordinate or ensure that the item(s) fit with other portions of the Work or any Work by Others, or any other failure to perform the Work in accordance with the Contract Documents; or (vi) relieve the Contractor from any responsibility for violation of any patent or other right of any person or entity.

Section 5.12 Contractor Must Correct and Resubmit Rejected Submittals. If the Architect determines that any submittal is incomplete, contains any material error or other deficiency, or has been only superficially reviewed by the Contractor, the Architect may return the submittal to the Contractor with a notation describing the needed correction(s) and the time within which the submittal must be corrected and resubmitted to the Architect. The Contractor must make all corrections required by the Architect and must resubmit the revised submittal to the Architect within the time specified by the Architect. The Contractor must specifically highlight and/or direct the Architect's attention (e.g., in writing, by "clouding," *et cetera*) to all revisions made to the submittal since it was last returned to the Contractor by the Architect, in such manner as will permit the Architect to easily discern revisions to the submittal. If the Contractor revises and resubmits a submittal, but has failed to properly, appropriately or reasonably make any correction(s) to the submittal as directed by the Architect, or if the revisions to the submittal have revealed or contain additional errors or deficiencies, with the result that the Architect requires further correction of the submittal (i.e., after an initial review and one follow-up

review), the reasonable cost of the professional services for the additional review(s) of the submittal shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

Section 5.13 No Work or Deliveries Permitted Absent Approved Submittals. In no event may the Contractor commence any portion of the Work that requires any Shop Drawing, Sample or other submittal pursuant to the Contract Documents, unless and until the Architect has reviewed and approved the submittal in accordance with this Part 5. In addition, if DSA approval is required for any submittal, the Contractor may not commence the portion of the Work requiring the submittal unless and until: (i) the Architect has obtained the required DSA approval; or (ii) the Architect directs the Contractor, in writing, to commence such portion of the Work. The Contractor must ensure that all such portions of the Work are performed and completed in accordance with all Shop Drawings, Samples, Deferred Approvals and other submittals required pursuant to, and approved by the Architect in accordance with, the Contract Documents. The District, the Architect, the Project Manager and/or the Inspector of Record may reject any Work performed, and/or any materials, products or other things delivered to the Project Site and/or incorporated into the Work or the Project, in violation of the requirements of this Section 5.13.

PART 6: INSURANCE REQUIREMENTS

Section 6.1 Insurance a Condition Precedent to Commencing the Work. Timely compliance by the Contractor with all applicable requirements of this Part 6 shall be deemed and construed as a condition precedent to the Contractor commencing any portion of the Work. However, in no event shall any failure by the Contractor to comply, or to timely comply, with the requirements of this Part 6 be deemed or construed to relieve the Contractor of any of its responsibilities pursuant to the Contract Documents, including, without limitation, the requirement to commence the Work on the Commencement Date. The Contractor shall be responsible for all damages and costs incurred by the District arising from any failure by the Contractor to comply or to timely comply with the requirements of this Part 6.

Section 6.2 Coverage Timing Requirements. The Contractor must obtain and have in effect each and every policy of insurance as required pursuant to the Special Provisions and this Part 6 of these General Provisions (each an "Insurance Policy" and, collectively, the "Insurance Policies"): (i) prior to expiration of the Contract Return Period or prior to the Commencement Date, whichever is sooner, if the Special Provisions indicate that the District will not implement an OCIP; or (ii) seven days after receipt of notice from the District or the OCIP administrator that, as applicable, the OCIP will not take effect, the OCIP will not be applicable to the Project, the OCIP is being terminated, or the Contractor or a sufficient number of its Subcontractors do not qualify for enrollment and/or participation in the OCIP. The Contractor must maintain each such Insurance Policy in full force and effect at all times prior to the Project Acceptance Date or, as applicable, such later date(s) as specified in this Part 6 of these General Provisions.

Section 6.3 Optional Owner-Controlled Insurance Program. If the Special Provisions so provide, the District will implement an "Owner Controlled Insurance Program" ("OCIP") for the Project, and the Contract Documents will include Supplementary Special Provisions setting forth the OCIP requirements, including, among others, requirements for the Contractor to provide qualifying and enrollment information for itself and its listed Subcontractors. The Contractor must at all times comply with all applicable OCIP requirements set forth in the Supplementary Special Provisions and other OCIP-

related documentation incorporated into the Contract. Such compliance shall be in lieu of the Contractor and its Subcontractors procuring the Insurance Policies identified in Section 6.5 of these General Provisions; provided, however, that: (i) except as provided in Section 6.4 of these General Provisions, the Contractor still must procure the CBR Policy; and (ii) notwithstanding the foregoing, the Contractor must procure all of the Insurance Policies identified in Section 6.5 of these General Provisions if, for any reason, the OCIP does not take effect, the OCIP does not become applicable to the Project, the OCIP is terminated after taking effect, or the Contractor or a sufficient number of its Subcontractors do not qualify for enrollment and/or participation in the OCIP.

Section 6.4 Optional District Builder Risk Insurance. If the Special Provisions so provide, the District will obtain, and will maintain in force at all times prior to the Project Acceptance Date, a policy of builder's risk insurance with such coverages, deductibles, and endorsements as the District, in its reasonable discretion, determines appropriate ("DBR Policy"). If the District will have the DBR Policy in effect, the Contractor shall not be required to procure the CBR Policy described in Subsection 6.5.6 of these General Provisions. The DBR Policy will name as additional insureds the District, the Contractor, the Subcontractors, and others as the District, in its reasonable discretion, determines appropriate. The District and the Contractor hereby waive all subrogation rights against each other and all other persons and/or entities covered by the DBR Policy, but only to the extent of coverage provided by the DBR Policy. The Contractor shall in its Subcontracts require that Subcontractors of all tiers also waive all subrogation rights against each other and all others covered by the DBR Policy, to the extent of the coverage provided by the DBR Policy. The DBR Policy shall also waive the insurer's rights of subrogation against such persons and/or entities. A waiver of subrogation shall be effective with respect to each such person or entity regardless of whether the person or entity: (i) has a right to indemnification; (ii) has an obligation to indemnify any other person or entity; (iii) paid any premium for the DBR Policy; or (iv) has an insurable interest in the property. The Contractor must comply with all requirements of the DBR Policy applicable to the performance of the Work. If the Contractor incurs any loss in excess of an applicable deductible, the Contractor must provide written notice to the Project Manager within twenty-four hours after discovering the loss. If a deductible applies, the Contractor shall be responsible for all losses up to the deductible amount set forth in the Special Provisions.

Section 6.5 Minimum Types and Amounts of Insurance Coverage.

Subsection 6.5.1 Commercial General Liability Insurance. As a condition precedent to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times as specified in this Subsection, an ISO form CG 00 01 policy of commercial general liability insurance, written on an "occurrence" basis ("CGL Policy"). For avoidance of doubt, "modified occurrence" and "claims-made" policies are not acceptable and will not satisfy the requirements of this Subsection. The CGL Policy shall have coverage limits and sub-limits in amounts not less than those specified in the Special Provisions. Each amount specified in the Special Provisions as a minimum aggregate limit applicable to the CGL Policy shall: (i) be an annual limit; (ii) apply specifically and exclusively to the Project and the Work; and (iii) apply to all of the Project and the Work, regardless of whether portions of the Work are performed directly by the Contractor or by any other party or parties on behalf of the Contractor. The Contractor shall keep the CGL Policy in full force and effect: (i) generally, at all times prior to the date of final payment to the Contractor pursuant to Section 22.17 of these General Provisions; and (ii) with respect to products-completed operations coverage, until the date that is four years after the date of final payment to the Contractor in accordance with the Contract. Except as expressly agreed by the District in writing, the CGL Policy shall, at a minimum and without limitation, provide coverage for all of the following:

(i) bodily injury, disease, sickness and death;
(ii) property damage;
(iii) personal injury and advertising injury;
(iv) premises and operations liability;
(v) explosion, collapse, and underground;
(vi) contractual liability assumed by the Contractor pursuant to the Contract Documents;
(vii) independent contractor's liability; and
(viii) products-completed operations liability.

Subsection 6.5.2 Contractor's Pollution Liability Insurance. As a condition precedent to commencing the Work, the Contractor must have in effect, and must maintain in effect at all times specified in this Subsection, a policy of contractor's pollution liability insurance, written on an occurrence basis ("CPL Policy"). For avoidance of doubt, "modified occurrence" and "claims-made" policies are not acceptable and will not satisfy the requirements of this Subsection. The CPL Policy shall have coverage limits in amounts not less than those specified in the Special Provisions. The amount specified in the Special Provisions as a minimum aggregate limit applicable to the CPL Policy must: (i) be an annual limit; (ii) apply specifically and exclusively to the Project and the Work; and (iii) apply to all of the Project and the Work, regardless of whether portions of the Work are performed directly by the Contractor or by any other party or parties on behalf of the Contractor. The Contractor shall keep the CPL Policy in full force and effect: (i) generally, at all times prior to the date of final payment to the Contractor pursuant to Section 22.17 of these General Provisions; and (ii) with respect to products-completed operations coverage, until the date that is four years after the date of final payment to the Contractor pursuant to Section 22.17 of these General Provisions. Except as expressly agreed by the District in writing, the CPL Policy shall, at a minimum and without limitation, provide coverage for all of the following:

(i) release of pollutants or contaminants (including, but not limited to, hazardous substances), whether accidental, sudden, or gradual;
(ii) pollution arising from disturbance of existing conditions;
(iii) asbestos and lead abatement, removal, and disposal;
(iv) bodily injury, sickness, disease, and/or death;
(v) property damage (broad form);
(vi) fungus (including, without limitation, mold), bacteria, and silica pollution;
(vii) transportation risks, including, among others, loading and unloading of hazardous wastes or materials;
(viii) disposal at non-owned disposal sites;
(ix) damage to natural resources;
(x) emergency response costs and expenses;
(xi) clean-up and remediation costs and expenses;
(xii) Errors and omissions liability;
(xiii) contractual liability assumed by the Contractor pursuant to the Contract Documents;
(xiv) defense costs, including, without limitation, attorneys' fees and other legal costs; and
(xv) products and completed operations coverage.

Subsection 6.5.3 Commercial Auto Liability Insurance. Prior to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times prior to the Project Acceptance Date, a policy of commercial-business vehicle liability insurance written on an occurrence basis ("CAL Policy"). For avoidance of doubt, "modified occurrence" and "claims-made" policies are not acceptable and will not satisfy the requirements of this Subsection. The amount

specified in the Special Provisions as the minimum aggregate limit applicable to the CAL Policy shall: (i) be an annual limit; and (ii) provide coverage for owned, hired and non-owned vehicles used in connection with the Work. The Contractor shall keep the CAL Policy in full force and effect at all times prior to the date of final payment to the Contractor pursuant to Section 22.17 of these General Provisions.

Subsection 6.5.4 Workers' Compensation and Employer Liability Insurance. Prior to commencing the Work, the Contractor must have in effect, and the Contractor must maintain in effect at all times prior to the Project Acceptance Date, a policy of workers' compensation insurance in accordance with Section 3700 *et seq*. of the Labor Code and other applicable laws, regulations and requirements ("WC Policy") and a policy of employers' liability insurance with limits of not less than one million dollars per incident ("EL Policy"). **Prior to expiration of the Contract Return Period, the Contractor must complete, execute and submit to the District the "Certification Regarding Workers Compensation" form included in the Required Contract Forms.**

Subsection 6.5.5 Professional Liability Insurance.

Subsection 6.5.5.1 Contractor. In connection with the Contractor having responsibility, whether directly or indirectly through any Subcontractor, for any design, engineering or similar professional services in accordance with the Contract Documents (e.g., design of fire sprinklers, shoring, falsework, scaffolding, *et cetera*), the Contractor shall obtain and maintain a policy of professional liability (errors and omissions) insurance ("E&O Policy") providing coverage in an amount not less than the amount specified in the Special Provisions for each claim and in the aggregate. Notwithstanding Section 6.2 of these General Provisions: (i) the Contractor must have the E&O Policy in full force and effect prior to commencing any such professional services; (ii) each renewal or replacement of the E&O Policy must have a retroactive date that is prior to the date the Contractor commenced any such professional services; and (iii) as a condition to final payment pursuant to the Contract, the Contractor must obtain at its cost a supplemental extended reporting period (tail) applicable to the E&O Policy for a period of not less than four years after the Substantial Completion Date.

Subsection 6.5.5.2 Subcontractors. In addition to the Contractor obtaining and maintaining the E&O Policy, the Contractor must require and ensure that each of its Subcontractors having responsibility for any design, engineering or similar professional services in connection with the Project obtains and maintains a policy of professional liability (errors and omissions) insurance ("Subcontractor E&O Policy") providing coverage in an amount not less than the amount specified in the Special Provisions for each claim and in the aggregate. Notwithstanding anything else to the contrary: (i) each such Subcontractor must have its Subcontractor E&O Policy in full force and effect prior to commencing any such professional services; (ii) each renewal or replacement of the Subcontractor E&O Policy must have a retroactive date that is prior to the date the Subcontractor commenced any such professional services; and (iii) as a condition to final payment to the Contractor pursuant to Section 22.17 of these General Provisions, the Subcontractor must obtain at its cost a supplemental extended reporting period (tail) applicable to the Subcontractor E&O Policy for a period of not less than two years after the Substantial Completion Date; provided that, upon request of the Contractor, the District in its discretion may waive the requirement for some or all of the tail coverage with respect to any Subcontractor whose professional services relate solely to temporary work (e.g., shoring, falsework, or scaffolding).

Subsection 6.5.6 Contractor's Builder Risk Insurance.

Subsection 6.5.6.1 Contractor Obligation. If the Special Provisions provide that the Contractor must obtain such insurance, then, prior to commencing the Work and at all times prior to the date of final payment to the Contractor pursuant to Section 22.17 of these General Provisions, the Contractor shall have in effect a policy of builder's all-risk insurance ("CBR Policy") issued on a non-reporting, replacement value basis covering any and all existing and new structures and other improvements where Work is being performed, including, without limitation, as modified by performance of the Work.

Subsection 6.5.6.2 Coverage Requirements. The CBR Policy must apply, at a minimum, to: (i) completed work; (ii) work in progress; (iii) temporary structures and improvements; (iv) materials, supplies, and equipment stored on the Project Site; (v) materials, supplies, and equipment stored at off-site locations or in transit; and (vi) operational and performance testing, commissioning, and start-up. The CBR Policy must cover: (i) losses and costs arising from causes that include, without limitation, fires, windstorms, lightening, explosions, theft, collapse, and water damage; (ii) losses and costs arising from subsidence, landslide, or other earth movement associated with or attributable to construction activities; (iii) unless excepted by the District, in writing, losses and costs arising from earth movement associated with or attributable to earthquakes; (iv) costs associated with clean-up, demolition, repair, or other correction of covered losses, including, without limitation, fees for necessary architectural, engineering, and other professional services; and (v) all ensuing and/or consequential losses attributable to causes of loss excluded under the CBR Policy, including, without limitation, faulty design or workmanship. The CBR Policy must be endorsed for extended coverage, vandalism, malicious mischief, and theft (including, without limitation, theft of materials not then incorporated into the completed portions of the Project. Any exclusion of losses attributable to faulty design or workmanship shall not exceed the total costs the District would have incurred to repair or otherwise correct the fault if it had been discovered prior to the loss having occurred.

Subsection 6.5.6.3 Sub-Limits and Deductibles. In no event shall: (i) any sub-limit applicable to the CBR Policy be less than six percent (6%) of the primary coverage limit determined in accordance with Subsections 6.5.6.1 and 6.5.6.2 of these General Provisions; or (ii) the amount of any deductible or self-insured retention applicable to the CBR Policy exceed $25,000.00. Any and all sub-limits and deductibles applicable to the CBR Policy shall be subject to approval by the District, in writing and prior to the Contractor commencing any of the Work, which approval the District may grant deny, or condition in its reasonable discretion. The Contractor shall cause the CBR Policy to provide or be endorsed to provide that the District may pay any deductible or retention amount if, for any reason whatsoever, the Contractor fails to pay, or fails to timely pay, any such amount.

Subsection 6.5.6.4 Additional Insured and Loss Payees. Although the Contractor shall be the insured party and loss payee, the CBR Policy must provide or be endorsed to provide additional insured status to all of the following parties: (i) the District; (ii) the Architect; (iii) the Inspector of Record; and (iv) each Subcontractor. The CBR Policy also must name the District as a loss payee, including, without limitation, for the purposes of any tax-exempt bond proceeds used to fund the Project, and the District shall be deemed to be the owner of all work and materials on the Project Site or stored for use on the Project Site.

Subsection 6.5.6.5 Risk of Loss. As between the Contractor and the District, the Contractor and its surety(ies) and insurer(s) shall bear any and all risk of damage, destruction, or loss to the Work, the Project, and/or the Project Site resulting from perils covered by the CBR Policy and/or

other hazards. In no event shall the District be responsible or liable for any such damage, destruction or loss, and in no event shall any such damage, destruction, or loss be deemed or construed to relieve the Contractor of its obligation to fully and satisfactorily complete all of the Work. Without limiting the foregoing, no Progress Payment or other amount paid by the District to the Contractor in accordance with the Contract, in and of itself, shall be deemed or construed to relieve the Contractor of any responsibility it otherwise may have for physical damage, destruction, and losses that occur prior to the Project Acceptance Date.

Subsection 6.5.7 Sexual Abuse and Molestation Insurance.

Subsection 6.5.7.1 General Requirements. If the Special Provisions provide that the Contractor must obtain such insurance, then, as a condition precedent to commencing the Work, the Contractor must have in effect, and must maintain in effect at all times specified in this Subsection, insurance covering sexual abuse and molestation ("SAM Policy"). The SAM Policy shall have coverage limits in amounts not less than those specified in the Special Provisions. The amount specified in the Special Provisions as a minimum aggregate limit applicable to the SAM Policy shall: (i) be an annual limit; and (ii) apply specifically and exclusively to the Project and the Work. The coverage limits applicable to the SAM Policy shall be separate from (and not included within or otherwise subject to) the coverage limits of any other insurance policies that the Contractor may have in effect, including, without limitation, the CGL Policy and the E&O Policy.

Subsection 6.5.7.2 Scope. The SAM Policy, at a minimum, shall provide coverage for: (i) direct and vicarious liability associated with sexual misconduct and abuse; (ii) acts and omissions by, among others, the employees of the Contractor and its Subcontractors, and all other persons who may be present at the Project Site in connection with the Work; (iii) investigation, defense, and other legal and non-legal costs incurred by the District prior to any determination that an accused abuser is guilty; and (iv) payment of defense costs outside of (i.e., without reducing) the SAM Policy coverage limits. Without limiting any of its other obligations, the Contractor shall comply with any and all risk management controls reasonably required by the insurer that issues the SAM Policy.

Subsection 6.5.7.3 Duration. The District's preference is that the SAM Policy be written on an occurrence basis, although the District will accept a SAM Policy written on a claims made basis if the Contractor reasonably is unable to obtain the coverage written on an occurrence basis. However, notwithstanding anything to the contrary, if the SAM Policy is written on a claims-made basis: (i) the Provider must have the SAM Policy, as described herein, in full force and effect on or before the Effective Date; (ii) each renewal or replacement of the SAM Policy must have a retroactive date that is prior to the Effective Date; and (iii) as part of the material consideration to the District for entering into this Agreement, the Provider must contract for the SAM Policy to be in full force and effect, without any gaps in coverage, for whichever is the shorter of the following periods of time (in either case, the "SAM Coverage Period"): (i) for as long as the Contractor remains in business and for a period of at least three years following the date the Contractor ceases doing business; and (ii) for 25 years after final payment to the Contractor pursuant to Section 22.17 of these General Provisions. Without limiting the foregoing, if the claims reporting period applicable to, specified in, or determined pursuant to the SAM Policy, will expire prior to expiration of the SAM Coverage Period, then the Provider, at its cost, must obtain and provide satisfactory evidence to the District of either: (i) an endorsement to extend the claims reporting period until the date the SAM Coverage Period will expire; or (ii) a supplemental extended reporting period (i.e., tail) applicable to the SAM Policy as required to provide coverage until the date the SAM Coverage Period will expire. For purposes of this Subsection: (i) the Contractor shall be deemed to have ceased doing business if it voluntarily winds down and terminates its business, or if as the result of

insolvency or otherwise, the Contractor's business is terminated involuntarily, pursuant to court order or otherwise; and (ii) the Contractor shall be deemed to have remained in business notwithstanding any acquisition, purchase, merger, consolidation, or other reorganization of the Contractor's business, and any and each such reorganized entity shall be deemed and construed to have assumed the Contractor's responsibilities and liabilities pursuant to this Subsection 6.5.6, regardless of whether doing business under the name used by the Contractor as of the Effective Date.

Subsection 6.5.7.4 Survival. The Parties' respective rights, obligations, and liabilities pursuant to this Subsection 6.5.7 (including, without limitation, obligations and liabilities assumed by the Contractor's successors in interest) shall survive completion of the Project, final payment to the Contractor pursuant to Section 22.17 of these General Provisions, and termination of the Contract.

Section 6.6 Excess Liability Coverage. The District, in its sole discretion, may approve or disapprove any request by the Contractor to satisfy portions of the coverage requirements for any one or more of the Insurance Policies (each an "Underlying Policy") through a policy of excess or umbrella liability insurance (in any case, an "Excess Policy"); provided that, in each case, the Excess Policy must, without exception: (i) follow the form of the Underlying Policy; (ii) provide coverage at least as broad as the Underlying Policy; (iii) provide coverage in excess of the coverage of the Underlying Policy, without any gap(s) in coverage (limits or otherwise); and (iv) provide or be endorsed to provide additional-insured status on the District. The District may impose any other conditions or requirements in connection with approval of an Excess Policy as the District determines are reasonable.

Section 6.7 Contractor Insurance is Primary. The coverages provided by each of the CGL Policy, the CPL Policy, the CAL Policy, the CBR Policy (if required), the SAM Policy (if required), and the Excess Policy (if authorized) shall be primary and not contributing with respect to any insurance or self-insurance programs covering (i) the District, the District Board and each individual member of the District Board, and the District's other officers, employees, and agents (collectively, not including the District, the "District Agents"); and (ii) the Architect, the Project Manager, the Inspector of Record, and other consultants and service providers providing services to the District in connection with the Project ("District Consultants")

Section 6.8 Insurer Standards. Each Insurance Policy must be issued by an insurer that is licensed to do business in this State and that has an A.M. Best Company rating (Best's Rating) of not less than an "A," a "Ratings Outlook," if assigned, of either stable or positive, and a Financial Size Category of not less than "X." If a "Ratings Outlook" has been assigned to any such insurer that is not either stable or positive, the District may consider the insurer's Ratings Outlook and all other relevant factors in determining whether the insurer is satisfactory, and, if the District reasonably determines that there may be a significant risk in accepting an Insurance Policy issued by such insurer, then, upon request of the District, the Contractor must obtain that Insurance Policy through another insurer that satisfies the standards set forth in this Section.

Section 6.9 Designation of Additional Insureds. The CGL Policy, the CPL Policy, the CAL Policy, the CBR Policy (if required), the SAM Policy (if required), and the Excess Policy (if authorized) each must provide or be endorsed to provide additional-insured status to the District, the District Agents, the Architect, the Project Manager, and the Inspector of Record. Each additional insured endorsement shall be ISO Form CG 20 10 11 85 or an alternative endorsement (or stacked endorsements) reasonably acceptable to the District. For purposes of this Section, and without otherwise limiting the District's discretion to determine an alternative to form ISO form CG 20 10 11 85, a combination of ISO Form CG

20 10 10 01 and ISO Form CG 20 37 10 01 shall be deemed an acceptable alternative to ISO Form CG 20 10 11 85. The coverage provided to the additional insureds must be at least as broad as the coverage provided to the Contractor and may not contain any additional exclusionary language or limitations applicable only to the additional insureds.

Section 6.10 Subrogation and Cross Liability. The Contractor, on behalf of itself and its insurers, hereby waives any and all rights of subrogation against the additional insureds identified in Section 6.9 that otherwise might arise from the payment of any loss. With respect to such additional insureds, the waiver of subrogation shall be effective regardless of whether any additional insured: (i) has a right to indemnification; (ii) has an obligation to indemnify any other person or entity; (iii) paid any premium for the insurance; or (iv) has an insurable interest in any property. The CGL Policy, the CPL Policy, the CAL Policy, the CBR Policy (if required), the SAM Policy (if required), and the Excess Policy (if authorized) shall each provide or be endorsed to provide: (i) a waiver of the insurer's rights of subrogation against each additional insured and, as applicable, loss payee; and (ii) cross-liability rights (separation of insureds) for the insured and additional insured persons and entities. Each of the WC Policy and the EL Policy must be endorsed to include a waiver of the insurer's rights of subrogation against the District, the District Agents, the Architect, the Project Manager, and the Inspector of Record. With respect to any and all subrogation claims that arise from any of the Insurance Policies: (i) the Contractor shall indemnify and defend the District, the District Agents, the Architect, the Project Manager, and the Inspector of Record, and each of them, in accordance with Part 24 of these General Provisions; and (ii) such obligation shall survive completion of the Project, final payment to the Contractor pursuant to Section 22.17 of these General Provisions, and termination of the Contract.

Section 6.11 Premiums, Deductibles and Self-Insured Retentions. The Contractor shall be solely responsible and liable for paying any and all premiums and other costs incurred in obtaining and maintaining the Insurance Policies, including, without limitation, any and all renewal premiums. Subject to written approval by the District, which the District may grant or withhold in its reasonable discretion, one or more of the CGL Policy, the CAL Policy, and, if applicable, the CBR Policy may be subject to deductibles or self-insured retentions. Upon reasonable request of the District, the Contractor shall either: (i) cause any such deductible or self-insured retention to be reduced or eliminated; or (ii) obtain and provide to the District a bond or bonds guaranteeing payment of the deductible or self-insured retention, together with any losses and related investigations, claims, administrative and legal costs and expenses. Each Certificate of Insurance (defined in Section 6.12 of these General Provisions) that evidences any such insurance policy must specify any and all deductibles applicable to the policy. The Contractor shall be solely responsible and liable for any and all such deductibles and self-insured retentions. However, each insurance policy subject to any deductible or self-insured retention shall provide, or be endorsed to provide, for payment or satisfaction of the deductible or self-insured retention by the District in the event of the Contractor's insolvency or inability to otherwise pay or satisfy the deductible or self-insured retention. The Contractor shall indemnify and defend the District, the Architect, the Project Manager and the Inspector of Record, in accordance with Part 24 of these General Provisions, with respect to any and all claims arising from such premiums, deductibles and/or self-insured retentions.

Section 6.12 Evidence of Coverage. **PRIOR TO EXPIRATION OF THE CONTRACT RETURN PERIOD, THE CONTRACTOR SHALL PROVIDE, TO THE DISTRICT, A CERTIFICATE OF INSURANCE EVIDENCING THAT EACH INSURANCE POLICY REQUIRED PURSUANT TO THE SPECIAL PROVISIONS AND THIS PART 6 IS IN EFFECT AND COMPLIES WITH ALL REQUIREMENTS OF THE SPECIAL PROVISIONS AND THIS PART 6 (EACH A "CERTIFICATE OF INSURANCE").** Each Certificate of Insurance must: (i) be

executed by a duly authorized officer, agent or other representative of the insurer; (ii) include an original handwritten signature of the insurer's representative, not a stamped or printed signature; and (iii) must certify the names of the insured, any additional insureds, the type and amount of the insurance, the location and operations to which the insurance applies, and the expiration date of such insurance. The Contractor must provide to the District an updated Certificate of Insurance for each renewal of an Insurance Policy not less than thirty days prior to any expiration of the Insurance Policy. Each renewal and replacement of any Insurance Policy that is permitted by these General Provisions to be written on a "claims made" basis must have a retroactive date that is prior to the date the Contractor was initially required to have such insurance policy in effect pursuant to this Part 6. In each case that a Certificate of Insurance sets forth language to the effect that it "does not amend, extend or alter the coverage" of the Insurance Policy, or that the coverage available pursuant to the Insurance Policy "is subject to all of the terms, exclusions, and conditions of the policy," then, notwithstanding Section 6.14 of these General Provisions, the Contractor, prior to commencing the Work, must provide to the District a certified copy of the Insurance Policy and all associated endorsements, riders, *et cetera*.

Section 6.13 Mandatory Notice from Insurer of Change in Coverage. Each Insurance Policy and associated Certificate of Insurance must require or be endorsed to require that the insurer notify the District not less than thirty days prior to any cancellation, termination, reduction in coverage, or expiration without renewal of the Insurance Policy, or, in the case of any cancellation for non-payment of premium, not less than ten days prior to cancellation. Language in any Insurance Policy or Certificate of Insurance to the effect that the insurer shall "endeavor" to provide such notice, or to the effect "that failure to mail such notice shall impose no obligation and liability upon the company, its agents or representatives," shall not be acceptable.

Section 6.14 District Review and Approval of Insurance Policies. Within the time(s) required pursuant to Section 6.2, Subsection 6.5.5.1 and/or Subsection 6.5.5.2 of these General Provisions for the Contractor to have any required Insurance Policy in effect, the Contractor must provide to the District a certified copy of such Insurance Policy and all associated Certificates of Compliance, endorsements, riders, *et cetera*. Each Insurance Policy and associated other documents shall be subject to review and approval by the District in regard to compliance with the requirements of this Part 6. No such review by the District, and no failure by the District to undertake any such review, shall be deemed or construed to be an assumption of liability by the District or to constitute a waiver of any non-compliance by the Contractor with the requirements of this Part 6.

Section 6.15 Additional Required and/or Optional Insurance. In addition to maintaining in effect all other insurance coverage required pursuant to this Part 6, the Contractor, at all times during the performance of the Work or as otherwise required by law, shall obtain or otherwise have in effect any and all other insurance coverage that the Contractor is required to maintain in accordance with applicable laws, regulations and/or other governmental requirements. The Contractor also may obtain or otherwise have in effect any and all other insurance coverages that the Contractor determines are necessary in light of prudent business practices, including, without limitation, coverages in excess of the amounts required pursuant to the Contract. The Contractor shall be responsible for obtaining its own insurance coverage for tools, equipment and materials not intended to be incorporated into the Work or the Project. The Contractor shall be solely responsible for any and all premiums, deductibles, self-insured retentions, losses, *et cetera* attributable to any additional required and/or optional insurance coverage described in this Section.

Section 6.16 Subcontractor Insurance. The Contractor shall require in each Subcontract that the Subcontractor also obtain and maintain insurance coverage consistent with the Insurance Policies required pursuant to this Part 6. However, if the Special Provisions do not specify lesser per-occurrence and/or aggregate limit(s) for a Subcontractor's coverage, the District, in its reasonable discretion, may approve lesser limit(s) if consistent with a limited scope of work and limited potential for loss attributable to the Subcontractor's work, as justified by information provided to the District. The Contractor shall be responsible for ensuring that any and all Subcontractors are insured in accordance with this Part 6, or as otherwise approved by the District, and for providing all documentation of the Subcontractors' insurance coverage (i.e., Insurance Policies, Certificates of Insurance, *et cetera*) to the District within the time(s) required pursuant to this Part 6. To the extent required pursuant to Part 24 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Architect, the Project Manager, and the Inspector of Record, against any and all claims arising from the failure of any Subcontractor to obtain and maintain the insurance required pursuant to this Part 6. All Subcontractor insurance coverage shall be subject to review and approval as described in Section 6.14 of these General Provisions.

Section 6.17 Compliance with Safety Programs. The Contractor, and each Subcontractor, materialman, and other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, must at all times comply with the requirements of any and all applicable Safety Programs, insurer's property protection or conservation recommendations, *et cetera*, in order to assist in minimizing claims, damages and losses in connection with the Work and the Project.

Section 6.18 Failure to Maintain Required Insurance. If the Contractor or any Subcontractor fails to maintain any required Insurance Policy in full force and effect consistent with the requirements of this Part 6, the District may purchase or otherwise obtain such insurance, and the District shall deduct the cost thereof from one or more Progress Payments, without recourse by the Contractor.

Section 6.19 Insurance Coverage Not a Limitation on Liability. The requirements set forth in this Part 6, including, without limitation, the types and limits of insurance coverage specified, are not intended to and shall not in any manner be deemed or construed to limit or qualify the liabilities and obligations otherwise assumed by the Contractor pursuant to the Contract Documents. However, insurance proceeds received by a Party attributable to claims or damages for which the other Party is responsible shall serve to offset the responsible Party's liability, on account of such claims or damages, to the Party receiving the proceeds. The Contractor shall be solely responsible for paying any loss amount, or portion thereof, that is subject to an applicable deductible or self-insured retention requirement.

PART 7: PERFORMANCE AND PAYMENT BONDING REQUIREMENTS

Section 7.1 Surety Bonds a Condition Precedent to Commencing the Work. Timely compliance by the Contractor with all requirements of this Part 7 shall be deemed and construed as a condition precedent to the Contractor commencing any portion of the Work. However, in no event shall the Contractor's compliance, failure to comply, or failure to timely comply, with the requirements of this Part 7 be deemed or construed to relieve the Contractor of any of its responsibilities pursuant to the Contract Documents, including, without limitation, the requirement to commence the Work on the Commencement Date. The Contractor shall be responsible for all damages and costs incurred by the District arising from any failure by the Contractor to comply or to timely comply with the requirements of this Part 7.

Section 7.2 Delivery of Surety Bonds. Prior to expiration of the Contract Return Period or prior to the Commencement Date, whichever is sooner, the Contractor must provide to the District: (i) a material and labor payment bond to ensure satisfaction of any claims of materials suppliers and of mechanics and laborers employed in connection with the Work ("Payment Bond"); and (ii) a bond to ensure faithful (including, without limitation, timely) performance by the Contractor of its obligations pursuant to the Contract Documents ("Performance Bond").

Section 7.3 Forms of Surety Bonds. The Payment Bond and the Performance Bond (each a "Surety Bond") must be issued using the "Payment Bond" and "Performance Bond" forms included in the Required Contract Forms; provided, however, that the District will approve revisions to a Surety Bond to the extent required to ensure compliance with applicable laws. Each of the Surety Bonds must name the District as the entity to which the Contractor and the surety are bound. Neither of the Surety Bonds shall have a stated expiration date, and each shall remain in effect at all times that the Contractor has any obligation pursuant to the Contract.

Section 7.4 Penal Sums of Surety Bonds. Each of the Surety Bonds initially must have a penal sum equal to the Contract Price. If the Contract Price is increased in accordance with the Contract Documents, then, within seven days after such increase, the Contractor must increase the amount of each of the Surety Bonds to equal the total increased Contract Price. In addition, the Contractor shall review and renew or amend either or both of the Surety Bonds within seven days after receiving notice from the District that either or both have become insufficient.

Section 7.5 Surety Qualifications. Each of the Surety Bonds must be issued by a surety that is authorized and admitted to transact business in the State in accordance with Code of Civil Procedure Section 995.120. Each of the Surety Bonds must be signed by the duly authorized representatives of both the Contractor and the surety, and the signatures must be notarized. In addition, the Contractor must attach to each Surety Bond either of the following documents as required by Code of Civil Procedure Section 995.311: (i) a printout from the website of the California Department of Insurance confirming that the surety is an admitted surety insurer; or (ii) a certificate from the Clerk of the County of Orange ("County") that the surety is an admitted surety insurer. The surety that issues the Performance Bond must have a current A.M. Best Company "financial strength rating" of not less than "A-" (A minus) and a "financial size category" of not less than "VIII." A surety that meets the requirements of this Section shall be deemed to be a "Qualified Surety" for purposes of the Contract. If either or both of the Payment Bond or Performance Bond submitted by the Contractor was not executed and issued by a Qualified Surety, the Contractor, within forty-eight hours of notice from the District Representative and prior to commencing the Work, must submit a replacement bond or bonds that satisfy the requirements of this Section, and if the Contractor fails to submit such replacement bond(s), the Contractor shall be deemed in material breach of the Contract. The foregoing requirement to provide a replacement payment or performance bond shall also be applicable in the event the surety, during the course of construction of the Project, loses its status as an "admitted surety insurer" as defined in Code of Civil Procedure Section 995.120. The District shall not be required to make any payments or further payments whatsoever to the Contractor pursuant to the Contract Documents during each and every period that the Performance Bond and/or the Payment Bond are not in compliance with this Part 7.

Section 7.6 Surety Obligations Not Affected by Changes in Work. No change in the Work or the Project, extension of time for performance of the Work or any Work by Others, or other action

permitted pursuant to the Contract shall be deemed or construed to, in any manner or respect, release the Contractor or any surety that has issued one or both of the Surety Bonds from their respective obligations pursuant to the Surety Bonds, and each such surety shall be deemed to have waived notice of such changes, extensions and other actions.

PART 8: PERFORMANCE OF THE WORK GENERALLY

Section 8.1 Contractor Must Furnish Everything Required. Except to the extent the Contract Documents expressly provide otherwise, the Contractor must obtain, furnish, or otherwise make available or have in effect, all at its own cost, any and all labor and other services, materials (including, without limitation, any that will not be incorporated into the Work), systems and building equipment, tools, construction equipment and machinery, heat, air conditioning, water, electricity, other utilities, transportation, temporary and permanent facilities, permits and licenses, layout, surveys and other things as are necessary or convenient for the Contractor to undertake and properly complete the Work in accordance with the Contract Documents, including, without limitation, all assemblies and systems specified in the Contract Documents and anything that is not specified in, but that reasonably may be inferred from, the Contract Documents as described in Section 4.7 of these General Provisions. The Contractor shall be solely responsible and liable for paying all applicable federal, State, and local taxes and other charges assessed or levied on or in connection with such labor, materials, and other services and things. For purposes of the Contract, the Work includes each and every obligation described or otherwise specified in the Contract Documents that must be undertaken, performed and completed by the Contractor in connection with the Project, including, without limitation: (i) any Work inferred as provided in Section 4.7 of these General Provisions; and (ii) any Work performed on behalf of the Contractor by any Subcontractor or other person or entity.

Section 8.2 Contractor Responsible for Permits and Fees. Except for initial DSA approval of the Drawings and Specifications, the Contractor shall not assume that the District or some other party has obtained any and all permits, licenses, approvals, and inspections, or paid any and all fees and other costs, necessary for the Contractor to perform the Work. The Contractor must ascertain for itself whether any permits, licenses, approvals or inspections must be obtained, or any fees or other costs paid, in order for the Contractor to properly and legally perform the Work. Unless the Contract Documents expressly provide otherwise, the Contractor must complete the application processes (including, as required, obtaining the signature of an Authorized District Officer on any such application) and obtain all permits, licenses and similar authorizations that are necessary for or in connection with performance of the Work, including, without limitation, any construction, encroachment, or other permits necessary for off-site improvements and utility facilities. The Contractor shall be responsible for ensuring that it and each Subcontractor has applied for, obtained, and maintains in effect at all times during the performance of the Work, any and all permits and licenses as are required by law to be in effect in connection with performance of the Work. As between the District and the Contractor, the Contractor shall be solely responsible for paying the costs of all such permits, licenses, and authorizations, including, without limitation: (i) fees for any business, contractor's, or other license or permit required for the Contractor to conduct its business; (ii) any filing and plan-check fees for Deferred Approvals or other approvals that the Contractor must obtain in accordance with the Contract Documents; and (iii) any royalties and/or license fees arising from the use of any material, machine, method or process used in performing the Work.

Section 8.3 Contractor Must Comply with Applicable Laws. At all times during and in connection with performance of the Work, the Contractor must fully comply with, give any and all

notices required by, and undertake any and all actions required pursuant to, all applicable federal, State and local laws, ordinances, rules, regulations, and lawful orders of public authorities, including, without limitation, applicable building, mechanical, plumbing, fire and other codes. The Contractor shall be solely responsible and liable for any failure to comply with such requirements in connection with the Work, and shall be liable to the District for the costs of any and all delays and/or additional work arising from any such failure, including without limitation, any costs and/or delays arising from any stop-work order issued by the DSA as a result of the Contractor failing to perform the Work in compliance with applicable law.

Section 8.4 Contractor Must Implement Quality Control Procedures. All Work performed must result in sound, high-quality construction that meets or exceeds the requirements of: (i) the Contract Documents; (ii) typical standards for construction of public schools in the State; and (iii) all applicable materials and/or equipment manufacturer's standards and specifications. The Contractor must ensure that all elements, assemblies and other parts of the Work fit properly and well with each other and with any Work by Others. The Contractor must develop, implement and, at all times during the performance of the Work, continuously apply and enforce written quality-control procedures as a means of ensuring that the Work is performed in accordance with all requirements of the Contract Documents. The scope and detail of the quality control procedures will be dependent on the nature and scope of the various portions of the Work. The quality control procedures are subject to reasonable approval by the Project Manager, which approval the Contractor must obtain prior to commencing any portion of the Work. In the case of limited scope and appropriate nature of any portion of the Work, the Project Manager in its reasonable discretion may waive the requirement that quality control procedures be set forth in writing, but no such waiver shall be deemed or construed to relieve the Contractor of any of its other obligations pursuant to the Contract Documents.

Section 8.5 Contractor Must Appropriately Coordinate and Time the Work. The Contractor shall be solely responsible for: (i) appropriately and adequately coordinating and timing the various portions of the Work to ensure that all Work is properly completed within the time(s) required pursuant to the Master Construction Schedule; and (ii) determining that portions of the Work completed or in the process of being completed are sufficient and ready for subsequent portions of the Work. The Contractor must coordinate, time and perform all portions of the Work so as to avoid and/or prevent any interference with any Work by Others. The Contractor shall be solely responsible and liable for any costs and/or delays arising from any failure of the Contractor to appropriately and adequately coordinate and time the performance of the various portions of the Work.

Section 8.6 Contractor Must Furnish Sufficient and Skilled Workforce. The Contractor must at all times furnish a sufficient number of workers to ensure that the Work is efficiently and timely undertaken and completed in accordance with all milestones set forth in the Master Construction Schedule. The Contractor shall permit the Work to be performed only by workers who are appropriately qualified and skilled in the work assigned to them. Notwithstanding the foregoing, apprentices may perform portions of the Work if enrolled in an appropriate apprenticeship program and appropriately supervised at all times during performance of such portions of the Work.

Section 8.7 Contractor Must Confine Work to Designated Areas. The Contractor must confine all activities, materials, equipment and other things that occur or are present on, at or in the vicinity of the Project Site to specific areas where the Work is then occurring and within such other areas or limits as specified by the Project Manager or any applicable law, rule, regulation, ordinance, permit, or order of governmental entity with competent jurisdiction.

Section 8.8 Requirements for Accessing the Project Site. The Contractor and every other person or entity: (i) must enter and exit the Project Site only through construction entrances and exits designated by the Project Manager; (ii) must access the Project Site or Work to be performed in the vicinity of the Project Site following only the specific route(s) over the local public streets, if any, designated by the Project Manager or any governmental entity with competent jurisdiction; and (iii) comply with all requirements applicable to delivery or transport of materials, supplies and/or equipment, including, without limitation, requirements for reduced speed and covering of loads.

Section 8.9 District Responsible for Utility Easements and Rights of Entry. Unless the Contract Documents expressly provide otherwise, the District, at its cost, shall be responsible for granting or obtaining any temporary or permanent easements, rights of entry, or similar rights for utility company facilities or similar purposes necessary in connection with the Work. The Contractor shall be responsible for requesting, sufficiently in advance to avoid or prevent any delay in the Work or any Work by Others, that the District grant or obtain each such necessary easement, right of entry and/or similar right.

Section 8.10 District to Furnish any Necessary Survey of Project Site. The Contractor must provide written notice to the Project Manager if the Contractor reasonably determines that a legal description and/or survey of the boundaries of the Project Site is necessary for performance of the Work. If the District thereafter concurs that a legal description and/or survey of the Project Site is reasonably necessary for performance of the Work, the District, at its cost, shall furnish such legal description and/or within a reasonable time cause such survey to be performed, if not previously done, and provided to the Contractor.

Section 8.11 Contractor Responsible for Construction Surveying. The Contractor must, at its cost, timely schedule, perform and/or cause the performance of all surveying, field measurements, staking, *et cetera*, required for purposes of any grading, site work and construction to be performed in connection with the Work.

Section 8.12 Contractor Must Preserve Survey Monuments and Markers. At all times prior to completion of the Work, the Contractor must employ reasonable caution to avoid removing, dislocating, covering or otherwise disturbing any survey monuments, stakes, markers, devices, or implements. In the event any such monument, stake, marker, device, or implement is disturbed by any person on, at or in the vicinity of the Project Site on account of the Work, regardless of whether due to negligence, accident or other cause, the Contractor shall be solely responsible and liable for all costs and/or delays attributable to such disturbance, including, without limitation, costs of replacement and/or other correction by a licensed land surveyor or registered civil engineer and any necessary compliance with requirements to file records thereof with appropriate governmental authorities.

Section 8.13 NPDES Permit and SWPPP.

Subsection 8.13.1 District to Obtain Coverage. The District shall be responsible for obtaining any required coverage for the Project from the State Water Resources Control Board under the National Pollutant Discharge Elimination System General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities ("NPDES Permit"), including, without limitation, filing the required "Permit Registration Documents," which includes a Notice of Intent, Storm Water Pollution Prevention Plan ("SWPPP"), and other compliance related documents. The District may

contract with a consultant for the preparation and processing of some or all of such documents, including, without limitation, the SWPPP.

Subsection 8.13.2 Implementation and Compliance. If NPDES Permit requirements are applicable to the Project, the Contractor must not commence work on the Project until the District has provided a copy of the NPDES Permit and the SWPPP to the Contractor, and it shall be the Contractor's responsibility to incorporate such requirements into all subcontracts on the Project. The Contractor shall be responsible for implementing and complying with the provisions of the NPDES Permit and the SWPPP, including, without limitation, the standard provisions, monitoring and reporting requirements as required by the NPDES Permit. The Contractor shall provide copies of all reports and monitoring information to the District, Architect and Project Manager. The Contract Price shall be deemed and construed to include compensation to the Contractor for all costs of compliance with specified requirements of the NPDES Permit and SWPPP. The Contractor shall be responsible for removal and clean-up of all run-off and other control measures upon completion of the Work.

Subsection 8.13.3 Consequences of Failure to Comply. Failure to comply with the NPDES Permit is in violation of federal and State law. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any failure of the Contractor to comply with any of the requirements described in this Section.

Section 8.14 Contractor Must Comply with Run-Off Control Requirements. At all times during performance of the Work, the Contractor must comply with all federal, State and local governmental and quasi-governmental requirements providing for control of erosion, run-off, drainage and/or discharges into any storm-drain systems and/or watercourses, including, without limitation, all applicable requirements of any city, County and/or flood-control district, and any NPDES Permit and SWPPP applicable to the Work and/or the Project. The Contractor must ascertain for itself the requirements applicable to the Work and the Project, but the Project Manager will have copies of the applicable NPDES Permit and SWPPP available for review at the Project Site. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any failure of the Contractor to comply with any of the requirements described in this Section 8.14.

Section 8.15 Contractor Must Not Disturb Run-Off Control Measures. Except to the extent the Project Manager consents in writing, the Contractor must not remove, relocate, damage, destroy or otherwise disturb any on-site or off-site erosion and/or run-off control measures established in connection with the Project. The Contractor must replace and/or restore any such control measures disturbed by any person or entity on, at or in the vicinity of the Project Site on account of the Work. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any failure of the Contractor to comply with any of the requirements described in this Section 8.15.

Section 8.16 Contractor Must Protect Site and Existing Improvements. At all times prior to completion of the Work, the Contractor must adequately secure, preserve and protect all: (i) completed and in-progress portions of the Work; (ii) materials and equipment used in connection with the Work; (iii) all Work by Others and other existing improvements in the immediate vicinity of, affected by, or receiving any portion(s) of, the Work; and (iv) the portion(s) of the Project Site in the vicinity of the Work. The foregoing shall be deemed to require, among other things, that the Contractor: (i) install barricades around any shrubs or trees that the Contract Documents or the Project Manager require to be preserved or protected, but that may be adversely affected by performance of the Work; (ii) drain, remove or otherwise mitigate any water, mud, dust, debris, *et cetera*, as necessary for proper

performance of the Work; (iii) avoid driving over, parking on, and placing any loads (including, without limitation, stabilization legs of cranes or other equipment) on, any curbs, gutters and sidewalks on, at or in the vicinity of the Project Site; and (iv) avoid overloading any completed or partially completed building, structural members or elements, or other improvements, with workers, materials and/or equipment. The Project Manager may require that the Contractor promptly repair, replace or otherwise correct any damage to property caused by the Contractor or any other person or entity performing any of the Work or, alternatively, the Project Manager may cause any such damaged property to be repaired, replaced or otherwise corrected by another party at the Contractor's expense. The Contractor shall be solely responsible and liable for any costs and/or delays arising from any failure of the Contractor to provide adequate security, preservation and protection as provided herein.

Section 8.17 Requirements for Cutting and Patching of Work. The Contractor must obtain the written consent of the Architect prior to cutting and/or patching any completed portions of the Work, any Work by Others, or existing improvements on, at or in the vicinity of the Project Site. The Architect may impose reasonable conditions on any such approval as relate to the appearance, quality, functionality, integrity and/or safety of the Work and any Work by Others. In undertaking any such activities, the Contractor must adequately protect all other completed or in-progress portions of the Work, any Work by Others, the Project Site, and off-site improvements and properties in the vicinity of such activities. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any cutting and/or patching that is performed without consent of the Architect, performed contrary to direction or instructions of the Architect, or is otherwise defective or improperly performed, including, without limitation, any costs and/or delays arising from the need to obtain Architect, DSA and/or other approvals. If the District or the Architect determines that any patch does not reasonably match the appearance, quality or functionality of the adjacent Work or any Work by Others, or otherwise fails to conform to requirements of the Architect or the Contract Documents, the District may require that the Contractor, at its sole cost, remove and replace the patch and/or refinish or replace, to the extent necessary, the Work or any Work by Others that was patched.

Section 8.18 Requirements for Cutting, Drilling or Attaching to Structural Members. Except as expressly provided in the Contract Documents, the Contractor must obtain the written consent of the Architect prior to cutting, boring or drilling into, or attaching anything onto, any structural members or elements, including, without limitation, columns, shear walls, trusses, *et cetera*. The Contractor must resolve any doubt regarding whether an improvement is a structural member or element by consulting with the Architect. The Architect may impose reasonable conditions on any such approval as relate to the appearance, quality, functionality, integrity and/or safety of the Work and any Work by Others. In undertaking any such activities, the Contractor must adequately protect all other completed or in-progress portions of the Work and any Work by Others. The Contractor shall be solely responsible and liable for any and all costs and/or delays arising from any such activities that are performed without consent of the Architect, performed contrary to direction or instructions of the Architect, or are otherwise defective or improperly performed, including, without limitation, any costs and/or delays arising from the need to obtain Architect, DSA and/or other approvals.

Section 8.19 District Responsibility to Provide for Testing and Inspection. Except as the Contract Documents may provide in any particular case, the District, at its cost, shall obtain, furnish or otherwise provide for all testing and inspections of the Work and any materials, equipment and/or assemblies to be incorporated therein, as required pursuant to the Contract Documents and applicable laws, ordinances, rules, regulations, and orders of governmental entities with competent jurisdiction. The District, the Project Manager, the Inspector of Record and/or the entity performing any test shall

select each sample of materials that must be tested, not the Contractor. The Contractor must not: (i) incorporate into the Work any materials and/or equipment that are required to be tested and/or inspected prior to such materials and/or equipment having been tested and approved; or (ii) close or otherwise make inaccessible any assembly or assemblies that must be tested prior to being closed or otherwise becoming inaccessible.

Section 8.20 Contractor Must Give Timely Notice of Testing and Inspections. The Contractor must provide written notice to the Project Manager and the Inspector of Record sufficiently in advance of when it is necessary for any required testing or inspection to occur, in order to: (i) permit the District to arrange for such testing or inspection, including, without limitation, if materials and/or equipment are required to be inspected at the place of manufacture or other source of supply; and (ii) avoid and/or prevent any delays in performing the Work and any Work by Others. If the Contractor closes, covers or otherwise constructs any portion of the Work or an assembly incorporated therein prior to such portion of the Work being inspected as required, the Project Manager may require that the Contractor open, uncover or otherwise deconstruct that portion of the Work in order to permit the required inspection(s) to occur. In such event, the Contractor shall be solely responsible and liable for any costs and/or delays arising from the need to open, uncover or deconstruct such portion of the Work and to thereafter replace or otherwise correct such portion of the Work.

Section 8.21 District May Require Special or Additional Testing or Inspection. If the District, the Architect, the Project Manager, the Inspector of Record and/or any governmental entity with competent jurisdiction determines it necessary or advisable, the District may require special or additional testing and/or inspection, not otherwise required, of any portion of the Work and/or any materials and/or equipment incorporated or to be incorporated therein. To the extent required, the Contractor must open, uncover, or deconstruct any portions of the Work or any assemblies incorporated therein in order to reveal hidden portions of the Work. If the special or additional testing and/or inspection reveals that the Work conforms to all requirements of the Contract Documents, the District shall be responsible for the cost of the testing and/or inspection and for costs incurred by the Contractor, as required, to open, uncover, or deconstruct any portions of the Work and, thereafter, correct such Work and any Work by Others disturbed by the additional testing and/or inspection. If the special or additional testing and/or inspection reveals that the Work does not substantially conform to all requirements of the Contract Documents, the Contractor shall be solely responsible for the cost of the testing and/or inspection and for costs incurred by the Contractor, as required, to open, uncover or deconstruct any portions of the Work and, thereafter, correct such Work and any Work by Others disturbed by the additional testing and/or inspection.

Section 8.22 Contractor Responsibility for Costs of Testing and Inspections. The Contractor shall be solely responsible and liable for paying all costs attributable to any testing and/or inspection if: (i) the Contract Documents require that the Contractor pay such costs; (ii) the Contractor provided notice requesting the testing and/or inspection, but the applicable Work, materials, equipment and/or assemblies were not ready to be tested and/or inspected at the indicated time; (iii) the testing and/or inspection was necessary because the applicable Work, materials, equipment and/or assemblies previously failed required testing and/or inspection; (iv) the testing and/or inspection had to be performed outside the hours of a normal eight-hour workday on any Monday through Friday, excluding holidays, because the Contractor, for any reason except as excused by the District in writing, performed any portion of the Work outside the hours of a normal eight-hour workday; or (v) the testing and/or inspection occurred outside a fifty mile radius of the Project Site. In no event shall any consent by the District or the Project Manager to performance of any portion(s) of the Work outside the hours of a

normal eight-hour workday be deemed or construed to constitute consent by the District to pay costs attributable to testing and/or inspection of such portion(s) of the Work that must occur outside the hours of a normal eight-hour workday. To the extent additional services are required in connection with any such testing and/or inspections, the costs payable by the Contractor shall include, without limitation, costs of the Architect's, Project Manager's and Inspector of Record's services attributable to the testing and/or inspections.

Section 8.23 Contractor Must Correct Non-Conforming Work. The District may require that the Contractor remove any Work, materials and/or equipment that is(are) inferior, defective or otherwise fail(s) to conform to requirements of the Contract Documents, regardless of whether already incorporated into the Work, and correct the Work using proper materials and/or equipment. Upon request, the Contractor must provide to the Project Manager such documentary evidence (e.g., invoices, receipts, purchase orders, *et cetera*) as reasonably evidences the type and quality of any materials and/or equipment that is to be or that has been incorporated into the Work. The Contractor, without extension of the Contract Time or increase in the Contract Price, shall be solely responsible and liable for all costs of such removal and replacement, as well as all other costs to bring the Work into compliance with the Contract Documents. If the Contractor fails to timely remove and replace any inferior or defective materials and/or equipment, or fails to otherwise bring the Work into compliance with the Contract Documents, the District may do so, and the cost thereof shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract. If the District is required to undertake any such actions, the District may sell any materials that it removes from the Work and, if any, the proceeds thereof less the District's costs of sale, transport, *et cetera*, shall be a credit that will offset monies withheld from the Contractor.

Section 8.24 Contractor Must File Verified Reports. From time to time during the performance of the Work, and at any other time required by the DSA, the Contractor, and each other person or entity performing any portion of the Work required by law, must prepare and file with the DSA any and all verified reports required pursuant to Education Code Section 17309, Section 36 of Title 21 of the CCR, and Section 4-366 of Title 24 of the CCR. Verified reports must be prepared on form(s) prescribed by the DSA and specify, based on the personal knowledge of the person preparing the report, that the Work during the period covered by the report has been performed and materials have been used and installed in every material respect in compliance with the duly approved Drawings and Specifications, and setting forth such detailed statements of fact as shall be required.

Section 8.25 Contractor Must File Daily Reports. For each day on which any portion of the Work is performed, regardless of the scope or amount of such Work, the Contractor must provide to the Project Manager a report describing all activities in connection with performance of the Work that day, listing all workers performing any Work that day and their respective trades, experience levels and employers, and any equipment or materials delivered and/or installed or incorporated into the Work that day. For each safety meeting conducted in connection with the Project, the Contractor must prepare, and must submit with its daily report for the day the safety meeting occurred, reasonably detailed minutes and a sign-in or attendance sheet for the safety meeting.

Section 8.26 Contractor Must Control Noise and Dust. At all times during performance of the Work, the Contractor must ensure that all construction equipment used in connection with the Work are properly fitted with appropriate and adequate noise-reduction devices or mechanisms, and that all such devices and mechanisms are properly and well maintained. The Contractor must comply with any and all federal, State and local governmental laws, ordinances, rules, regulations and other

requirements applicable to noise originating or emanating from construction sites and activities, e.g., the Noise Control Program (Title 40, Code of Federal Regulations, Part 204). The Contractor also must take all such actions as are necessary to prevent dust and/or debris attributable to the Work from blowing into, or otherwise creating a nuisance or polluting, any other areas on or off the Project Site. At any time the Contractor is or will be performing any portion of the Work while school is in session, and the District determines that noise or dust originating or emanating from the Work is unreasonably disturbing students and/or teachers, the District may require that the Contractor stop such portion of the Work and reschedule such activities during hours that will not cause any such unreasonable disturbance. If the Work is to be performed at any time school is in session, the risk of the District stopping the Work on account of any such unreasonable disturbance shall be deemed and construed as foreseeable, and the Contractor in no such event shall be entitled to an extension of the Contract Time or an increase in the Contract Price.

Section 8.27 Contractor Must Clean Work Areas. The Contractor, at all times, must keep the Project Site free of trash, debris, dust, excess water, excess materials, unused equipment, *et cetera* attributable to the Work, and shall maintain the Project Site and all structures or other improvements in a clean and orderly condition. Each day during the course of the Work, the Contractor shall: (i) clean the areas in which the Work is or was being performed, together with any other areas affected by such Work (including, without limitation, adjacent streets, sidewalks, gutters, *et cetera*), break areas, lunch areas, *et cetera*; and (ii) remove from the Project Site and properly and legally dispose of all trash, debris, dust, excess water, excess materials, *et cetera* resulting or arising from performance of the Work. If the Project Manager or Inspector of Record determines that trash, debris, dust, excess water, excess materials, unused equipment, *et cetera* resulting or arising from performance of the Work is a potential safety hazard, upon request, the Contractor shall immediately remove the items or matter creating the hazard and clean the vicinity thereof.

Section 8.28 Consequences of Failure by Contractor to Clean Work Areas. If at any time the Contractor fails to timely comply with its responsibilities pursuant to Section 8.27 of these General Provisions, the District or Project Manager may cause such responsibilities to be fulfilled by others, and the cost thereof shall be a charge to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract. If the Contractor or other contractor working on the Project disputes responsibility for cleanup of the Project Site: (i) the District or Project Manager may cause necessary cleanup to be performed; (ii) the District shall allocate the cost of such cleanup among the Contractor and others that the District determines should have been responsible for the cleanup; and (iii) the cost thereof allocated to the Contractor shall be a charge to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

PART 9: COORDINATION WITH WORK BY OTHERS

Section 9.1 Contractor Must Ascertain Impacts of Work by Others. The District, in its sole discretion, may enter into other contracts to provide for Work by Others in connection with the Project, or may perform some or all Work by Others using its own forces. In addition, the District, in its sole discretion, may provide for phasing of various portions of the Project. The Contractor must ascertain for itself the overall scope and nature of the Project, the scope and nature of any Work by Others required to complete the Project and the potential impacts of any Work by Others on the coordination, timing, scheduling, and performance of the Work, including, without limitation, the impacts of any phasing of the Project. The Contractor must accommodate all such potential impacts, and shall be deemed and construed to have accommodated all such potential impacts, when: (i) preparing the proposed Master

Construction Schedule; (ii) coordinating, timing, and scheduling the Work; and (iii) performing the Work. If the work on the Project by any other contractor causes or results in any unreasonable delay and/or unreasonably increases the cost of performing the Work, the Contractor's sole remedy for damages, including delay damages, shall be to seek compensation from the contractor whose work caused or resulted in such delays and/or increased costs, not from the District.

Section 9.2 Contractor Must Accommodate Partial Occupancy by District. Subject to the provisions of this Section 9.2, the District shall have the right to occupy and/or use any completed or partially completed portion of the Project. The District and Contractor shall attempt to agree in writing as to their respective responsibilities for payments, security, maintenance, heat, utilities, damage to the Work, insurance, correction of the Work, commencement of warranty periods, *et cetera*. In the event the District and Contractor are not able to so agree, the District may issue a unilateral Change Order to provide for such occupancy and/or use. Immediately prior to any such partial occupancy and/or use, the District, Architect, Project Manager, Inspector of Record, and Contractor shall jointly inspect the portion of the Project to be occupied and/or used in order to determine and record the status and condition of the Work. The Contractor must make all reasonable efforts to accommodate any such partial occupancy and/or use by the District. Unless set forth in a written agreement or unilateral Change Order, the partial occupancy and/or use of any portion of the Project that includes any portion of the Work shall not constitute acceptance of Work that does not conform with the requirements of the Contract Documents. In no event shall performance of any Work by Others be deemed or construed to constitute partial occupancy and/or use by the District in accordance with this Section 9.2.

Section 9.3 Contractor Must Coordinate with Work by Others. In no circumstances shall the Contractor be deemed or construed to have exclusive occupancy of any portion of the Project Site, the Project, or any property in the vicinity of the Project that is under the control of the District or any other governmental or quasi-governmental entity. The Contractor must coordinate the Work with any Work by Others, and, to the extent required, must properly match, connect to, and/or build upon such Work by Others. The Contractor must not unreasonably interfere with or delay any Work by Others, or unreasonably refuse to permit those performing any Work by Others to: (i) receive deliveries of and/or store any materials, equipment or supplies; (ii) access the various areas on, at or in the vicinity of the Project Site in, at, or on which the Work is located or being performed; or (iii) perform the Work by Others, including, without limitation, matching, connecting to, or building upon, any portion of the Work. Upon request, the Contractor must meet with the Project Manager, the Inspector of Record, and/or others as the District determines necessary or advisable, for purposes of coordinating the various activities of the Contractor and those performing any Work by Others. The Contractor must notify the Project Manager if the performance of any Work by Others is unreasonably interfering with, or likely will unreasonably interfere with, the performance of the Work, and the Project Manager in all such cases shall ascertain whether it is possible for the Work and such Work by Others to proceed simultaneously or whether it is necessary to prioritize the performance of the Work and such Work by Others. Any such prioritization shall be deemed and construed to be a normal incident of the Project, and the District shall not be responsible or liable for direct or indirect delays, costs and/or expenses incurred by the Contractor on account of such prioritization.

Section 9.4 Contractor Must Inspect Certain Work by Others for Deficiencies. If the proper performance or results of any portion of the Work depends to any extent on the proper performance or results of any Work by Others (including, without limitation, if the Contractor must match, connect to, or build upon, such Work by Others), then, prior to commencing such portion of the Work, the Contractor must measure and otherwise inspect that Work by Others, and compare the results of that

Work by Others with the requirements of the Contract Documents, to ensure that the Work can be properly performed. The Contractor must perform each such inspection sufficiently in advance to avoid and/or prevent any delay in the Work or any Work by Others. The Contractor must immediately provide written notice to the Architect, the Project Manager and the Inspector of Record if the Contractor reasonably believes that any Work by Others upon which the Work is dependent is materially defective, deficient, improper or otherwise does not conform to requirements of the Contract Documents, and thereby precludes proper performance of the Work. The Contractor shall be deemed and construed to have fully accepted any and all Work by Others as fit and proper for purposes of performance of the subsequent Work if: (i) the Contractor fails to inspect, or fails to adequately inspect, such Work by Others; or (ii) the Contractor does not provide notice that such Work by Others is materially defective, deficient, improper or otherwise does not conform to requirements of the Contract Documents, and thereby precludes proper performance of the Work.

PART 10: PROJECT SITE DECORUM

Section 10.1 Performance of Work at Operating School Facilities. If the Work or any portion thereof is to be performed at any existing and operating school facility, the Contractor and each Subcontractor and other person or entity on, at or in the vicinity of the Project Site on account of the Work must: (i) become informed of and take into account the age and maturity of the students on the Project Site; (ii) control their behavior accordingly; (iii) coordinate, schedule and perform any Work that may cause inconvenience, interference or other disturbance of any classes or other school operations during times that will eliminate or minimize the disturbance; (iv) enclose the area in which the Work is to occur with a substantial barricade or take other safety precautions as directed by the Project Manager; and (v) comply with directions from the District and/or the Project Manager regarding the timing and performance of the Work that are intended to avoid unnecessarily disturbing school operations.

Section 10.2 Prohibition Against Contact with Students and Other Minors. Regardless of whether Section 10.3 of these General Provisions is made effective, no person who is at, on or in the vicinity of the Project Site on account of the Work, even if such person has never been convicted of any serious or violent felony, may converse or otherwise interact with any student or other minor-aged individual. The foregoing prohibition shall not apply to the extent reasonably necessary: (i) in the event of an Emergency; (ii) in the event the student or other minor-aged individual is accompanied by a parent, guardian, District staff member, or other adult who initiates the interaction (e.g., to ask for directions, to ask what is being constructed, *et cetera*); or (iii) when directing any minor-aged individual who is not authorized to be present on the Project Site to leave the Project Site. Each person who is at, on or in the vicinity of the Project Site on account of the Work shall attempt to keep to a minimum any contact initiated as provided in the foregoing clauses (ii) and (iii). Upon being directed to do so, if any individual not authorized to be present on the Project Site refuses or fails to leave the Project Site, the person who so directed the individual to leave must immediately inform the Project Manager. Each person at, on or in the vicinity of the Project Site on account of the Work shall fully comply with all procedures and other requirements established by the District and/or Project Manager and intended to limit contact with others.

Section 10.3 Background Checks.

Subsection 10.3.1 General Statutory Requirements. California Education Code Section 45125.1 ("Section 45125.1") requires that each entity having a contract with a local educational agency ("LEA") shall ensure that each of the personnel interacting with students outside of the

immediate supervision and control of the student's parent or guardian or a school employee, has a valid criminal records summary as described in Education Code Section 44237. In addition, the contracting entity shall immediately provide any and all subsequent arrest and conviction information it receives to the LEA. Section 45125.1 authorizes LEA's to require compliance with the requirements for personnel other than those directly employed by the contracting entity.

Subsection 10.3.2 Applicability of Background Check Requirements. The Contractor shall initially be required to comply with this Section 10.3 only if the Special Provisions so provide. However, notwithstanding anything to the contrary, if the Special Provisions do not require compliance with this Section 10.3, the District, in its reasonable discretion, subsequently may require that the Contractor comply with this Section 10.3, including, without limitation, in the event of any delay in completion of the Work making it more likely that students will be present during Project-related activities occurring at the Project Site. In the event the District requires compliance with this Section 10.3 at any time subsequent to award of the Contract, the Contractor shall fully comply with this Section 10.3, including, without limitation, Subsection 10.3.4 herein, with respect to any and all personnel who, in connection with the Project, will thereafter be present at the Project Site, regardless of whether any such personnel already have been performing Work at the Project Site.

Subsection 10.3.3 Contractor Obligations Generally. Because students may be present when Project-related activities occur at the Project Site, and because there will in most instances be no corresponding "immediate supervision," the Contractor, in connection with such activities, shall comply in all respects with Section 45125.1. Without limiting the foregoing, Contractor, at its sole cost and expense, and without additional compensation from the District, must comply with all California Department of Justice guidelines and requirements with respect to fingerprinting of the personnel who, in connection with the Project, will be present at the Project Site.

Subsection 10.3.4 Certification of Compliance. The Contractor shall certify in writing to the District, using the "Certification Regarding Employee Background Checks" form, which is one of the Required Project Forms, that no person assigned to the Work or who otherwise will be present at, on, or in the vicinity of any District school in connection with the Work has been convicted of any serious or violent felony as described in Education Code Section 45122.1. Education Code Section 45122.1 defines a violent felony as any felony listed in subdivision (c) of Penal Code Section 667.5, and a serious felony as any felony listed in subdivision (c) of Penal Code Section 1192.7. The Contractor must attach to the written certification a list of all persons to whom the certification applies.

Subsection 10.3.5 Presence Prohibited Unless Certified. The Contractor shall prohibit and prevent each and every person who will be at, on, or in the vicinity of any District school in connection with the Work (including, without limitation, employees of each Subcontractor) from being present at, on, or in the vicinity of the District's schools unless and until the Contractor provides to the District the required certification that applies to such person.

Subsection 10.3.6 Responsibility for Subcontractor Compliance. The Contractor shall require in each of its subcontracts that, if the Subcontractor will assign any person to the Work or otherwise will cause or permit any person to be present at or on the Project Site, the Subcontractor must cooperate in regard to, and fully comply with, the requirements of this Section 10.3. The Contractor may on that basis delegate responsibility for compliance with this Section 10.3 to any such Subcontractor; however, the Contractor at all times retains full responsibility and/or liability for such compliance or lack thereof.

Subsection 10.3.7 Alternatives to Background Checks. Upon request of the Contractor with respect to any particular situation and/or limited duration of time, the District in its sole discretion may consent to the Contractor implementing measures intended to protect the District's minor-aged students, which measures would be in lieu of background checks pursuant to the foregoing provisions of this Section 10.3. Subject to District approval, such alternative measures might include, but are not necessarily limited to: (i) installing a physical barrier to limit contact between students and the employees and other representatives of the Contractor, Subcontractors, and others present on or at the Project Site on account of the Work; (ii) providing for the continuous supervision and monitoring of specific employees, representatives and others by an employee of the Contractor who has received fingerprint clearance from the California Department of Justice; or (iii) providing for the surveillance of such employees, representatives and others by a District employee. The Contractor must implement any such approved alternative measures at no additional cost to the District, and the Contractor shall be responsible for ensuring compliance with such alternative measures by or with respect to all persons assigned to the Work or who otherwise will be present at, on or in the vicinity of the Project Site on account of the Work.

Section 10.4 Consequences of Violating Prohibition Against Contact. Due to the possible adverse consequences of contact with students and other minor-aged individuals, any failure by the Contractor to ensure compliance with the requirements of Section 10.2 or, if applicable, Section 10.3 of these General Provisions, shall be deemed and construed to constitute a material breach of the Contract, upon which the District, in its sole discretion, may immediately terminate the Contract without any further compensation to Contractor and/or pursue all other rights and remedies it may have against the Contractor pursuant to law or the Contract.

Section 10.5 Identification or Security Badges. The Project Manager may implement requirements for persons present at, on or in the vicinity of the Project Site on account of the Work to wear identification or security badges. In such event, each such person must comply with all requirements for producing, procuring or obtaining such badges, and each such person must wear the assigned badge at all times while at, on or in the vicinity of the Project Site, in a visibly noticeable location on the front, upper body of such person. Upon request, the Project Manager may consent to a person wearing his or her badge in an alternate location or by alternate means (e.g., lanyard, clip, *et cetera*) if reasonably necessary to ensure the safety of such person or the visibility of the badge. Any person in need of a replacement badge may obtain a replacement subject to paying a fee covering the District's costs of providing the replacement badge. If the Project Manager implements requirements for wearing badges, no person without a badge, or who refuses or fails to wear his or her badge, will be permitted to enter or remain at, on or in the vicinity of the Project Site. Upon final completion of the Work, the Contractor shall return, or cause to be returned, to the Project Manager all badges issued in connection with the Work, which shall be a prerequisite to final payment to the Contractor pursuant to Section 22.17 of these General Provisions.

Section 10.6 Prohibition Against Workers Leaving Vicinity of Their Work. Each person at, on or in the vicinity of the Project Site on account of the Work must remain in the immediate vicinity of the portion of the Work the person is to perform, and must not stray to other areas of the Project Site. The foregoing shall not be construed to prohibit any such person from accessing, as reasonably necessary, the person's work area(s), restrooms, any designated lunch area, or any designated parking area.

Section 10.7 Prohibition Against Unfit Workers. No unfit person may, and the Contractor must not permit any unfit person to: (i) perform any portion of the Work; or (ii) be present at, on or in the vicinity of the Project Site. For purposes of this Section 10.7, a person shall be deemed unfit if: (i) the person is not appropriately skilled for the tasks or work assigned to such person (other than designated apprentices working under the supervision of designated journeymen or other authorized supervisors); (ii) the person fails to comply with any rule or requirement set forth in the Contract Documents; or (iii) the person creates any safety hazard or unreasonably fails to recognize any apparent safety hazard that might jeopardize that person or other persons or property.

Section 10.8 Requirements for Courteous and Professional Conduct. Each person at, on or in the vicinity of the Project Site for any reason, including, without limitation, any worker arriving for or departing from his or her work shift, shall at all times act in a courteous and professional manner. Each such person is hereby prohibited from: (i) acting in any violent, overly aggressive or other anti-social manner, including, without limitation, fighting, hitting or striking of any other person or property, yelling or screaming, obscene gestures, leering, touching of any other person in a manner that violates any law, *et cetera*; (ii) using any word or language that is profane, demeaning, derogatory, sexually explicit, misogynistic, racially or ethnically biased, *et cetera*; (iii) making any lewd, obscene or otherwise indecent gestures, including, without limitation, "flipping off" any other person or thing; and (iv) taunting or inappropriately teasing any other person if likely or intended to annoy, harass, anger, or cause any other adverse emotional reaction by or of any person. No person may bring or keep on or in the vicinity of the Project Site, or any other place where any portion of the Work is to be performed, any gun, switchblade, or other knife with a blade greater than two inches in length (except that the Project Manager may permit knives with longer blades if reasonably necessary for performance of the Work).

Section 10.9 Dress Code and Appearance Requirements. Each person at, on or in the vicinity of the Project Site on account of the Work must use and/or wear clothing and protective attire (e.g., hard-hats, eye-wear, boots, gloves, *et cetera*) as appropriate for the situation and/or the Work being performed, and such clothing and attire must be clean at the start of such person's work shift. No person at, on or in the vicinity of the Project Site on account of the Work may wear: (i) any shirt that does not fully cover the person's upper torso and shoulders (e.g., a tank-top or midriff shirt) as an only or as an outer layer of clothing; (ii) any tennis, athletic or similar type shoes; (iii) any flip-flops or other types of sandals; or (iv) any short pants or cut-offs. No person at, on or in the vicinity of the Project Site on account of the Work may wear or display any shirt, pants, hat or other garment, or any necklace, bracelet or other accessory, or any other thing of any nature that depicts, illustrates, states, describes, advertises or promotes: (i) any material or message that is obscene, violent, suggestive, derogatory, demeaning, sexual, misogynistic, racially or ethnically biased, *et cetera*; or (ii) any drug, alcohol, tobacco, or other controlled substance prohibited to minors.

Section 10.10 Requirements for Use of Restrooms. If the Project Manager is not responsible for providing portable or other restroom facilities at the Project Site, the Contractor shall be responsible for providing portable restroom facilities (including, without limitation, hand-washing area and soap) for use by all persons at, on or in the vicinity of the Project Site on account of the Work. Each such person shall comply with any posted instructions or rules relating to use of the restroom facilities at, on or in the vicinity of the Project Site. In no circumstances may any such person urinate, defecate or expectorate (i.e., spit) anywhere at, on or in the vicinity of the Project Site other than into a urinal or toilet inside a restroom facility.

Section 10.11 Control of Break-Time Activities. The Contractor shall control the break-time activities of all persons present on the Project Site on account of the Work. The Contractor shall ensure that break areas are cleaned after each break and that all refuse (including, without limitation, soda cans, food wrappers and containers, plastic bottles, and un-eaten food) are placed in appropriate trash or recyclable-materials receptacles. No person may bring onto, or keep in the vicinity of, the Project Site any glass bottle or other glass container. The Contractor shall encourage recycling and, if not the responsibility of the Project Manager, shall provide containers for the recycling of materials in connection with its activities at the Project Site.

Section 10.12 Prohibition Against Drugs (including Alcohol) and Tobacco. All District properties, including, without limitation, the Project Site, are "drug-free" workplaces and, therefore, the Contractor is hereby made subject to the requirements of Government Code Sections 8350 *et seq*., the Drug-Free Workplace Act of 1990. In addition, all District properties, including, without limitation, the Project Site, are "tobacco-free" workplaces. No person at, on or in the vicinity of the Project Site on account of the Work may: (i) engage in the unlawful manufacture, dispensation, possession or use (including being under the influence) of any illegal or controlled substance; (ii) possess or use any alcoholic beverage; (iii) use any legal substance that results or likely will result in serious or significant impairment of normal abilities; or (iv) smoke, inhale, chew or otherwise use or consume tobacco products. Prior to expiration of the Contract Return Period, the Contractor must complete, execute and submit to the District the "Certification Regarding Drug-Free Workplace" and the "Certification Regarding Tobacco-Free Workplace" forms included in the Required Contract Forms. Due to the possible adverse consequences of the foregoing activities, any failure by the Contractor to ensure compliance with the requirements of this Section 10.12 shall be deemed and construed to constitute a material breach of the Contract, upon which the District, in its sole discretion, may immediately terminate the Contract, without any further compensation to Contractor, and pursue all other rights and remedies it may have against the Contractor pursuant to law or the Contract.

Section 10.13 Prohibition Against Unnecessary Noise. No person at, on or in the vicinity of the Project Site on account of the Work shall make any loud and/or unnecessary noises, except loud noises reasonably resulting from performance of the Work. No person at, on or in the vicinity of the Project Site on account of the Work may: (i) use any radio, portable CD player, or other similar device, regardless of the volume at which it is used; (ii) use any iPod, MP-3 player or similar device (including, without limitation, if the device is a component of a cellular telephone or similar device) not typically audible to other than the user; or (iii) wear any earplugs or headphones for entertainment or other non-Work or non-safety purposes. The foregoing shall not be deemed or construed to prohibit the use of cellular telephones, walkie-talkies or other radio-communications devices for communications necessary in connection with the Work.

Section 10.14 Limitations on Access to Project Site. Except as authorized by the Project Manager, no person not then-required in connection with the performance of the Work may enter or remain in or upon the Project Site, including, without limitation, any sales-person, food vendor, or friend or relative of any person otherwise authorized to be present at or on the Project Site. All persons entering onto or exiting from the Project Site in any personal or work vehicle or equipment shall use only the ingress and egress routes established by the Project Manager and must not cross-over any boundaries or limit-lines established by the Project Manager.

Section 10.15 Parking at the Project Site. The Project Manager may or may not designate an area at, on or in the vicinity of the Project Site to be used for parking of personal vehicles and work

vehicles and equipment not then being used in connection with the Work. If the Project Manager has designated an on-site or off-site parking area for such purposes, personal and work vehicles and equipment may be parked only in that designated parking area. Each person, who brings a personal or work vehicle or equipment to the Project Site, shall fully comply with any parking controls and/or program established by the Project Manager, including, without limitation, any requirements for furnishing license-plate information and placing parking-stickers on such vehicles or equipment. If the Project Manager has not designated an on-site or off-site parking area, then no personal or work vehicles or equipment: (i) may be parked at or on the Project Site except as expressly authorized by the Project Manager; or (ii) may be parked in the vicinity of the Project Site in any manner that is illegal or otherwise creates a safety hazard or nuisance. Upon request of the Project Manager, the Contractor shall immediately cause to be relocated any improperly parked vehicle that is owned or used by any person present at the Project Site on account of the Work.

Section 10.16 Use of Vehicles and Equipment at the Project Site. The Contractor must obtain consent and directions from the Project Manager prior to using, or permitting any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work to use, any work vehicle or equipment on, at or in the vicinity of the Project Site. Any work vehicles and/or equipment so used shall be removed from the Project Site or, if applicable, shall be removed to a designated location, promptly after completion of the portion of the Work for which the vehicle or equipment is required. The Contractor shall be responsible for damage to the Project Site or any necessary repair or other work at the Project Site resulting from any such use of any vehicle or equipment, whether authorized or not.

Section 10.17 Prohibition Against Displays on Vehicles and Equipment. No person may bring or keep any personal or work vehicle or equipment on or in the vicinity of the Project Site that displays any sign, decal, sticker, bumper-sticker, or other image that depicts, illustrates, states, describes, advertises or promotes: (i) any material or message that is obscene, violent, derogatory, demeaning, sexually suggestive, misogynistic, racially or ethnically biased, *et cetera*; or (ii) any drug, alcohol, tobacco, or other controlled substance prohibited to minors.

Section 10.18 No District Responsibility for Vehicles or Equipment. The Contractor and/or the individual owners of any personal or work vehicles or equipment at, on or at the Project Site shall be and remain responsible for the security, safety and condition of such vehicles and equipment. None of the District, Architect, Project Manager or Inspector of Record shall be responsible or liable for any theft or damage that occurs to any vehicles and/or equipment at, on or in the vicinity of the Project Site (although any such individual who steals or causes damage may be personally liable).

Section 10.19 Prohibition Against Animals at Project Site. No person at, on or in the vicinity of the Project Site may bring to the Project Site, or keep at, on or in the vicinity of the Project Site, any pet or other animal, including, without limitation, any horse, dog, cat, bird, snake, lizard, insect, *et cetera*, other than an assistance animal as permitted by law. The foregoing shall be deemed and construed to prohibit having or keeping animals in any vehicles or equipment, whether in operation or parked.

Section 10.20 Contractor to Require Compliance. With respect to each person present on the Project Site on account of the Work, regardless of whether such person works directly for the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work, the Contractor shall: (i) be solely

responsible for ensuring compliance with the conduct-related rules and requirements set forth in this Part 10 of these General Provisions and elsewhere in the Contract Documents (collectively, "Conduct Rules"); (ii) strictly enforce all Conduct Rules; and (iii) maintain discipline and order at all times. In each Subcontract, the Contractor shall require that each Subcontractor: (i) fully comply with and enforce, and require that each of their respective employees, agents and other representatives fully comply with, all Conduct Rules; and (ii) provide a copy of this Part 10 (accurately translated to other languages, if necessary) to each of their respective employees, agents and other representatives who will be present at, on or in the vicinity of the Project Site on account of the Work.

Section 10.21 Consequences of Non-Compliance. If the Contractor determines that any person at, on or in the vicinity of the Project Site on account of the Work has violated any Conduct Rule, the Contractor shall immediately remove such person from the Project Site and prohibit such person from returning to the Project Site. If the District, Architect, Project Manager or Inspector of Record determines that any person at, on or in the vicinity of the Project Site on account of the Work has violated any Conduct Rule, then, upon request, the Contractor shall immediately remove such person from the Project Site and prohibit such person from returning to the Project Site. The Contractor shall prohibit, and shall take appropriate steps to prevent, any person removed from the Project Site for any Conduct Rule violation from returning to the Project Site or resuming any work, duties or other responsibilities in connection with the Work. No such person may return to the Project Site, or may resume any work, duties or other responsibilities in connection with the Work, unless the District or the Project Manager consents in writing.

PART 11: PROJECT SITE SAFETY

Section 11.1 General Safety-Related Responsibilities of the Contractor. Without limiting any other provision of the Contract Documents, the Contractor has, and shall at all times retain, the ultimate responsibility for all of the following: (i) keeping the areas at, on and in the vicinity of the Project Site free of safety hazards arising from performance of, or in any way connected with, the Work; (ii) performing the Work in a manner that ensures the safety of persons and property at, on or in the vicinity of the Project Site; (iii) providing all physical safety measures required in connection with the Work required to adequately protect persons and property at, on or in the vicinity of the Project Site pursuant to any legal requirement or the Contract Documents, or as necessary or advisable based on conditions in which the Work will be performed; (iv) complying with all applicable safety laws, standards, orders, rules, regulations and other requirements of any federal, State, local or other governmental or quasi-governmental entity with competent jurisdiction, including, without limitation, posting of all required information regarding protection of workers and giving of any and all required notices, warnings and disclosures; (v) protecting the Work and all materials, equipment and other things to be incorporated into the Work or used in connection with the Work, whether on or off the Project Site; and (vi) protecting property at, on or in the vicinity of the Project Site that may be affected by the Work, including, without limitation, structures, streets, sidewalks, gutters, paved areas, utilities, trees, shrubs and lawns that will not be removed or replaced in connection with the Project.

Section 11.2 Required Safety Programs. The Contractor shall prepare in writing any and all safety, loss-prevention and/or injury and illness prevention plans and/or programs required in connection with the Work by the Contract Documents or by any applicable law, rule, regulation or other governmental requirement, including, but not limited to, Cal-OSHA requirements (each a "Safety Program"). The Contractor shall provide a copy of each Safety Program to the Project Manager prior to commencing any portion of the Work. The Project Manager, an insurance loss-prevention agent, and/or

other District representative may implement a Safety Program in connection with the Project, in which case, the Contractor and each Subcontractor shall fully comply with all requirements of such Safety Program. As directed by the Project Manager, the Contractor shall coordinate its Safety Program procedures and requirements with those of any other Safety Programs applicable to the Project. The Contractor shall be responsible for implementing and ensuring compliance with any and all procedures, training and other requirements of each applicable Safety Program, including, without limitation, training of workers in regard to security of the Project Site and the transportation, storage and use of hazardous materials.

Section 11.3 Designation and Duties of Safety Officers.

Subsection 11.3.1 Contractor Safety Officer. Prior to commencing any portion of the Work, the Contractor shall provide, in writing to the Project Manager, the name, position or title, and resume of an individual who the Contractor proposes shall be responsible for ensuring compliance with all Safety Programs and other safety-related requirements applicable to the Work ("Safety Officer"). The person designated as the Safety Officer must be appropriately knowledgeable and experienced in fulfilling such responsibilities, and the District may in its reasonable discretion approve or disapprove of any proposed Safety Officer. Depending on the complexity and scope of the Work, and based on recommendations from the Project Manager, the District may consent to the Job Superintendent serving also as the Safety Officer, but, in such event, the District in its reasonable discretion may withdraw such consent at any time thereafter. No portion or element of the Work that is to occur at, on or in the vicinity of the Project Site may proceed if the Safety Officer is not present at or on the Project Site. The Safety Officer shall: (i) prepare and submit to the Project Manager all Safety Programs, Accident Reports, and other documentation required of the Contractor pursuant to this Part 11 of these General Provisions; (ii) attend construction-progress meetings, and attend and/or conduct safety-related meetings, as required by the Project Manager or the Safety Programs; (iii) cooperate with the Project Manager in regard to coordinating Safety Programs and other safety-related requirements applicable to the Work and other portions of the Project; (iv) ensure effective implementation and compliance with all on-site safety-related responsibilities of the Contractor pursuant to this Part 11 of these General Provisions; (v) monitor all weather and other conditions affecting the Work; (vi) convey all necessary safety information and requirements to all employees and other representatives of the Contractor and each Subcontractor, as required by the Project Manager or the Safety Programs; and (vii) cooperate with each other person and entity, as required by the District, Project Manager or the Safety Programs, in the event of any accident, injury, damage or loss.

Subsection 11.3.2 Subcontractor Safety Officer. In each Subcontract, the Contractor shall require that the Subcontractor: (i) designate in writing to the Project Manager a Safety Officer with responsibility for enforcing the Safety Programs on behalf of the Subcontractor; (ii) require that its Safety Officer attend all safety-related meetings as required by the Project Manager or the Safety Programs; (iii) require that its Safety Officer fully cooperate with the Contractor's Safety Officer and with the Project Manager in regard to coordinating and implementing Safety Programs and other safety-related requirements applicable to the Work and other portions of the Project; (iv) require that its Safety Officer convey all necessary safety information and requirements to all employees and other representatives of the Subcontractor, as required by the Project Manager or the Safety Programs; (v) require that its Safety Officer prepare and submit to the Project Manager any Accident Reports required of the Subcontractor pursuant to Section 11.10 of these General Provisions; and (vi) require that its Safety Officer fully cooperate with each other person and entity, as required by the District, Project Manager or the Safety Programs, in the event of any accident, injury, damage or loss.

Section 11.4 Required Safety Measures. To the extent required by an applicable Safety Program, any applicable law, rule, regulation, ordinance or other governmental requirement, or the Project Manager, or as dictated by the conditions and progress of the Work, the Contractor shall: (i) post applicable safety regulations; (ii) erect and maintain physical safety measures as necessary for protection of persons and property at, on or in the vicinity of the Project Site, including, without limitation, signs, lights and other warning devices, audible devices for protection of the blind, cones and other directional aids, canopies, nets, scaffolding, supports, rails, and barriers; (iii) relocate physical safety measures as necessary to maintain safe working conditions and paths of travel at, on or in the vicinity of the Project Site; (iv) employ security forces for protection of persons and property at, on or in the vicinity of the Project Site; (v) give written notice of construction activities and hazards to owners and users of adjacent properties and to utility companies; and (vi) maintain fully stocked and adequate first-aid supplies at the Project Site consistent with U.S. Department of Labor, Occupational Safety and Health Administration ("OSHA") and DIR's Division of Occupational Safety and Health ("Cal-OSHA") requirements.

Section 11.5 Contractor Must Not Impose Unsafe Loads. The Contractor must not impose any load (including, without limitation lateral or surcharge loads) on any temporary or permanent structure, equipment or other work or thing that is on, at or in the vicinity of the Project Site, if the load will exceed safe limits or reasonably might result in damage to the structure or equipment, any other property or thing, or the Project Site. In no event shall the Contractor place any stabilization leg(s) of cranes or other equipment, cribbing, bracing, *et cetera*, on any curb, gutter, sidewalk or similar improvement on, at or in the vicinity of the Project Site, without the express written consent of the Project Manager. No such consent shall be deemed or construed to relieve the Contractor from its responsibility and liability for damage caused by the Contractor's activities.

Section 11.6 Design and Use of Temporary Structures and Equipment. The Contractor shall be solely responsible and liable for the design, construction, integrity and use, in accordance with all applicable laws, ordinances, rules, regulations, and orders of governmental entities with competent jurisdiction, of any and all temporary structures, equipment and other things used in the performance of the Work, including, without limitation, any scaffolding, hoists, cribbing, shoring, and bracing. The Contractor must ensure that all temporary structures, equipment and other things are designed, constructed, used and removed in such manners as will not damage the Work, any Work by Others, the Project Site or other property or things in the vicinity of the temporary item, including, without limitation, accommodating natural earth movement, high winds, and shaking and vibrations caused by construction activities. The Contractor shall be solely responsible and liable for any and all costs and/or liabilities arising from the design, construction and use of temporary structures, equipment and/or other things in connection with the performance of the Work.

Section 11.7 Trench Safety Plans. If the Contract Price exceeds $25,000, then, prior to undertaking the excavation of any trench that will or reasonably might be five feet or more in depth, the Contractor must submit to the Project Manager a detailed plan showing the design of the shoring, bracing, sloping or other mechanisms for protection of workers and others from collapse or cave-in of the trench ("Trench Safety Plan"). Without limiting any other requirement applicable to contents of a Trench Safety Plan, each Trench Safety Plan must also: (i) provide for safe means for workers, as necessary, to enter and exit the trench; (ii) consider active and surcharge loads, and specify minimum required distances between the trench edges and adjacent buildings, embankments, subsurface utilities, construction equipment, spoils, *et cetera*; and (iii) provide for daily inspection of the trench by a competent person prior to each work shift and after any change in existing conditions. Each Trench

Safety Plan must be prepared by an appropriately skilled, experienced and licensed civil or structural engineer, who must certify that the Trench Safety Plan complies with minimum requirements of all applicable Construction Safety Orders of Cal-OSHA. If a Trench Safety Plan varies from the standards established by applicable Construction Safety Orders, the Contractor must obtain Cal-OSHA approval of the Trench Safety Plan. The Contractor shall not commence the excavation of a trench within the scope of this Section 11.7 until the Contractor has provided (and the District has accepted) the applicable Trench Safety Plan and a copy of the excavator's current and valid Cal-OSHA Construction Activity Permit. Neither anything in this Section 11.7 nor any review and/or acceptance by the District of any Trench Safety Plan shall be deemed or construed to relieve the Contractor from responsibility for providing shoring, bracing, sloping, or other mechanisms adequate to protect workers and others on, at or in the vicinity of the Project Site in connection with any trench to be excavated by or on behalf of the Contractor.

Section 11.8 Other Safety Requirements. The Contractor and each Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work shall comply with all other reasonable safety-related directives that the District or the Project Manager may, from time to time, deem necessary or convenient for ensuring safety of any persons or property at, on or in the vicinity of the Project Site, including, without limitation, efforts by the Project Manager to coordinate responsibilities for safety precautions and programs between the Contractor and one or more other parties providing work or services in connection with the Project.

Section 11.9 Contractor Response to Emergency Situations. In the event of an Emergency that endangers or reasonably might endanger the health, safety or welfare of any person(s) or property, the Contractor shall take such action the Contractor, in its discretion, determines is necessary to prevent the threatened damage or injury to person(s) or property, including, without limitation, rendering first aid to any injured person. If the Contractor reasonably believes that it is entitled to an adjustment in the Contract Price or extension of the Contract Time on account of the Contractor's response to an Emergency, within five days after the Contractor takes action in response to the Emergency, the Contractor may submit a request for Change Order to the Project Manager. However, in no event shall the Contractor be entitled to an increase in the Contract Price or an extension of the Contract Time on account of an Emergency arising from the acts, omissions, negligence or willful misconduct, or from causes within the reasonable control of, the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work.

Section 11.10 Required Reporting of Accidents, Injuries and Damage.

Subsection 11.10.1 Contractor Accident Reports. The Contractor must file a written report with the Project Manager as provided in this Section 11.10 (each an "Accident Report") in each case in which, due to any cause: (i) any significant accident occurs (regardless of whether any injury or damage occurs), any person is injured (including death), or any property on, at or in the vicinity of the Project Site is damaged, in connection with the performance of the Work or by any person at, on or in the vicinity of the Project Site on account of the Work, and regardless of whether such portion of the Work is being or to be performed by the Contractor or any Subcontractor; or (ii) the Contractor renders aid to any person as described in Section 11.9 of these General Provisions. Each Accident Report shall include all information relevant to the injury or damage, including, but not limited to: (i) identification of the person(s) injured or the property damaged; (ii) the extent or scope of the injury or damage; (iii) all known facts regarding when, where and how the incident occurred; (iv) identification of, and

statements by, all persons who witnessed or were involved in the incident; (v) the weather and other conditions existing at the time and location of the incident; and (vi) other information deemed relevant in connection with the incident. The Contractor shall provide an Accident Report to the Project Manager within twenty-four hours of the incident detailed in the Accident Report. In addition, if the incident resulted in the serious injury of any person (something more than a minor cut, scratch or bruise) or substantial damage to any property (estimated to be in excess of $500), the Contractor shall contact the Project Manager immediately by telephone to report the incident.

Subsection 11.10.2 Subcontractor Accident Reports. In each Subcontract, the Contractor shall require that the Subcontractor: (i) file with the Project Manager a written Accident Report containing all the information described in Subsection 11.10.1 in each case that an accident, injury or damage occurs in connection with any Work being performed by the Subcontractor or involves any person at, on or in the vicinity of the Project Site on account of the Work being or to be performed by the Subcontractor; (ii) file each Accident Report with the Project Manager within twenty-four hours of the incident detailed in the Accident Report; (iii) contact the Project Manager immediately by telephone to report the incident if it resulted in the serious injury of any person (something more than a minor cut, scratch or bruise) or substantial damage to any property (estimated to be in excess of $500).

Section 11.11 Notice and Correction of Non-Compliance. If, at any time, the Contractor is not in compliance with the requirements of this Part 11, or if the Contractor or any Subcontractor has created an actual or potential hazard to the health or safety of any person or property at, on or in the vicinity of the Project Site, then the District, the Project Manager, or other public agency with competent jurisdiction (including, without limitation, Cal-OSHA) may provide written notice thereof to the Contractor. Upon receipt of such notice, the Contractor shall immediately undertake action to correct or cure the non-compliance or actual or potential hazard specified in the notice. If the Contractor fails to correct or cure, or fails to implement reasonable efforts to correct or cure, any non-compliance or actual or potential hazard within twenty-four hours after receipt of notice or within such other time as specified in the notice, the District may, but shall not be obligated to, correct or cure the non-compliance or actual or potential hazard, and the cost thereof shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

Section 11.12 Contractor Liability. In no event shall the failure by the District or any other party to provide notice to the Contractor of any non-compliance or actual or potential hazard in accordance with Section 11.11 of these General Provisions be deemed or construed to relieve the Contractor from any responsibility or liability whatsoever attributable to such non-compliance or actual or potential hazard. Unless and only to the extent set forth in the Contract Documents, the District shall have no responsibility or liability whatsoever for the physical condition or safety of the Project Site, any ongoing or completed construction thereon, or any equipment, supplies or materials present at, on or in the vicinity of the Project Site.

Section 11.13 Compliance a Condition Precedent to Payment. As a condition precedent to payment of invoices submitted by the Contractor, each such invoice must be accompanied by written certification by the Contractor under penalty of perjury that: (i) all required Safety Program(s) and other requirements of this Part 11 have been implemented and remain in effect; and (ii) that the Contractor has continuously administered and enforced such requirements during the period covered by the invoice.

PART 12: COMPLIANCE WITH LABOR LAWS

Section 12.1 Contractor Must Comply with Prevailing Wage Laws. The Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of California Labor Code Sections 1720 *et seq*. and 1770 *et seq*., and Title 8 of the CCR, Section 16000 *et seq*. (collectively, "Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. The Project is a "public works" project, as defined by the Prevailing Wage Laws, and the Contractor must perform all of the Work as a public works project. The Contractor must fully comply, and must ensure full compliance by all Subcontractors and other persons and entities as required, with all applicable Prevailing Wage Laws.

Section 12.2 Copies of Prevailing Wage Rates. The Project Manager has obtained from the Director of Industrial Relations the general prevailing rate of per-diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed for each craft, classification, or type of worker needed to perform the Work, in effect as of the date the District sought bids or proposals for the Work. Prior to commencing any portion of the Work, the Contractor must obtain a copy of such prevailing rates of per-diem wages from the Project Manager. The Contractor must make copies of the prevailing rates of per-diem wages for each craft, classification or type of worker needed to perform the Work available to interested parties upon request, and must post copies at the Contractor's principal place of business and at the Project Site.

Section 12.3 Penalties for Violations of Prevailing Wage Laws. In accordance with Labor Code Section 1775, the Contractor and any Subcontractor shall forfeit, as a penalty to the District, not more than $200 and, subject to limited exceptions, not less than certain amounts specified by law, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates as determined by the Director of the DIR for the work or craft in which the worker is employed. The Contractor or the applicable Subcontractor shall pay to each worker the difference between such stipulated prevailing wage rate and the amount paid to the worker for each calendar day or portion thereof for which the worker was paid less than the applicable prevailing wage rates.

Section 12.4 Compliance Monitoring and Enforcement. The Contractor acknowledges that, in applicable circumstances, the DIR will provide certain services in connection with the Project, in accordance with the California Labor Code, Section 16450 *et seq*. of Title 8 of the CCR, and/or other applicable law. In any event, the Contractor and all Subcontractors, at no additional cost to the District, must comply with any and all applicable labor-related requirements, regardless of how implemented, including, without limitation, requirements for payment of wages in accordance with the Prevailing Wage Laws, maintenance, inspection and submittal (electronically, as required) of payroll records, interviewing of workers, *et cetera*. The Contractor, at no additional cost to the District, must cooperate with the DIR, the District, the District Agents, and the District Consultants in connection with labor-law compliance matters. The Contractor must post all job-site notices required by law in connection with the Work, including, without limitation, postings required by DIR regulations. The Contractor must make all Subcontractors aware of the foregoing requirements and must require that the Subcontractors comply with all labor-related requirements at no extra cost to the District. The District will coordinate and conduct any mandatory pre-construction conference, and the Contractor and each of its Subcontractors must attend such conference in order to ensure they are aware of applicable labor-law requirements.

Section 12.5 Prohibition Against Debarred Subcontractors. No Subcontractor may perform any portion of the Work if the Subcontractor is ineligible to perform work on a public works project pursuant to Section 1777.1 or Section 1777.7 of the Labor Code. Any contract relating to a public works project entered into by the Contractor and any such "debarred" party is void as a matter of law, and a debarred party may not receive any public money for performing work as a contractor or subcontractor on any public works project. The Contractor must refund to the District any public money that has been paid to a debarred party in connection with the Work. The Contractor shall be responsible for the payment of wages to workers of any debarred party that is allowed to perform any of the Work.

Section 12.6 Employment of Apprentices. The Contractor and each Subcontractor shall be responsible for compliance with the provisions of law relating to employment of apprentices, including, without limitation, Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code. As provided by Labor Code Section 1777.7, violations of Labor Code Section 1777.5 may result in forfeiture not to exceed $100 for each full calendar day of non-compliance. Information regarding apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards of the DIR ("DAS"). **IF THE CONTRACT FALLS WITHIN THE JURISDICTION OF SECTION 1777.5, THE CONTRACTOR MUST NOTIFY THE DISTRICT, IN WRITING, NOT MORE THAN TWENTY-FOUR HOURS AFTER RECEIVING THE NOTICE OF AWARD.**

Section 12.7 Limitations on Daily Hours of Work. Except as provided in this Section, the Contractor and each Subcontractor shall not permit any person performing any of the Work to work more than eight hours during any one calendar day or more than forty hours during any one calendar week. The Contractor and any Subcontractor shall forfeit, as a penalty to the District, $25 for each worker employed in the execution of the Work by the Contractor or the Subcontractor who is required or permitted to work more than eight hours in any one calendar day or forty hours in any calendar week in violation of Sections 1810 through 1815, inclusive, of the Labor Code. However, notwithstanding the foregoing, in accordance with Labor Code Section 1815, the Contractor or a Subcontractor may permit a worker to work in excess of eight hours per day, or forty hours per week, if all work in excess of such limits is compensated at a rate not less than one and one half times the worker's basic rate of pay.

Section 12.8 Requirements for Payroll Records. The Contractor and each Subcontractor must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the District, the DIR's Division of Labor Standards Enforcement, and DAS. The payroll records must be certified, maintained at the principal offices of the Contractor, and made available as required pursuant to Labor Code Section 1776. The Contractor must inform the District of the location at which the payroll records are located, including the street address, city, and county, and must, within five working days, provide a notice of any change of location and address. The Contractor and any Subcontractor that fails to timely comply with requests for certified payroll records shall forfeit, as a penalty to the District, $100 for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and, in addition to penalties as provided by law, may be subject to debarment pursuant to Labor Code Section 1771.1. In addition, the Contractor and each Subcontractor must comply with Labor Code Section 1771.4(a)(3), which relates to providing the payroll records directly to the Labor Commissioner.

Section 12.9 Contractor Must Know and Comply with All Labor Laws. The Contractor shall be responsible and liable for ascertaining, knowing, understanding and complying with all labor-related

laws, rules, regulations, ordinances, and other governmental requirements applicable to the Project, including, without limitation all such requirements specifically cited in this Part 12. If any provision of this Part 12 conflicts with, or is not a complete statement of, any provision of the applicable requirements, such provision of the applicable requirements shall be deemed, respectively, to govern over or to expand on the provisions of this Part 12, and the Contractor and each Subcontractor shall be required to comply in all respects with such provision of the applicable requirements. To the extent required pursuant to Part 24 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Architect, the Project Manager and the Inspector of Record, with respect to any failure or alleged failure to comply with this Part 12 or any laws, rules, regulations, ordinances, and other governmental requirements applicable to the matters addressed in this Part 12, by the Contractor, any Subcontractor, or any other person or entity that must comply in connection with the Work.

Section 12.10 Registration with DIR. If, at any time during the Project, the Contractor intends to use a Subcontractor that was not listed in its bid (e.g., a Subcontractor performing work costing less than one-half of one percent of the Contractor's total bid amount), then, before the Subcontractor performs any work on the Project, the Contractor must provide written notice to the District that identifies the Subcontractor and includes evidence that the Subcontractor is properly registered with the DIR. The Contractor shall be responsible for monitoring the registration status of its Subcontractors at all times during the course of the Project, and in the event any Subcontractor is or becomes not duly registered, the Contractor shall: (i) prohibit the Subcontractor from working on the Project; and (ii) provide written notice to the District informing the District of the Subcontractor's registration status. Notwithstanding anything to the contrary, if at any time during the performance of the Work, the Contractor or any of its Subcontractors is not duly registered pursuant to Labor Code Section 1725.5 (including, without limitation, if the registration expires or the DIR revokes the registration),then: (i) the District in its sole discretion may cancel the Contract and/or replace the Contractor or Subcontractor with a contractor or subcontractor that is duly registered pursuant to Labor Code Section 1725.5; and (ii) the Contractor and/or Subcontractor may be subject to penalties imposed by the DIR.

PART 13: TIME FOR COMPLETION AND DELAYS

Section 13.1 Time is of the Essence. Time is of the essence with respect to each time period for performance of an obligation set forth in, or to be determined in accordance with, or to be performed pursuant to, the Contract Documents. The Contractor must undertake, perform and complete all portions of the Work in strict accordance with milestones and time period(s) specified in the Master Construction Schedule as it may be modified from time to time pursuant to the Contract Documents.

Section 13.2 Pre-Construction Activities. During the period following receipt of the Notice of Award and receipt of the Notice to Proceed, the Contractor shall undertake all activities necessary for the Contractor to be ready and able to commence performance of the Work on the date specified in the Notice of Award (or, if applicable, in the Special Provisions) as the anticipated date for issuance of the Notice to Proceed ("Pre-Construction Activities"). The Pre-Construction Activities shall include, without limitation: (i) reviewing the Contract Documents pursuant to Section 4.10 of these General Provisions; (ii) consulting and cooperating with the District and the Project Manager in regard to developing coordinated construction schedules for the Project, including for both the Work and any Work by Others; (iii) coordinating use of the Contractor's workforce, equipment and administrative resources; (iv) coordinating use of each Subcontractor's workforce, equipment and administrative resources; and

(v) arranging procurement and delivery of any long-lead-time items. Notwithstanding the foregoing, during the Pre-Construction Activities period, the Contractor shall consult with the Project Manager and obtain the District's and Project Manager's concurrence prior to actually ordering any long-lead-time items.

Section 13.3 Proposed Master Construction Schedule.

Subsection 13.3.1 Submittal Requirements. Within ten days after receipt by the Contractor of the Notice of Award or prior to the Commencement Date, whichever is sooner, the Contractor must submit to the Project Manager a proposed critical-path-method schedule that includes all the elements required by this Section and that provides for completion of all portions of the Project in accordance with the time(s) permitted pursuant to the Contract ("Master Construction Schedule"). The Master Construction Schedule must be prepared using software approved in advance by the Project Manager. The Contractor must provide the Contractor Work Schedule to the Project Manager in both electronic-file format and printed hard copy.

Subsection 13.3.2 Schedule Coverage. The Master Construction Schedule must provide for a logical and orderly progression of the Work to completion within the Contract Time and must specify time for accomplishing all activities and events needed for completion of the Project, including, without limitation: (i) review and approval of submittals; (ii) procurement and delivery of equipment and materials having long-lead-times; (iii) obtaining all required Deferred Approvals; (iv) mobilizing on the Project Site; (v) delays resulting from anticipated Rain Days; (vi) performance of the Work and other activities of the Contractor (including its Subcontractors); (vii) performance of any Work by Others; (viii) building and systems start-up, testing and balancing; (ix) equipping and furnishing included within the scope of the Work; and (x) requirements, if any, for priority occupancy of portions of the Project.

Subsection 13.3.3 Minimum Required Elements. The Contractor must specify at least the following elements in the Master Construction Schedule: (i) a single critical path of activities for the Work and any Work by Others; (ii) all milestones for "critical" and "constraining" or "controlling" activities as determined by the Contractor, Architect and/or Project Manager; (iii) a duration of not more than twenty days for any one activity; (iv) earliest and latest dates for commencement of each activity; (v) earliest and latest dates for completion of each activity; (vi) "float" time, if any, for each activity and for the Project overall; (vii) order deadlines for long-lead-time items; (viii) delivery dates for critical or special equipment and/or materials; (ix) dates for providing all submittals to the Architect; (x) dates by which each of the Deferred Approvals must be obtained; and (xi) portions of the Work to be performed by any Subcontractor that must be completed prior to commencement of any portions of the Work by any other Subcontractor.

Subsection 13.3.4 Approval by Project Manager. The Project Manager will review the Master Construction Schedule and may, as necessary, return it to the Contractor for correction or other revision, including, without limitation, any revisions necessary to accommodate Work by Others. If the Project Manager requires revisions, the Contractor shall correct or otherwise revise the Master Construction Schedule and return it to the Project Manager within seventy-two hours. Upon approving the Master Construction Schedule, the Contractor must sign and submit to the Project Manager a copy of the "Certification Regarding Master Construction Schedule" form included in the Required Project Forms, and, thereafter, the Master Construction Schedule may be changed only as provided in these General Provisions. The approval of the Master Construction Schedule in accordance with the foregoing

and submittal of the executed Certification Regarding Master Construction Schedule shall be conditions precedent to the Contractor receiving any payment for the Work pursuant to the Contract Documents.

Section 13.4 Normal Weather Deemed Foreseeable. Because normal seasonal weather conditions are foreseeable, the Contractor must accommodate in the proposed Master Construction Schedule the anticipated number of work days during which performance of the Work cannot occur or continue due to normal seasonal weather conditions (each a "Rain Day"). The number of Rain Days included in the Master Construction Schedule shall be determined by reference to weather data compiled by the National Oceanic and Atmospheric Administration ("NOAA") that establishes the normal seasonal weather conditions for the general location of the Project Site and the time(s) of the year(s) during which the Work will be performed. However, even if fewer Rain Days would be included in the Master Construction Schedule based on NOAA weather data, the Contractor shall include in the Master Construction Schedule not less than three Rain Days for each month of October and November and at least four Rain Days for each month of December, January, February and March. Notwithstanding the foregoing, Rain Days shall be included in the Master Construction Schedule only to the extent the performance of the Work can be adversely affected by inclement weather (e.g., sheltered work that can continue regardless of weather shall not require an allocation of Rain Days), and any question regarding allocation of Rain Days shall be directed to and resolved by the Project Manager prior to the Contractor submitting the proposed Master Construction Schedule.

Section 13.5 Time for Deferred Approvals Deemed Included in Schedule. The Contractor must accommodate in the proposed Master Construction Schedule all time required to obtain any and all Deferred Approvals that are the responsibility of the Contractor pursuant to the Contract Documents. The Contractor must allow sufficient time to obtain all required Deferred Approvals as necessary to avoid any adverse effect on the critical-path schedule for the Project, and the Contractor shall be deemed to have considered all possible delays and damages that might arise in connection with efforts to obtain such Deferred Approvals. The proposed Master Construction Schedule must specify the date by which the Contractor must obtain each required Deferred Approval.

Section 13.6 Modifications to Master Construction Schedule.

Subsection 13.6.1 Updates and Revisions. Not less than once per month and consistent with requirements of Section 22.8 of these General Provisions, the Contractor must update and, as necessary, revise the approved Master Construction Schedule to accommodate authorized changes in the Work and/or Contract Time, as well as any other authorized modifications to the Master Construction Schedule. Each update of the Master Construction Schedule must, at a minimum, note any changes to the elements specified in Subsection 13.3.3 of these General Provisions, together with actual commencement and completion dates for the activities included in the Master Construction Schedule. The Contractor must submit copies of each such updated and/or revised Master Construction Schedule for review and approval by the District, Architect and Project Manager, with the copies sent to the Project Manager being in both electronic-file format and printed hard copy as provided in Subsection 13.3.1 of these General Provisions. Each updated and/or revised Master Construction Schedule shall be subject to the same procedures for review and approval as are described in Subsection 13.3.4 of these General Provisions and applicable to the initially proposed Master Construction Schedule, including, without limitation, requirements for the Contractor to correct or otherwise revise the Master Construction Schedule.

Subsection 13.6.2 Other Modifications. The Master Construction Schedule shall be subject to reasonable modification by the District from time to time during the course of construction of

the Project, due to changes in the Project, coordination of the various trades and/or contractors performing work on the Project, circumstances beyond the control of the District, *et cetera*, and such modifications may result in the Master Construction Schedule not including any float that previously had been included in the Master Construction Schedule. The Master Construction Schedule, as it may be so modified, shall govern with respect to the time(s) within which all and each of the various portions of the Work must be completed.

Section 13.7 Issuance of Notice to Proceed. The District may issue the Notice to Proceed, to the Contractor, at any time up to sixty days after receipt by the Contractor of the Notice of Award. However, the District and the Contractor may agree that the District shall defer issuing the Notice to Proceed for one or more specific periods of time after expiration of such sixty-day period. In such event, if the District and the Contractor agree that any additional compensation is to be paid to the Contractor as a result of the delayed issuance of the Notice to Proceed, such additional compensation shall be set forth in a Change Order.

Section 13.8 Commencement and Diligent Performance of Work. The Contractor must commence performance of the Work on the Commencement Date and, thereafter, must diligently perform all acts and cause to be done all other things necessary to complete the Project within the time period(s) specified in the Master Construction Schedule, including, without limitation: (i) performing all required Work; (ii) obtaining all required services; (iii) providing an adequate workforce at all times; and (iv) providing sufficient quantities of equipment, materials and supplies when needed. If the performance of the Work falls behind schedule, the Contractor must provide to the Project Manager a proposed revision to the Master Construction Schedule that clearly specifies how the Contractor will bring the Work back into conformance with the time for completion required pursuant to the Contract Documents ("Recovery Schedule"). Each Recovery Schedule shall be subject to the same procedures for review and approval as are set forth in Subsection 13.3.4 of these General Provisions and applicable to the initially proposed Master Construction Schedule, including, without limitation, requirements for the Contractor to correct or otherwise revise the Recovery Schedule. Upon approval of the Recovery Schedule, it shall be incorporated into the Master Construction Schedule and the Contractor, at no additional cost to the District, must accelerate the Work and/or do all other things as necessary to complete the Project within the time specified in such Master Construction Schedule.

Section 13.9 Times During Workday When Work May be Performed.

Subsection 13.9.1 Work During Regular Working Hours. Except as otherwise provided in this Section 13.9 or specifically required by the District or the Project Manager, and subject to all provisions of Part 12 of these General Provisions, the Contractor must perform the Work that is to occur on, at or in the vicinity of the Project Site only during Regular Working Hours. If the Contractor performs any Work on any days or at any times other than Regular Working Hours, regardless of whether pursuant to Subsection 13.9.2 of these General Provisions or Subsection 13.9.3 of these General Provisions, the Contractor shall be responsible and liable for compliance with all requirements of Part 12 of these General Provisions.

Subsection 13.9.2 Permissive Work Outside of Regular Working Hours. If the Contractor desires to perform any portion of the Work on, at or in the vicinity of the Project Site on any days or at any times other than during Regular Working Hours, or for more than eight working hours per day, the Contractor must obtain the written consent of the Project Manager, the Inspector of Record and/or any specialty inspector, and, if necessary, any city, County and other governmental agencies having competent jurisdiction. The Contractor may request such consent for the Contractor's

convenience, including, without limitation, because the Contractor desires to accelerate the Work in order to comply with requirements of the Master Construction Schedule. The Contractor shall be responsible for paying any and all additional or increased management, supervision, inspection and other costs incurred by the District attributable to: (i) the Contractor performing any of the Work on, at or in the vicinity of the Project Site on any days or at any times other than Regular Working Hours, or for more than eight working hours per day, based on consent obtained pursuant to this Subsection 13.9.2; (ii) the Contractor performing any Work at a location that is not on, at or in the vicinity of the Project Site on any days or at any times other than Regular Working Hours; or (iii) the District requiring that the Contractor perform any of the Work on any days or at any times other than Regular Working Hours for any reason that is the fault of, caused by, or otherwise the responsibility of, the Contractor. Any such amounts payable by the Contractor shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

Subsection 13.9.3 Mandatory Work Outside Regular Working Hours. The Contractor must perform portion(s) of the Work on any days or at any times other than Regular Working Hours if: (i) such requirement is set forth in the Contract Documents; or (ii) the Contractor is so required by the District for any reason that is not the fault of, caused by, or otherwise the responsibility of, the Contractor. If the District requires performance of the Work outside Regular Working Hours pursuant to the foregoing clause (ii), the District shall be responsible for paying any and all additional or increased management, supervision, inspection and other costs incurred by the District in connection with such portion(s) of the Work.

Section 13.10 Mandatory Notice of Anticipated Delay. At any time the Contractor anticipates that a delay in the performance of the Work will occur, regardless of the cause of the delay, the Contractor must immediately provide written notice of the anticipated delay to the Project Manager ("Notice of Anticipated Delay"). A Notice of Anticipated Delay must set forth the cause(s) of the anticipated delay and be accompanied by documentation reasonably evidencing and supporting the Contractor's position with respect to the cause(s) of the anticipated delay. Upon receipt of a Notice of Anticipated Delay, the District, the Project Manager and/or the Architect may take any such reasonable actions as necessary to prevent or minimize the anticipated delay. A Notice of Anticipated Delay shall in no event be deemed or construed to satisfy the requirement for, or be provided in lieu of, any Notice of Actual Delay to be provided pursuant to Section 13.11 of these General Provisions.

Section 13.11 Mandatory Notice of Actual Delay. Within five days of the beginning of any delay in the performance of the Work, regardless of the cause of the delay, and regardless of whether the delay is then ongoing, the Contractor must provide written notice of the delay to the Project Manager ("Notice of Actual Delay"). If the Contractor provides a Notice of Actual Delay later than five days after the beginning of a delay: (i) the Contractor shall be deemed and construed to have waived and released any right to an extension of time or to additional compensation attributable to any time more than five days prior to the date the Project Manager receives the Notice of Actual Delay; and (ii) the District may hold the Contractor responsible for any delays and/or increased costs that the District reasonably might have mitigated had the District received a timely Notice of Actual Delay. A Notice of Actual Delay must set forth the cause(s) of the delay and be accompanied by documentation reasonably evidencing and supporting the Contractor's position with respect to the cause(s) of the delay. **THE GIVING OF A NOTICE OF ACTUAL DELAY IN CONNECTION WITH A DELAY SHALL BE DEEMED AND CONSTRUED AS A MANDATORY PREREQUISITE FOR ANY EXTENSION OF TIME AND/OR ADDITIONAL COMPENSATION TO THE CONTRACTOR ON ACCOUNT OF SUCH DELAY.**

Section 13.12 Review of Facts and Circumstances Resulting in Delay. Upon receipt of a Notice of Actual Delay and all related documentation, the District, the Architect and/or the Project Manager will investigate the facts and circumstances relating to the delay. The Project Manager may request that the Contractor provide any additional or more detailed information regarding the delay, which the Contractor must provide within five days of request.

Section 13.13 Requests for Additional Time and/or Compensation for Delays. The Contractor must submit each request for an extension of time and/or additional compensation on account of a delay in accordance with the provisions of the Contract Documents relating to Change Orders. The Contractor must submit such Change Order Request within fourteen days of providing the associated Notice of Actual Delay, regardless of whether the delay is then ongoing, and any failure to timely submit the Change Order Request shall be deemed and construed as a waiver and release by the Contractor of any rights to an extension of time and/or additional compensation on account of the delay. Each such Change Order Request must: (i) clearly specify that the Contractor is seeking an extension of time and/or additional compensation on account of a delay and in accordance with this Part 13; (ii) reference the Notice of Actual Delay (including date) previously provided in connection with the delay; and (iii) be accompanied by any additional evidentiary or supporting information not provided with the Notice of Actual Delay. If the Contractor fails to provide any such additional information with the Change Order Request, the Contractor shall be deemed and construed to have waived its rights to thereafter provide any such information, except for any information substantiating and justifying the amount of time for an extension and/or the amount of any additional compensation attributable to a delay that was ongoing at the time the Contractor submitted the Change Order Request. **THE CONTRACTOR'S COMPLIANCE WITH THE FOREGOING PROCEDURAL REQUIREMENTS IN CONNECTION WITH A DELAY SHALL BE DEEMED AND CONSTRUED AS A MANDATORY PREREQUISITE FOR ANY EXTENSION OF TIME OR ADDITIONAL COMPENSATION TO THE CONTRACTOR ON ACCOUNT OF SUCH DELAY, AND FOR FILING OF A RELATED CLAIM IN ACCORDANCE WITH PART 25 OF THESE GENERAL PROVISIONS.**

Section 13.14 Change Orders Deemed Not to Cause or Create Delays. As provided in Section 17.19 of these General Provisions, in no event shall any approved Change Order, either by itself or cumulatively with other Change Orders, be deemed or construed to create or be the cause of any delay or, unless specifically stated in such Change Order, to constitute the basis for any extension of time to perform the Work.

Section 13.15 Delays Resulting from Abnormal Weather. The Contractor shall bear the risk attributable to all normal seasonal weather conditions, including, without limitation, precipitation, temperatures, winds, amount of daylight, *et cetera*. The Contractor shall not be entitled to an extension of time to complete the Work on account of Rain Days within the number specified in the Master Construction Schedule, and any such Rain Days not actually used to compensate for inability to perform the Work due to inclement weather shall be considered float for the Project. The Contractor shall be entitled to an extension of time to complete the Work only if the performance of the Work is delayed as a result of inclement weather in an amount, frequency, or duration in excess of the number of Rain Days determined pursuant to Section 13.4 of these General Provisions and included in the Master Construction Schedule pursuant to Section 13.3 of these General Provisions ("Abnormal Weather"). The District shall grant to the Contractor an extension of time for performance of the Work subject to the Contractor establishing, based on sufficient proof, that: (i) the weather conditions constituted Abnormal Weather, i.e., were in excess of "normal" Rain Days; (ii) the delay was caused by the Abnormal Weather; and (iii) the delay affected the critical-path activities of the Work.

Section 13.16 Extensions of Time for Performance of the Work. If the District grants the Contractor an extension of time for performance of the Work, the extension shall be proportionate to the actual delay in the performance of the Work, e.g., a half-day extension for a half-day delay. In determining if extensions of time for performance of the Work are necessary on account of a delay, the District shall consider whether portions of the Work were able to continue despite other portion(s) of the Work being delayed, and any extension of time for performance of the Work shall apply only to the portion(s) of the Work affected by the delay, not to other portions of the Work.

Section 13.17 No Compensation for Certain Delays. Neither the District nor any person or entity acting on its behalf shall be required to pay any additional compensation to the Contractor or shall otherwise be liable for any costs attributable to a delay (each a "Non-Compensable Delay") if: (i) the cause of the delay was beyond the control of and without the fault of the District; (ii) the delay was reasonable under the circumstances involved; or (iii) the delay was within the contemplation of the District and the Contractor. Non-Compensable Delays may include, among others, delays arising from: (i) any act of nature, including, without limitation, fire, flood, storm, earthquake or other event or condition not directly caused by any person; (ii) any health Emergency, including, without limitation, any epidemic and/or quarantine; (iii) any act or omission of any governmental, quasi-governmental, or publicly regulated entity, including, without limitation, any utility company; (iv) any war or any other act of a public enemy; (v) any riot, insurrection or other civil disturbance or disobedience; (vi) any strike, embargo, interruption in transportation services, or other labor-related action; (vii) any act or omission of the Contractor or any of its Subcontractors, employees or agents; or (viii) any act or omission by any person over whom the District has no control or for whom the District has no legal responsibility. The Contractor's sole and exclusive remedy in the event of a Non-Compensable Delay shall be to seek an extension of time for performance of the Work.

Section 13.18 Compensation for Delays Caused by District. The Contractor shall be entitled to compensation from the District on account of a delay in the performance of the Work (each a "Compensable Delay") only if: (i) the District caused or otherwise was responsible for the delay; (ii) the delay was unreasonable under the circumstances involved; and (iii) the delay was not within the contemplation of the District and the Contractor. A delay shall not be considered to be a Compensable Delay to the extent the delay was caused, contributed to, or continued by the Contractor or any Subcontractor or other party or entity under the control or direction of, or otherwise performing any work or services on behalf of, the Contractor. A delay shall be considered a Compensable Delay only to the extent the delay adversely affects a portion of the Work that is a critical-path item as described in the Master Construction Schedule then in effect, and the District shall not be required to pay any compensation whatsoever to the Contractor (including, without limitation, any extended overhead, general-conditions costs, impact costs, and/or out-of-sequence costs) in the absence of any such adverse effect on the critical-path of the Work. For purposes of the Contract, delays within the contemplation of the District and the Contractor shall be deemed and construed to include, without limitation, delays attributable to: (i) normal seasonal weather conditions; (ii) coordination of the Work with any Work by Others; (iii) work on the Project that must be completed prior to some or all of the Work being commenced or completed; (iv) discovery of hazardous materials (including, without limitation, asbestos) if the Work or the Project involves or relates to the presence, repair, modification, rehabilitation, reconstruction, demolition, removal or other accommodation of existing structures, utilities, or other improvements; (v) the location, time of year and other conditions in which the Work is to be performed; and (vi) other matters typically attendant to construction projects of the same general type and scope as the Project. Subject to the Contractor's compliance with applicable requirements of this Part 13, and based on sufficient proof provided by the Contractor or otherwise obtained by or

provided to the District, the District shall pay additional compensation to the Contractor for each Compensable Delay. Additional compensation payable to the Contractor on account of a delay for which the District is responsible may accommodate, without limitation, costs attributable to any disruption of, interference with, or need to accelerate, the Work. Any such additional compensation shall be set forth in and authorized by an applicable Change Order.

Section 13.19 Compensation for Delays Caused by Contractor. The District shall be entitled to compensation from the Contractor on account of delays in the performance of the Work or performance of any Work by Others, if such delays: (i) have been caused by or are attributable to any fault or negligence of the Contractor or any employee, agent, Subcontractor or other person or entity acting on behalf of the Contractor; or (ii) arise from any failure by the Contractor to timely perform the Work in accordance with requirements of the Contract Documents. For purposes of this Section, the Contractor shall be deemed and construed to have allowed and scheduled adequate time for all activities required in connection with performance of the Work in accordance with the Contract Documents. The foregoing shall be construed to mean, e.g., that the Master Construction Schedule has taken into account and accommodated all potential delays, by governmental agencies or others having authority over Deferred Approvals or other requirements specified in the Contract Documents, in granting any approval that the Contractor is responsible for obtaining. Therefore, except as provided in this Section, the Contractor shall be deemed and construed to be at fault for, among other matters, any failure by the Contractor to timely: (i) complete the Pre-Construction Activities; (ii) obtain and provide to the District all Surety Bonds required pursuant to the Contract Documents; (iii) obtain or otherwise have in effect all Insurance Policies required pursuant to the Contract Documents; (iv) obtain Deferred Approvals for which the Contractor is responsible pursuant to the Contract Documents; (v) schedule inspections of the Work as necessary; and/or (vi) undertake and complete the Work in strict accordance with milestones and time period(s) specified in the Master Construction Schedule as it may be modified pursuant to this Part 13. The Contractor shall not be deemed to be at fault for delays resulting from any tidal waves or earthquakes in excess of 3.5 magnitude; provided that any damaged portion of the Work had been constructed or otherwise performed in accordance with the Contract Documents. Compensation payable to the District on account of a delay for which the Contractor is responsible may accommodate, without limitation, costs attributable to any disruption of, interference with, or need to accelerate, the Work or any Work by Others arising from the delay. Any such compensation to the District shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

Section 13.20 No Compensation for Delays Having Concurrent Causes. Notwithstanding anything to the contrary, to the extent the District and the Contractor concurrently cause or are otherwise responsible for a delay in the performance of the Work (i.e., both are equally and contemporaneously responsible), then neither the District nor the Contractor shall be entitled to recover additional compensation or other costs attributable to the delay.

Section 13.21 Liquidated Damages for Delay in Completing Project. The District and the Contractor hereby expressly agree that it is impracticable and extremely difficult to ascertain the actual damages and costs the District will incur on account of a delay in completion of the Project or a phase or portion thereof for which the Contractor is responsible. Such damages could include, among others, those arising from the District being unable to timely have exclusive possession of, or to timely commence operations of, the Project or any phase or portion thereof. Therefore, to the extent the Contractor is responsible pursuant to the Contract for compensating the District on account of a delay in completing the Project or a phase or portion thereof, the Contractor shall pay to the District the amount

of liquidated damages specified in the Special Provisions for each day (or portion thereof) of such delay. The District and the Contractor each hereby expressly agree that such liquidated damages amount constitutes fair and reasonable compensation to the District for such delay, regardless of whether such amount is at any time determined not to constitute actual full-compensation. The District shall provide invoices to the Contractor for any and all liquidated damages payable by the Contractor. If the Contractor does not pay the amounts of such invoices to the District when due, the District may deduct the unpaid amounts from any monies due or to become due to the Contractor in accordance with the Contract Documents and/or may pursue such other remedies as are permitted by law or the Contract. Because this Section applies only to damages incurred by the District due to delay in completion of the Project or phase or portion thereof for which the Contractor is responsible, nothing in this Section shall be deemed or construed to limit or preclude any right of the District to recover additional or other damages or costs if such right is expressly set forth elsewhere in any of the Contract Documents, including, without limitation, as provided in Section 2.15, Section 2.16, Section 8.3, Section 15.5, Section 15.10 and Subsection 17.1.4 of these General Provisions. To the extent any provision in the Contract makes the Contractor liable to the District for delay damages within the scope of Public Contract Code Section 7203, that provision shall be deemed or construed to provide that such delay damages are subject to this Section 13.21.

Section 13.22 Contractor Claims Arising from Delays. **IF THE CONTRACTOR DISPUTES ANY DETERMINATION MADE BY OR ON BEHALF OF THE DISTRICT IN REGARD TO THE CAUSE OF, RESPONSIBILITY FOR, EXTENSION OF TIME ATTRIBUTABLE TO, OR ADDITIONAL COMPENSATION ATTRIBUTABLE TO, ANY DELAY IN THE PERFORMANCE OF THE WORK, THEN, SUBJECT TO COMPLIANCE WITH THE REQUIREMENTS OF SECTIONS 13.10 THROUGH 13.13, INCLUSIVE OF THESE GENERAL PROVISIONS, THE CONTRACTOR MAY FILE A CLAIM IN ACCORDANCE WITH PART 25 OF THESE GENERAL PROVISIONS.**

PART 14: MATERIALS AND EQUIPMENT

Section 14.1 Types and Quality of Materials and Equipment. Except as permitted in accordance with the Contract Documents, including, without limitation, any authorized substitutions, any and all materials or equipment to be incorporated as a permanent part of the Work must be of the type and quality specified in the Contract Documents. If the Contract Documents do not specify a particular quality of any materials or equipment, the Contractor must furnish and incorporate materials and equipment of the highest quality commercially available. Except to the extent set forth in the Contract Documents, any and all materials and/or equipment to be incorporated as permanent part(s) of the Work must be newly manufactured or produced, i.e., no previously used, recycled, and/or refurbished materials and/or equipment may be incorporated into the Work.

Section 14.2 Contractor to Furnish Sufficient Materials and Equipment. In order to ensure that the Work is efficiently and timely undertaken and completed in accordance with all milestones set forth in the Master Construction Schedule, the Contractor must at all times furnish sufficient quantities of all materials and equipment required to perform the Work, including, without limitation, all materials and equipment, the need for which may reasonably be inferred from the Contract Documents. Within such times as will ensure that the Work can be completed in accordance with the milestones set forth in the Master Construction Schedule, the Contractor must order and/or purchase, and deliver or cause to be delivered to the Project Site, all materials and equipment required to perform the Work. Upon request, the Contractor must furnish to the Project Manager such documentary evidence (e.g., invoices, receipts, purchase orders, *et cetera*) as reasonably evidences that the Contractor has timely ordered

required materials and/or equipment. The Contractor must monitor and track all orders for such materials and equipment, and must promptly take corrective action in the event the delivery of any such materials or equipment is delayed. The Contractor must provide written notice to the Project Manager and the Inspector of Record of each delivery to the Project Site of any materials and/or equipment to be incorporated into the Work, and must permit the Project Manager and/or the Inspector of Record to inspect any or all such materials and/or equipment. The Contractor must promptly remove from the Project Site any and all materials and/or equipment that the Project Manager and/or the Inspector of Record determine do not conform to applicable requirements of the Contract Documents.

Section 14.3 Storage and Protection of Materials and Equipment. The Contractor shall be responsible for safely and securely storing and protecting all materials and equipment prior to incorporation into the Work. The Contractor must arrange and coordinate the storage type(s) and location(s) on, at or in the vicinity of the Project Site with the Project Manager. The Contractor must maintain, at the Project Site, an accurate written inventory of all such materials and equipment, and upon request must make the inventory available for review by the Project Manager. The Contractor shall not remove from the Project Site, or use for purposes other than the Work, any materials or equipment ordered, purchased or otherwise intended for incorporation into the Work without the express written approval of the Project Manager, including, without limitation, any materials or equipment that the Contractor believes are surplus or otherwise in excess of what is needed for the Work.

Section 14.4 Authority to Request Substitution of Specified Items. Except as the Contract Documents expressly provide, any material, product, service or thing described in the Contract Documents as being required in connection with the Work and designated by specific brand or trade name (each a "Specified Item") shall be deemed and construed to set forth the minimum requirements for such Specified Item and to be followed by the words "or equal." To the extent permitted pursuant to Section 14.5 of these General Provisions, the Contractor may offer in place of any Specified Item any substitute item that the Contractor can demonstrate is equal or better in all material respects to the Specified Item and that will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item. The District in no event shall be required to permit substitution of any Sole-Source Item that, in accordance with Public Contract Code Section 3400, was specified in order to: (i) field test or conduct an experiment to determine the suitability of the Specified Item for future use; (ii) match other products in use on a particular public improvement either completed or in the course of completion; (iii) obtain a necessary item that is only available from one source; or (iv) respond to an Emergency. In no event shall the Contractor substitute any item in place of a Specified Item unless and until the Contractor obtains written approval in accordance with Sections 14.4 through 14.10, inclusive, of these General Provisions.

Section 14.5 Procedures and Conditions for Requesting Substitution of Specified Items. Any requests for substitution of a Specified Item made by the Contractor prior to submitting its bid for the Work must have been submitted in accordance with the procedures described in the Instructions for Bidders. The Contractor may request substitution of a Specified Item after it has submitted its bid for the Work only if the Specified Item becomes commercially unavailable after the Contractor submitted such bid. The Contractor in such event must provide documentation to the Project Manager that reasonably evidences that the Specified Item is no longer commercially available. An increase in the cost of a Specified Item shall not be deemed or construed to have made the Specified Item commercially unavailable. The Project Manager may independently verify whether the Specified Item is no longer commercially available. Absent a Specified Item becoming commercially unavailable, the District, in its

sole discretion, may, but is not required to, consent to the Contractor submitting a post-bid request for substitution of the Specified Item only upon a showing of good cause by the Contractor, as determined by the District. The Contractor must submit to the Project Manager an executed original copy and one photocopy of each request for substitution of a Specified Item, using copies of the "Request to Substitute Specified Item" form included in the Required Project Forms. Only the Contractor, and not any Subcontractor or other person or entity, may request substitution of a Specified Item.

Section 14.6 Contractor Must Substantiate Requests for Substitution.

Subsection 14.6.1 Contractor Has Sole Responsibility. The Contractor shall be solely responsible for providing to the Project Manager such exemplary and/or documentary information as will reasonably substantiate that a proposed substitute item is equal or better in all material respects to the Specified Item, will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item, and otherwise satisfies all requirements of Sections 14.4 through 14.10, inclusive, of these General Provisions. The Contractor must submit two copies of each such item of substantiating information. Only the Contractor, and not any Subcontractor or other person or entity, may submit information intended to substantiate a request for substitution of a Specified Item.

Subsection 14.6.2 Timing for Providing Substantiating Information. With respect to pre-bid requests for substitution, the Contractor must provide, or must have provided, all information substantiating a request for substitution of a Specified Item to the Project Manager within the time(s) provided in the Instructions for Bidders. With respect to any post-bid request for substitution, the Contractor must provide such information to the Project Manager concurrently with the corresponding Request to Substitute Specified Item.

Subsection 14.6.3 Nature of Substantiating Information. The information provided by the Contractor to substantiate a proposed request for substitution of a Specified Item must include, without limitation, all available information relevant to whether the proposed substitute item will or will not: (i) comply with all requirements of the Specifications; (ii) be equal to or better than the Specified Item in all material respects, including, without limitation, with respect to durability and expected useful life of the substitute item; (iii) be consistent with the design and intended aesthetics of the Work and the Project; (iv) fit with, or require any change in the construction of, the Work and/or the Project; (v) result in the District incurring more or less operations, maintenance and/or other costs; (vi) have replacement parts and service available at least to the same extent as the Specified Item; (vii) require any increase in the Contract Price; and (viii) require any increase in the Contract Time or modification of the Master Construction Schedule. The foregoing shall be deemed and construed to require that the Contractor must provide any and all information that would tend to indicate that a proposed substitute item is not suitable as a substitute for the Specified Item (including, without limitation, specifically pointing out any characteristic of the proposed substitute item that does not satisfy any requirement of the Specifications), and the Contractor shall have breached its obligations pursuant to the Contract if it intentionally or negligently fails to provide all of such information. The types or forms of information submitted by the Contractor in connection with a request for substitution of a Specified Item must include, without limitation, all illustrations, specifications, catalog cut-sheets, manufacturer's brochures and other documentation that describe the characteristics, quality and aesthetics of the proposed substitute item.

Subsection 14.6.4 Adequacy of Substantiating Information. The District may reject any request for substitution of a Specified Item if the Contractor fails to provide information that is reasonably sufficient and adequate to permit the District to substantiate the suitability of the proposed

substitute item. The District may, but shall not be required to, request that the Contractor provide additional information regarding any request by the Contractor for substitution of a Specified Item.

Subsection 14.6.5 Contractor Certification. The Contractor shall not request approval of a proposed substitute item unless the Contractor has a reasonable and good-faith belief that the proposed substitution can be approved in accordance with the requirements of Sections 14.4 through 14.10, inclusive, of these General Provisions. The Contractor must execute the certification set forth on the Request to Substitute Specified Item, subject to penalty of perjury, that the Contractor: (i) has made all reasonable efforts to obtain all information relevant to the request for substitution of the Specified Item; (ii) has provided all of such information with the Request to Substitute Specified Item; (iii) reasonably and in good faith believes that the proposed substitute item is equal or better in all material respects to the Specified Item, will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item, and otherwise satisfies all requirements of Sections 14.4 through 14.10, inclusive, of these General Provisions; and (iv) the Contractor will pay all costs pursuant to Sections 4.8 and 4.9 of these General Provisions.

Section 14.7 District Discretion to Approve Requests for Substitution. The District, in its sole discretion and after consultation with the Architect and/or the Project Manager, shall determine whether a proposed substitute item: (i) is equal or better in all material respects to the Specified Item; (ii) will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item; and (iii) otherwise satisfies all requirements of Sections 14.4 through 14.10, inclusive, of these General Provisions. Upon determining that a proposed substitute item satisfies all of the foregoing conditions, the District shall approve the request for substitution. The District, in its sole discretion, may, but is not required to, approve a request for substitution of a Specified Item despite the proposed substitute item not fully satisfying all of the foregoing conditions. If the District approves a request for substitution of a Specified Item, the approval and all terms and conditions thereof shall be set forth in a Change Order, and execution of such Change Order by the Contractor shall be a condition to it taking or having any effect.

Section 14.8 Conditional Approval of Requests for Substitution. The District reasonably may impose conditions on any approval of any request for substitution, including, without limitation, requirements for the Contractor: (i) to compensate the District (or for a reduction in the Contract Price) on account of any projected increase in operations, maintenance or other costs to be incurred by the District or on account of any lesser utility of the substitute item in comparison to the Specified Item; or (ii) to provide to the District an extended warranty on the substitute item or some other assurance of the compatibility, fitness, quality, durability, or performance of the substitute item. The foregoing shall not be deemed or construed to require that the District approve any proposed substitute item that is not equal or better in all material respects to the Specified Item.

Section 14.9 Contractor Responsible for Impacts and Costs of Substitution. In connection with each request for substitution of a Specified Item, the Contractor shall bear all risks of, and be solely responsible and liable for: (i) any failure by the Contractor to request the substitution sufficiently in advance to avoid or prevent any delay in the Work or any Work by Others; (ii) any reasonable delay arising from the need to obtain approval of a proposed substitute item from the District, Architect and/or Project Manager; (iii) any costs incurred by the District, including, without limitation, administrative costs and costs of professional services of the Architect and/or Project Manager, attributable to any incomplete or unreasonable submission associated with the request; and (iv) any delays or additional costs arising from the need to procure the substitute item. In addition, except with

respect to requests for substitution of a Specified Item that is legitimately and reasonably no longer commercially available, in connection with each request for substitution of a Specified Item, the Contractor shall bear all risks of, and be solely responsible and liable for: (i) any delays arising from the need to obtain approval of a proposed substitute item from the DSA and/or other governmental entity with competent jurisdiction; (ii) any costs of professional design services necessary to process and obtain any required approvals by the DSA and/or any other governmental entity with competent jurisdiction; (iii) any costs of professional design services necessary to redesign or otherwise ensure coordination of the proposed substitute item with other portions of the Work or any Work by Others; and (iv) any costs or additional work or services necessary to fit the substitute item with adjoining portions of the Work attributable to use of the substitute item.

14.10 Disapproval of Requests for Substitution. If the District disapproves a pre-bid request for substitution of a Specified Item, the Contractor must provide the Specified Item (unless the Specified Item is no longer commercially available), without any extension of the Contract Time or increase in the Contract Price. If the District disapproves either a pre-bid or post-bid request for substitution of a Specified Item that is no longer commercially available, then, within such time as will avoid or prevent any delay in the Work or any Work by Others, the Contractor must submit an alternate proposal for substitution of the Specified Item in accordance with Sections 14.4 through 14.10, inclusive, of these General Provisions.

14.11 Purchase and Ownership of Materials and Equipment. The Contractor shall be solely responsible and liable for ensuring that the sellers and suppliers of any and all materials and/or equipment to be incorporated into the Work, and all applicable federal, State, and local taxes and other charges levied or assessed on or in connection with such materials and/or equipment, are paid when due. The District typically is exempt from federal excise taxes and, upon request, the District will provide, but will not warrant the effect of, written certification of such exemption. The Contractor shall not purchase or furnish in connection with the Work any materials or equipment subject to any chattel mortgage, conditional sale, or other interest of the seller or supplier in such materials or equipment. The Contractor shall retain ownership of, and responsibility for, all materials and equipment that the Contractor will incorporate into or otherwise use in connection with the Work unless and until such materials and equipment are incorporated into the Work and the Project has been fully completed and accepted in accordance with Section 19.9 of these General Provisions.

PART 15: HAZARDOUS EQUIPMENT, MATERIALS AND SUBSTANCES

Section 15.1 Use of Hazardous Materials in Connection with the Work. If the Contractor reasonably must use explosives or other hazardous equipment, materials or substances in order to adequately complete the Work, the Contractor must provide written notice to, and obtain the consent of, the Project Manager at least seven days prior to bringing such hazardous items onto the Project Site, unless the Project Manager waives such seven-day requirement. Such notice must identify the hazardous items and specify the date(s) the items will be used, the location on the Project Site where the items will be used, whether the items will be stored on the Project Site and, if storage is required, the proposed location and means of adequate and secure storage. The Project Manager may impose conditions on any such approval for use of hazardous equipment, materials or substances to ensure safety and protect the Work, Project and Project Site, and any such use must comply in all respects with applicable laws, rules, regulations, ordinances and orders of governmental entities with competent jurisdiction. If storage of any hazardous items at the Project Site is required, the Contractor must coordinate the location and means of storage with the Project Manager and local public officials with

competent jurisdiction. The Contractor shall be solely responsible and liable in all respects for the safe, appropriate and lawful use, handling, and storage in connection with the Work of any hazardous equipment, materials and/or substances.

Section 15.2 Hazard Communication Program. The Contractor must comply with all requirements of the Safe Drinking Water and Toxic Enforcement Act of 1986 (Health and Safety Code Section 25249.5 *et seq*.), commonly referred to as "Proposition 65," that are applicable to a "person in the course of doing business." Prior to commencing any portion of the Work, and as required by and in accordance with Cal-OSHA regulations and other applicable laws and regulations, the Contractor must develop a written hazard communication program ("HCP") that specifies, among other required matters, criteria for: (i) labeling and/or other forms of warning in regard to hazardous substances to be used in connection with performance of the Work; (ii) making available all required material safety data sheets ("MSDS") for such substances; and (iii) informing and training employees in regard to dangers and proper handling of such substances. The Contractor shall implement, maintain and enforce its HCP at all times prior to full completion of the Work. As required by law, and in addition to fulfilling any other applicable requirements in connection with performance of the Work, the Contractor must: (i) develop and provide to the Project Manager an adequate list of hazardous substances brought onto or kept at the Project Site; (ii) make required MSDS available in a readily accessible place at the Project Site; (iii) comply with requirements for giving notice to all persons who may be exposed to any chemical known to the State to cause cancer, including, without limitation, ensuring that any such substances brought onto or kept on the Project Site properly labeled; and (iv) ensure that all persons working with or in the vicinity of any such substances are informed of applicable hazards and trained in proper use and handling of such substances.

Section 15.3 Contractor Prohibited from Using Asbestos. Notwithstanding Section 15.1 of these General Provisions, in no circumstances may the Contractor use or incorporate into the Work any asbestos or asbestos-containing materials, or use or employ in connection with the Work any equipment, tools, clothing or other things that contain or incorporate asbestos or asbestos-containing materials. For purposes of the foregoing: (i) "asbestos" means any naturally occurring fibrous hydrated mineral silicate, including, without limitation, chrysotile, crocidolite, amosite, fibrous tremolite, fibrous anthophyllite, and fibrous actinolite; and (ii) "asbestos-containing materials" means materials or products formed by mixing asbestos fibers with other materials, such as cement, rock wool, plaster, cellulose, clay, vermiculite, perlite, adhesive, *et cetera*. Within seven days of the date of the Notice of Award, the Contractor must complete, execute and submit to the Project Manager the "Certification Regarding Asbestos" form included in the Required Contract Forms.

Section 15.4 Contractor Deemed Fully Aware of the Dangers of Asbestos. The Contractor shall be deemed and construed for all purposes of the Contract to have undertaken the Work with full knowledge of the currently accepted standards, hazards, risks and liabilities associated with asbestos and asbestos-containing materials. Therefore, the Contractor shall be solely responsible and liable for: (i) safely and appropriately performing, in accordance with applicable requirements, any Work that involves or relates to asbestos or asbestos-containing materials, including, without limitation, any repair, modification, rehabilitation, reconstruction, demolition, removal or other accommodation of existing structures, utilities, or other improvements; and (ii) avoiding and/or preventing use in connection with the Work, or incorporation into the Work, of any asbestos or asbestos-containing materials in violation of the prohibition set forth in Section 15.3 of these General Provisions. To the extent provided in Part 24 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Architect, the Project Manager, and the Inspector of Record, with respect to any and all costs and

other liabilities, including, without limitation, attorneys' fees, arising from the failure of the Contractor to comply with the foregoing.

Section 15.5 Consequences of Violating Prohibition Against Asbestos. In the event the Contractor incorporates into the Work any asbestos or asbestos-containing materials, otherwise is responsible for asbestos contamination on, at or in the vicinity of the Project Site, or otherwise violates the prohibition against asbestos set forth in Section 15.3 of these General Provisions, the Contractor shall be solely responsible and liable for any and all costs and/or delays attributable to: (i) correction of the Work; (ii) any and all investigations, analyses, removals, abatements, decontaminations or other actions necessary to correct the violation ("Asbestos Remediation"), including, without limitation, costs incurred by the District for additional administrative and professional services and for laboratory services, consultants, and contractors; and (iii) any injury to any person and/or damage to any property arising or alleged to have arisen from the violation.

Section 15.6 District to Arrange for Necessary Asbestos Remediation. Unless the District, in its sole discretion, elects to arrange for performance of any necessary Asbestos Remediation, the Contractor shall be responsible for causing the performance of the Asbestos Remediation. Any Asbestos Remediation must be performed in accordance with all applicable laws, regulations, ordinances and other governmental requirements, under the direct supervision of a qualified asbestos consultant who is accredited or certified by the Environmental Protection Agency ("EPA"). Any and each asbestos consultant selected by the Contractor must be acceptable to the District, in its reasonable discretion. The asbestos consultant shall select a qualified remediation contractor to perform the Asbestos Remediation, and any and each remediation contractor must be acceptable to the District, in its reasonable discretion. The Asbestos Remediation contractor must be experienced, knowledgeable, and accredited or certified by the EPA. No Asbestos Remediation shall be deemed complete or accepted until all asbestos contamination and/or asbestos-containing materials are eliminated or reduced to acceptable levels, as reasonably determined by the asbestos consultant.

Section 15.7 Discovery of Hazardous Materials During Performance of the Work. If, during performance of the Work, the Contractor encounters materials that the Contractor reasonably believes to be asbestos or a hazardous substance, and the asbestos or hazardous substance has not been rendered harmless, the Contractor must continue the Work in unaffected areas reasonably believed to be safe, but must immediately cease the Work in the area affected and report the condition, in writing, to the Project Manager. In such event, and subject to the provisions of Section 15.6 of these General Provisions in the case of asbestos, the District shall obtain the services of an independent and qualified person or company to identify the materials suspected as being asbestos or some other hazardous material, and to determine whether removal or some other corrective measures are required to render the materials harmless. The Contractor may resume work on the affected area only upon a determination that: (i) the material identified by the Contractor is not asbestos or some other hazardous material; (ii) such materials are not harmful and removal or other measures are not necessary; or (iii) removal or other measures necessary to render the materials harmless have been completed in accordance with applicable law. Any required asbestos-related work (defined in Health and Safety Code Section 25914.1) and/or hazardous substance removal (defined in Business and Professions Code Section 7058.7) that is not disclosed in the Contract Documents shall be performed pursuant to a separate District contract.

Section 15.8 Discovery of Hazardous Materials in Excavations Deeper Than Four Feet. If the Work involves digging any trenches or other excavations that extend deeper than four feet below the

surface, and the Contractor, while performing such excavation, discovers any material that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law, the District and the Contractor must comply with the provisions of Section 16.10 of these General Provisions.

Section 15.9 Delays Resulting from Discovery of Hazardous Materials. To the extent the Work or any Work by Others involves or relates to the presence, repair, modification, rehabilitation, reconstruction, demolition, removal or other accommodation of existing structures, utilities, or other improvements, the District and the Contractor shall be deemed and construed, for purposes of Public Contract Code Section 7102 and otherwise, to have anticipated that asbestos and/or other hazardous substances (including without limitation, lead, and petroleum distillates and/or by-products) may exist or be discovered during the course of the Work that may delay or otherwise disrupt the performance of the Work. In such event, the Contractor's sole remedy for any delay attributable to the investigation, analysis, removal, abatement, decontamination and/or other actions necessary to correct such condition shall be an extension of time, unless the delay continues for more than ninety days past the date the hazardous materials were discovered, in which case the Contractor shall be entitled to additional compensation, as provided in Section 13.18 of these General Provisions, for the period in excess of ninety days.

Section 15.10 Contractor Responsibility for Releases of Hazardous Substances. If any person on, at or in the vicinity of the Project Site on account of the Work dumps, pours, spills, buries, places, discharges or otherwise releases any hazardous materials, waste or substances into or onto the Project Site or property in the vicinity of the Project Site, whether intentionally or otherwise, the Contractor shall be solely responsible and liable for any and all costs and/or delays attributable to such release, including, without limitation: (i) costs of any necessary correction of the Work; (ii) any and all investigations, analyses, removals, abatements, decontaminations or other actions necessary to correct such release, including, without limitation, costs incurred by the District for additional administrative and professional services and for laboratory services, consultants, and contractors; and (iii) any injury to any person and/or damage to any property arising or alleged to have arisen from the violation. To the extent provided in Part 24 of these General Provisions, the Contractor shall indemnify, defend and hold-harmless the District, the Architect, the Project Manager, and the Inspector of Record, with respect to any and all costs and other liabilities, including, without limitation, attorneys' fees, arising from any such release.

PART 16: EXCAVATIONS AND UTILITIES

Section 16.1 Contractor Must Locate Underground Utilities and Installations. Except as the Contract Documents expressly indicate otherwise in any particular case, the existence, locations and, if available, depths of underground utilities, facilities and/or installations indicated in the Contract Documents as being on, at or in the vicinity of the Work and/or the Project Site are: (i) based on records available to the District, not on surveys or excavations prepared or performed by the District; and (ii) are to be considered approximate, not exact. The District may, but shall not be deemed or construed to be required to, indicate in the Contract Documents the location of service laterals and/or appurtenances within the vicinity of the Work if the presence of such utilities can be inferred from the presence of other visible facilities, such as buildings, meters, junction boxes, *et cetera*. Prior to commencing any excavation in connection with the Work or any other activity that reasonably might damage underground utilities, facilities or installations, the Contractor must: (i) thoroughly inspect the vicinity of

the Work for above-ground facilities, such as buildings, meters, junction boxes, *et cetera*, that might indicate the presence of underground service mains, trunklines, laterals or appurtenances; (ii) determine the exact location of any underground utilities, facilities and installations within an indicated approximate location, using air-vacuum excavation (i.e., potholing) techniques (or an underground-utility locating service to perform such services); (iii) immediately report to the Project Manager any utilities, facilities or installations located in the vicinity of the Work that are not indicated in the Contract Documents or are in a location materially different from the location indicated in the Contract Documents; and (iv) provide a written report to the Project Manager describing the exact location of all underground utilities, facilities and installations within the vicinity of the Work, including a diagram thereof, if necessary to adequately describe such exact locations. The Contractor must coordinate with and obtain the consent of the Project Manager prior to conducting any air-vacuum excavation (or any underground-utility locating service performing such services) on, at or in the vicinity of the Project Site.

Section 16.2 Contractor Must Contact Regional Notification Center. If the Work involves any trenching, boring, tunneling, digging or other excavation, the Contractor shall be solely responsible and liable for compliance with all applicable requirements of Government Code Sections 4216 through 4216.9, and with all requirements of the Contractors State License Board relating to such Government Code provisions. As required, the Contractor must, prior to commencing any excavation, contact the appropriate Regional Notification Center and obtain an Underground Service Alert identification number and provide such identification number to the Project Manager. The Contractor must contact the Regional Notification Center for any necessary revalidation of the identification number, prior to it expiring. If the Contractor will be excavating within the approximate location of any subsurface installation, except as agreed by the Project Manager that use of hand-tools will be acceptable, the Contractor must provide written notice to the operator(s) of the subsurface installation of the Contractor's intent to use, and make reasonable attempts to obtain such operator(s) consent for use of, air-vacuum excavation techniques (i.e., potholing) to determine the exact location of the subsurface installation. The Contractor shall be responsible for any and all additional costs and/or delays in the Work or any Work by Others arising from any failure by the Contractor to timely comply with the requirements described in this Section.

Section 16.3 Main or Trunkline Utilities Not Identified in Contract Documents. In accordance with Government Code Section 4215, if the Contractor, while performing the Work, discovers utility facilities not identified by the District in the Contract Documents, the Contractor shall immediately provide written notice to the District and the applicable utility company. The public utility, if it owns the utility facilities, shall have the sole discretion to perform any necessary repairs or relocation work or to permit the Contractor to do such repairs or relocation work at a reasonable price. The District shall not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Project Site can be inferred from the presence of other visible facilities, such as buildings, meter and junction boxes, on or adjacent to the Project Site. The District shall be responsible for the timely removal, relocation, or protection of existing main or trunkline utility facilities located on the Project Site, if such utilities are not identified by the District in the Contract Documents. The District shall compensate the Contractor for the costs of locating, repairing damage not due to the failure of the Contractor to exercise reasonable care, and removing or relocating such main or trunkline utility facilities not indicated in the Drawings and Specifications with reasonable accuracy, and for equipment used in connection with the Work necessarily idled during such work. The Contractor shall not be assessed liquidated damages for delay in completion of the Work, when such delay was caused by the failure of the District or the owner of the utility to provide for removal or relocation of such main

or trunkline utility facilities. The provisions of this Section 16.3 shall not be deemed or construed to preclude the District from requiring changes in the Work that will eliminate the need to remove and/or relocate any utility facilities.

Section 16.4 Responsibility for Cost of Relocating Utility Facilities. The Contractor shall be solely responsible and liable for all costs to locate, repair, remove, relocate and/or protect any and all utility facilities (including, without limitation, main and trunkline facilities, service laterals, and appurtenances) as may be required in connection with the Work, except to the extent: (i) the Contractor can provide reasonable documentary evidence, satisfactory to the District, that the owner of the utility facilities has concurred that it is responsible for and will pay such costs; and/or (ii) the District is responsible in accordance with Section 16.3 of these General Provisions for the costs relating to main or trunkline utility facilities not indicated in the Drawings and Specifications with reasonable accuracy.

Section 16.5 Contractor Must Obtain and Pay for Utility Services. Unless the Contract Documents expressly provide otherwise, the Contractor must submit required applications, arrange, and pay all fees for: (i) all temporary utility connections and service facilities required in connection with performance of the Work; (ii) all utilities consumed in connection with performance of the Work; and (iii) all permanent utility connections and service facilities included within the scope of the Work. The Contractor must give written notice to the Project Manager not less than five days prior to installation, in connection with the Work, of any utility meter or other similar equipment on, at or in the vicinity of the Project Site that is to be owned by the applicable utility company, not by the District. The District shall reimburse to the Contractor the actual documented cost, without any increase for overhead, profit or other costs or charges by the Contractor, of connection fees for permanent utilities that will serve the completed Project.

Section 16.6 Contractor Must Coordinate with Utility Companies. Sufficiently in advance in order to avoid and/or prevent any delay in the Work or any Work by Others, the Contractor must coordinate each portion of the Work involving or requiring construction of, or connection to, utility facilities (including, without limitation, any relocation of facilities) with the applicable utility company. In any case that the owner of a utility has the option of performing any required work, but such owner permits the Contractor to perform such work, the Contractor must perform such work in compliance with all requirements of such owner.

Section 16.7 Contractor Must Have Permit for Excavations. The Contractor must not commence any excavations required in connection with the Work until the Contractor or the appropriate Subcontractor has: (i) applied for and obtained all necessary permits for the excavations, including, without limitation, any OSHA and Cal-OSHA permits; (ii) provided a copy of each such permit to the Project Manager; and (iii) posted a copy of each such permit in a prominent location on the Project Site. The Contractor must immediately notify the Project Manager in writing if any such permit is revoked prior to the District issuing a Notice of Completion for the Work.

Section 16.8 Contractor Must Protect Adjacent Improvements. The Contractor shall be solely responsible and liable for protecting all completed and in-progress Work, any Work by Others, the Project Site, and all on-site and off-site improvements and properties, in the vicinity of each excavation undertaken in connection with the Work. The foregoing shall be deemed to require that the Contractor, among other things, ensure that improvements and properties in the vicinity of the excavation are protected from settlement, loss of lateral support, *et cetera*.

Section 16.9 Trench Safety Plans for Trenches Deeper Than Five Feet. If the Contract Price exceeds $25,000, then prior to undertaking the excavation of any trench that will or reasonably might be five feet or more in depth, the Contractor must comply with all requirements of Section 11.7 of these General Provisions relating to Trench Safety Plans. Neither the foregoing nor the provisions of Section 11.7 of these General Provisions shall be deemed or construed to impose tort liability upon the District.

Section 16.10 Differing Conditions in Excavations Deeper Than Four Feet. If the Work involves digging any trenches or other excavations that extend deeper than four feet below the surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the District, in writing, of any: (i) material discovered during such excavation that the Contractor believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (ii) subsurface or latent physical conditions at the Project Site differing from those indicated in information made available to the Contractor before it submitted its bid for the Work; or (iii) unknown physical conditions at the Project Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The District shall promptly investigate any such conditions identified by the Contractor. If the District determines that such conditions exist and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of the Contract, the District shall issue a Change Order or Construction Change Directive in accordance with the procedures set forth in these General Provisions. In the event a dispute arises between the District and the Contractor in regard to whether any such condition actually exists, or causes a decrease or increase in the Contractor's cost of, or time required for, performance of the Contract, the Contractor shall not be excused from completing all Work in accordance with the milestones set forth in the Master Construction Schedule, but shall proceed with all Work to be performed pursuant to the Contract Documents. However, the Contractor shall retain all rights in such regard as provided by law or the Contract, and the Contractor may file a Claim in accordance with the Contract Documents.

PART 17: CHANGES IN THE WORK

Section 17.1 Authorization Required for Changes in the Work.

Subsection 17.1.1 District Approval of Changes Required. The Contractor must perform all Work in strict accordance with the DSA approved Drawings and Specifications and other Contract Documents, as those may from time to time be amended, supplemented, or otherwise modified. Except for the District and except to the extent of the Architect's authority to issue Architect Field Directives, no person or entity (including, without limitation, the Architect, Project Manager and Inspector of Record) has the unilateral authority to order any changes in the Work or to make any changes in the Drawings, Specifications or other Contract Documents. Absent a duly authorized Change Order, Construction Change Directive or Architect Field Directive, the Contractor must not change the Work, or permit any changes in the Work to occur, including, without limitation, any substitution, addition, omission, deviation or other change. Notwithstanding anything to the contrary, in order to be valid and enforceable against the District, each Change Order and Construction Change Directive must have been approved by the District Board directly or, as described in Section 2.1 of these General Provisions, the District Board must have delegated to the Authorized District Officer the authority to approve such Change Order or Construction Change Directive. Notwithstanding the foregoing or anything that may be construed to the contrary, if and to the extent the Contract Price includes an allowance and/or contingency within the control and/or direction of the District (including, without limitation, an Unforeseen Cost Allowance), the Authorized District Officer may apply some or all of the

allowance and/or contingency, and may provide for associated adjustments to the Contract Time, without need for a corresponding Change Order or Construction Change Directive.

Subsection 17.1.2 DSA Approval of Certain Changes. In circumstances in which the DSA must approve changes to the Work, the Architect will be responsible for obtaining such DSA approval. Although subject to change, the DSA presently may approve changes in the Work by means of a Construction Change Document ("CCD") process. The Architect may seek CCD approval of any Change Order, Construction Change Directive, Architect Field Directive, or other document describing the Work or changes in the Work. Because such documents may be grouped together for purposes of obtaining DSA approval, a CCD as approved by the DSA will not necessarily correspond in reference-number or content to Change Orders or other documents issued pursuant to the Contract Documents.

Subsection 17.1.3 Direction to Proceed With Changes. An Authorized District Officer may determine that it is necessary, in order to prevent delays in the Work, to direct the Contractor to proceed with changes in the Work that are included in a proposed Change Order, but the Change Order has not yet been approved or ratified by the District Board. In such event, the Authorized District Officer, to the extent so authorized, may issue written instructions to the Contractor to implement and proceed with such changes (each a "Construction Change Directive"). However, in no event may the Contractor receive any payment on account of any Work performed pursuant to a Construction Change Directive until the District Board has approved or ratified the corresponding Change Order.

Subsection 17.1.4 Responsibility for Unauthorized Changes. Except to the extent a Change Order expressly identifies and/or describes specific deviations from the requirements of the Specifications or other Contract Documents, the Work to be performed pursuant to the Change Order must conform in all respects to the requirements of the Specifications and other Contract Documents. Regardless of whether an unauthorized change in the Work occurs in connection with any Change Order, the Contractor shall be responsible for any and all costs and/or delays attributable to unauthorized changes in the Work from what is required pursuant to the Contract Documents, including, without limitation, all costs of any replacement or other correction of the Work and all costs incurred by the District for additional administrative and professional services in connection with such correction. In addition, the Contractor shall be deemed and construed to have waived any and all rights to any compensation for any change in the Work that was not duly authorized prior to being commenced or otherwise implemented.

Section 17.2 Changes Required by Change Order. Subject to the provisions of this Part 17 and other requirements of the Contract Documents, the District may at any time issue an amendment to the Contract for purposes of ordering change(s) in the Work to be performed pursuant to the Contract, adjustment(s) in the Contract Price and/or Contract Time, or other change(s) in the requirements of the Contract (each a "Change Order"). As provided in this Part 17, a Change Order may be unilateral if issued without approval by the Contractor or mutual if the District and the Contractor have both approved the Change Order. The Architect shall prepare each Change Order and, upon taking effect, a Change Order shall constitute one of the Contract Documents and shall be subject to all other applicable provisions of the Contract Documents as if originally included therein. In no event shall any Change Order be deemed or construed to invalidate the Contract. The Contractor must implement the changes specified in a Change Order promptly or by such time as specified in the Change Order. The Contractor must perform all work necessary to complete any change(s) specified in a Change Order in accordance with all provisions of the Contract, except as any such provisions are expressly modified by the Change Order.

Section 17.3 Changes Required by Architect Field Directive. At any time and without invalidating the Contract, the Architect may issue a written directive requiring any minor changes in the Work that are consistent with the intent of the Contract Documents and that do not require an adjustment in the Contract Price or Contract Time (each an "Architect Field Directive"). An Architect Field Directive will be substantially in the form included in the Required Project Forms. An Architect Field Directive must be certified by the Architect and acknowledged by the District and the Project Manager in order to be valid and binding on the Contractor. Upon taking effect, an Architect Field Directive shall constitute one of the Contract Documents and shall be subject to all other applicable provisions of the Contract Documents as if originally included therein. The Project Manager shall be responsible for providing a copy of each executed Architect Field Directive to the Inspector of Record, but no failure to provide or to timely provide an Architect Field Directive to the Inspector of Record shall invalidate such Architect Field Directive. The Contractor's approval of an Architect Field Directive shall not be required, and the Contractor must implement each minor change specified in an Architect Field Directive promptly or by such time as specified in the Architect Field Directive.

Section 17.4 Changes Required by Unilateral Change Order. At any time and without invalidating the Contract, the District may issue a Change Order to require any changes in the Work that are within or consistent with the general scope of the Contract and/or the Project. In order to be binding on the Contractor, each such unilateral Change Order must be signed by the District, the Architect, and the Project Manager. The Contractor's approval of a unilateral Change Order shall not be required, and the Contractor must implement each change specified in a unilateral Change Order promptly or by such time as specified therein. The District may, but shall not be required to, issue a unilateral Change Order in any case that the District and the Contractor have been unable to agree on the terms of a requested mutual Change Order. A unilateral Change Order may direct that any Work pursuant to the Change Order be performed on a time-and-materials, lump-sum, or unit-price basis. **IF THE CONTRACTOR DISAGREES WITH ANY OF THE TERMS OF A UNILATERAL CHANGE ORDER THAT THE CONTRACTOR DID NOT SIGN TO INDICATE ACCEPTANCE OF SUCH CHANGE ORDER, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 17.5 OF THESE GENERAL PROVISIONS.**

Section 17.5 Mandatory Notice of Disagreement Regarding Contract Price or Time. The Contractor may provide written notice to the District, the Architect and the Project Manager if the Contractor: (i) reasonably believes that the implementation of any Bulletin, Interpretation or Clarification will require an adjustment to the Contract Price and/or Contract Time that is not set forth in a corresponding Change Order; (ii) reasonably believes that it is entitled to an adjustment of the Contract Price and/or Contract Time on account of a change required pursuant to an Architect Field Directive; or (iii) reasonably disagrees with the adjustment to the Contract Price and/or the Contract Time, if any, set forth in a unilateral Change Order. Any such notice must set forth in reasonable detail all bases asserted by the Contractor in support of its position that it is entitled to an adjustment of the Contract Price and/or Contract Time, or that any specified adjustment of the Contract Price and/or Contract Time is not adequate. **THE CONTRACTOR MUST PROVIDE SUCH NOTICE PRIOR TO COMMENCING ANY WORK OR OTHERWISE IMPLEMENTING THE APPLICABLE BULLETIN, INTERPRETATION, CLARIFICATION, ARCHITECT FIELD DIRECTIVE OR UNILATERAL CHANGE ORDER, OR WITHIN THREE DAYS OF THE ISSUANCE OF SUCH DOCUMENT, WHICHEVER IS SOONER**.

Section 17.6 Consequences of Failure to Provide Mandatory Notice. The purpose of the written notice required pursuant to Section 17.5 of these General Provisions is to permit the District to evaluate the Contractor's bases for believing that it is entitled to an adjustment, or a further

adjustment, to the Contract Price and/or Contract Time and, as appropriate: (i) order any such adjustment or further adjustment to the Contract Price and/or Contract Time; (ii) order the Contractor to proceed without any adjustment or further adjustment to the Contract Price and/or Contract Time; (iii) modify the Work and/or the Project to resolve the matter; or (iv) forego a change in the Work and/or the Project. Therefore, if the Contractor fails to provide such notice prior to commencing any work or otherwise implementing any change required pursuant to an applicable Bulletin, Interpretation, Clarification, Architect Field Directive or unilateral Change Order, or fails to provide such notice within three days of the issuance of the Bulletin, Interpretation, Clarification, Architect Field Directive or unilateral Change Order, whichever is sooner, the Contractor shall be deemed and construed to have waived any and all rights to any adjustment in the Contract Price and/or Contract Time on account thereof. **THE GIVING OF AN APPLICABLE NOTICE PURSUANT TO SECTION 17.5 OF THESE GENERAL PROVISIONS SHALL BE A CONDITION PRECEDENT TO THE CONTRACTOR HAVING ANY RIGHT, WHETHER PURSUANT TO A CLAIM FILED IN ACCORDANCE WITH PART 25 OF THESE GENERAL PROVISIONS OR OTHERWISE, TO SEEK OR OBTAIN AN ADJUSTMENT (OR FURTHER ADJUSTMENT) OF THE CONTRACT PRICE AND/OR CONTRACT TIME ON ACCOUNT OF AN APPLICABLE BULLETIN, INTERPRETATION, CLARIFICATION, ARCHITECT FIELD DIRECTIVE OR UNILATERAL CHANGE ORDER.**

Section 17.7 Changes Requested by the District. The District may at any time request that the Contractor propose any adjustments to the Contract Price and/or Contract Time attributable to any change(s) in the Work or other requirements of the Contract desired by the District (each a "Request for Proposal" or "RFP"). The Architect shall prepare each RFP in writing and submit it to the Contractor with all information reasonably necessary to permit the Contractor to determine the nature and scope of the proposed change(s), including, without limitation, any Drawings and Specifications. Within seven days of receipt of an RFP, and without additional compensation, the Contractor must provide to the District, the Architect and the Project Manager a written proposal setting forth any proposed adjustments to the Contract Price and/or Contract Time that the Contractor reasonably believes are appropriate considering the nature and scope of the proposed change(s). Each proposal that includes a proposed adjustment to the Contract Price must be accompanied by an estimate of the effect (whether additive or deductive) of the change(s) on the Contract Price ("Change Order Cost") detailed by one of the methods specified in Section 17.9 of these General Provisions. Each proposal that includes a proposed adjustment to the Contract Time must set forth the impact of the proposed change(s) on any milestones and on the critical path of the Work as set forth in the Master Construction Schedule, not just specify an increase in the number of days desired for completion of all Work. The District may accept the Contractor's proposal in regard to a Change Order, may attempt to negotiate terms for a Change Order that are different from those proposed by the Contractor, or may determine not to further pursue the change(s) originally desired by the District. If the District and the Contractor are able to agree on all terms of a Change Order, the Architect will prepare the Change Order to include all such terms.

Section 17.8 Changes Requested by the Contractor. The Contractor may at any time request that the District issue a Change Order to provide for adjustments to the Contract Price and/or Contract Time attributable to any change(s) in the Work or other requirements of the Contract desired by, or required of, the Contractor (each a "Change Order Request"). The Contractor may, not as a limitation, base a Change Order Request on a Claim asserted by the Contractor. The Contractor must prepare each Change Order Request in writing and must submit it to the District, the Architect and the Project Manager with: (i) all information reasonably necessary to permit the District, Architect and Project Manager to determine the nature and scope of the proposed change(s); and (ii) the proposed adjustments to the Contract Price and/or Contract Time, if any, that the Contractor reasonably believes are appropriate considering the nature and scope of the proposed or other change(s). The Contractor

must submit each Change Order Request a sufficient time in advance of when the change must be implemented in order to avoid and/or prevent any delay in the Work or the Project. Each Change Order Request that includes a proposed adjustment to the Contract Price must be accompanied by an estimate of the Change Order Cost detailed in accordance with one of the methods specified in Section 17.9 of these General Provisions. Each Change Order Request that includes a proposed adjustment to the Contract Time must set forth the impact of the proposed or other change(s) on any milestones and on the critical path of the Work as set forth in the Master Construction Schedule, not just specify an increase in the number of days desired for completion of all Work. The District may agree to the terms set forth in a Change Order Request, may attempt to negotiate terms for a Change Order that are different from those proposed by the Contractor, or may determine not to agree to the Change Order Request. If the District and the Contractor are able to agree on all terms of a Change Order Request, the Architect will prepare the Change Order to include all such terms.

Section 17.9 Determining Effect of Change on Contract Price. In response to an RFP or in connection with a Change Order Request, the Contractor must prepare a written estimate of the Change Order Cost, which must include a complete itemization of all materials, labor and other costs, whether additive or deductive, that affect the Contract Price, including, without limitation, estimates of hours of labor required, wage rates, material quantities, unit prices, *et cetera*. The District in its sole discretion may require that the Contractor provide any estimate of the Change Order Cost, or some portion thereof, on: (i) a "time and materials" basis as described in Section 17.10 of these General Provisions; (ii) a lump-sum basis as described in Section 17.11 of these General Provisions; and/or (iii) a unit-price basis as described in Section 17.12 of these General Provisions. Upon request, the Contractor must furnish to the Architect and the Project Manager such information as reasonably substantiates wage rates, bond premiums or other amounts included in an estimate. No work may be performed on a time-and-materials basis or unit-price basis if the cost thereof will exceed the ten percent limit set forth in Public Contract Code Section 20118.4, and the District may include in any Change Order providing for completion of required change(s) on either such basis a condition on payment that the final Change Order Cost not exceed such limit.

Section 17.10 Determining Change Order Cost Based on Time and Materials. In the event the District requests that an estimate of a Change Order Cost, or portion thereof, be prepared on a time-and-materials basis, the Contractor must provide an itemization of the estimated costs of all time, materials and equipment necessary to complete the required change(s). Each unit-price estimate must include the cost components and conform to all associated requirements specified in Section 17.13 of these General Provisions, except that the Contractor must make reasonable and good-faith efforts to estimate and include in the estimate the maximum number of hours of labor in the various job classifications, and the maximum quantities of materials, required to complete the required change(s) on a time-and-materials basis.

Section 17.11 Determining Change Order Cost Based on Lump Sum Proposal. In the event the District requests that an estimate of a Change Order Cost, or portion thereof, be prepared on a lump-sum basis, the Contractor must provide an itemization of the costs of all time, materials and equipment necessary to complete the proposed change(s). Each lump-sum estimate must include the cost components and conform to all associated requirements specified in Section 17.13 of these General Provisions as being applicable to time-and-materials estimates. Upon being approved by the Parties, a lump-sum estimate shall in all circumstances be deemed and construed to be the agreed Change Order Cost regardless of the total time, number of hours of labor, quantities of materials, *et cetera*, actually required to complete or otherwise implement the proposed change(s).

Section 17.12 Determining Change Order Cost Based on Unit Pricing. In the event the District requests that an estimate of a Change Order Cost, or portion thereof, be prepared on the basis of unit-prices, the Contractor must provide an itemization of the costs of all time, materials and equipment necessary to complete each logical, defined or specified unit of the proposed change(s). The Contractor must make reasonable and good-faith efforts to estimate the maximum number of each logical, defined or specified unit required to complete the proposed change(s) on a unit-price basis. Each unit-price estimate must include the cost components and conform to all associated requirements specified in Section 17.13 of these General Provisions as being applicable to time-and-materials estimates. Upon being approved by the Parties, a unit-price estimate shall in all circumstances be deemed and construed to be the Change Order Cost for each unit, regardless of the number or cost of such units actually required to complete or otherwise implement the proposed change(s).

Section 17.13 Cost Components to be Included in All Estimates. Each estimate prepared by the Contractor in response to an RFP or in connection with a Change Order Request or other request by the District or Contractor must include the cost components and conform to all requirements specified in this Section. The District and/or the Project Manager may require that reasonable additional or modified cost components or information be included in any necessary cost estimate. Notwithstanding the foregoing, and except as provided in Section 17.6 of these General Provisions, because the Unforeseen Cost Allowance is within the Contract Price, each cost estimate prepared in connection with use of some or all of the Unforeseen Cost Allowance shall exclude: (1) General Markup pursuant to Clause (v) of this Section; and (2) Bond Markup pursuant to Clause (vi) of this Section. Subject to the foregoing, each cost estimate must include the cost components and must conform to all associated requirements as follows:

(i) Labor Costs: Itemize all job classifications for labor necessary to complete the proposed change(s), direct hourly wage rates, and the estimated total number of hours in each job classification required to complete the change(s). Separately itemize any employer-paid payroll taxes, insurance, benefits and other costs attributable to such labor. Do not include off-site management, supervision and/or administration in this cost component, as the compensation for such costs shall be deemed to be included within the Contractor's general markup.

(ii) Materials Costs: Itemize (in sufficient detail to identify) all materials necessary to complete the proposed change(s), quantities required, taxes, and any delivery costs. The amounts itemized in this cost component must be reduced by the full amount of any credits and/or discounts given in connection with obtaining the materials, as described in Section 17.15 of these General Provisions.

(iii) Equipment Costs: Itemize all equipment necessary to complete the proposed change(s), hourly costs of rental or operations, and total number of hours required. Separately itemize any rented or leased equipment from any owned equipment. Separately itemize any equipment cost that is based on a per-load amount. Do not include in this cost component any hand tools, equipment with a value of less than $1,000, or equipment with a daily rental rate of less than $500, as the compensation for such items shall be deemed to be included within the Contractor's general markup. Also do not include in this cost component the rental of any equipment if other suitable

equipment already is available at the Project Site, unless the use of such equipment would unreasonably delay the Work or any Work by Others.

(iv) Subtotal: Calculate the sum total of the labor, materials, and equipment costs determined in accordance with the foregoing clauses (i), (ii) and (iii).

(v) General Markup: Specify an amount, in no event in excess of twelve and one-half percent of the subtotal amount calculated in accordance with the foregoing clause (iv), which shall be deemed and construed to fully compensate the Contractor for overhead, profit and all other direct and indirect costs (other than bond markup) attributable to the proposed change(s), including, without limitation, any and all costs of research; negotiations; preparation of estimates and other documents; insurance; home-office overhead; on-site and off-site supervision; interference, delay, acceleration and other effects on the Work; warranties; protection facilities; materials handling; supplies; safety equipment; and hand tools, equipment with a value of less than $1,000, and equipment with a daily rental rate of less than $500. Notwithstanding the foregoing, any portion of the work necessary to complete the proposed change(s) to be performed by any Subcontractor must not include a markup by the Subcontractor in excess of ten percent, or a markup by the Contractor in excess of five percent, of the total labor, materials and equipment included within such subcontracted work.

(vi) Bond Markup: Specify an amount, in no event in excess of one percent of the subtotal amount calculated in accordance with the foregoing clause (iv), to compensate the Contractor for any additional bonding costs incurred in connection with the work necessary to complete the proposed change(s). Do not include any such amount if no additional bonding costs will be incurred.

(vii) Change Order Cost: Calculate the total Change Order Cost, which shall be the sum total of the subtotal amount calculated in accordance with the foregoing clause (iv), the general markup specified in accordance with the foregoing clause (v), and any bond markup specified in accordance with the foregoing clause (vi).

Section 17.14 Deductive or Reduced Change Order Costs. Any RFP or Change Order Request may propose any reduction in the amount and/or scope of the Work, regardless of whether the RFP or Change Order Request also proposes any additional or increased amount and/or scope of the same or other portions of the Work. In such event, the estimate prepared by the Contractor in response to the RFP or in connection with the Change Order Request must include the same cost components and conform to all associated requirements specified in Section 17.13 of these General Provisions, except that the estimate must determine the deduction from the Contract Price attributable to the reduction in the amount and/or scope of the Work. If an RFP or Change Order Request specifies only deductive changes(s), the Change Order Cost in its entirety will represent a deduction from the Contract Price. When both deductive change(s) and additive change(s) are specified in an RFP or Change Order Request, the Change Order Cost shall be based on the net effect on itemized costs, including, without limitation, general markup and bond markup.

Section 17.15 Discounts and Refunds Deducted from Change Order Costs. The Contractor must make reasonable efforts to obtain or otherwise secure any and all discounts, rebates, refunds and/or offsets that may be available with respect to materials, equipment and supplies necessary, or no longer necessary, in connection with any change(s) in the Work or other requirements of the Contract. The Contractor must include in each estimate prepared in accordance with Section 17.13 of these General Provisions any such discounts, rebates, refunds and/or offsets as reasonably may be available. In the case of any change(s) completed on a time-and-materials basis or a unit-price basis, the Contractor must document any and all discounts, rebates, refunds and/or offsets as provided in Section 17.17 of these General Provisions.

Section 17.16 Substantiation of Subcontractor Pricing Included in Estimates. If an estimate includes any work by a Subcontractor of any tier or materials provided by any materialman, the Contractor must furnish to the Architect and the Project Manager: (i) a detailed estimate, prepared and signed, as applicable, by the Subcontractor or materialman, of the cost for labor, material, equipment, markup, *et cetera*; and (ii) such information as reasonably substantiates wage rates, bond premiums or other amounts included in the estimate, including, without limitation, any markup by the Subcontractor. Notwithstanding the limitations in Section 17.13 of these General Provisions on General Markup and Bond Markup in cost estimates prepared in connection with the use of some or all of the Unforeseen Cost Allowance, the Contractor may include in such estimates an amount for General Markup and Bond Markup of any Subcontractor necessary for performance of the associated Allowance Work, subject to limitations specified in Clauses (v) and (vi) of Section 17.13 and without additional markup by the Contractor.

Section 17.17 Substantiation of Time and Materials and Unit-Price Costs.

Subsection 17.17.1 Requirement for Notice. The Contractor must not commence performance of any portion of the Work authorized to be performed on a time-and-materials basis or a unit-price basis unless the Contractor gives notice at least twenty-four hours in advance to the Project Manager and the Inspector of Record that such Work will be commencing, so that they may be present during performance of such Work.

Subsection 17.17.2 Requirements for Daily Time and Materials Reports. The Contractor must obtain the Inspector of Record's signature on a copy of the "Daily Time and Materials Report" form included in the Required Project Forms for each day during the performance of the Work, specifying: (i) the identification number assigned to that portion of the Work; (ii) the location and description of such Work; (iii) the job classifications, names and social security numbers of the workers performing such Work; (iv) the materials used in performing such Work; and (v) the equipment used in performing such Work, other than tools and equipment included within the Contractor's general markup. The Contractor must: (i) obtain the Inspector of Record's signature the day Work described on a Daily Time and Materials Report is performed, or, if agreed by the Inspector of Record, the following day; and (ii) provide a copy of each Daily Time and Materials Report to the Inspector of Record upon obtaining his or her signature, or allow the Inspector of Record to copy the Daily Time and Materials Report at such time. Upon request, the Contractor must also submit any other relevant information as the District may require, including, without limitation, copies of wage rates as included in certified payroll records, receipts, payment invoices, shipping invoices, bills of lading, *et cetera*. If the Contractor fails to provide documentary evidence or other information sufficient to substantiate the amount and/or costs of Work performed on a time-and-materials basis or unit-price basis, the District, in its reasonable discretion, may determine such amounts and/or costs. **IN ORDER TO AVOID ANY VIOLATION OF PUBLIC CONTRACT CODE SECTION 20118.4, THE CONTRACTOR MUST PROVIDE**

WRITTEN NOTICE TO THE PROJECT MANAGER IF AND WHEN THE COST OF ANY WORK PERFORMED ON A TIME-AND-MATERIALS BASIS REACHES SEVENTY-FIVE PERCENT OF THE CHANGE-ORDER LIMIT SPECIFIED IN SECTION 20118.4, i.e., SEVENTY-FIVE PERCENT OF THE GREATER OF $15,000 OR TEN PERCENT OF THE ORIGINAL CONTRACT PRICE.

Subsection 17.17.3 Requirements for Separate Accounting Records. If the Contractor performs any Work (whether pursuant to the original Contract, any Change Order, or otherwise) on a time-and-materials basis or a unit-price basis, the Contractor must adequately document all labor, materials and equipment used and/or consumed in connection with such Work. The Contractor must prepare and maintain separate cost-accounting records, in accordance with generally accepted accounting standards and principles, for each portion of the Work performed on a time-and-materials basis or unit-price basis, and shall make such accounting records available to the District, the State, and other parties to the same extent as required pursuant to the Contract Documents for other accounting records related to the Work.

Section 17.18 Changes Required Based on Bid Alternates. Notwithstanding anything to the contrary, the District may issue a Change Order to require any change(s) in the Work or in other requirements of the Contract as specified in any additive or deductive alternates included in the Contractor's bid. If the Contractor fails to agree to a Change Order that would implement any such additive or deductive alternate, the District may issue a unilateral Change Order to implement the required change(s).

Section 17.19 Change Orders Include Full and Final Compensation. Except as expressly set forth in any particular Change Order, each Change Order shall be deemed and construed to include all adjustments to the Contract Price and/or Contract Time attributable to the work and/or other change(s) required pursuant to the Change Order, including, without limitation, any and all extensions of time and overhead, acceleration costs, profit, general conditions costs, expenses, and other direct and indirect costs and expenses of such work and/or changes. In addition, each Change Order shall be deemed and construed to include all necessary adjustments attributable to cumulative impacts of that and any and all preceding Change Orders, whether such impacts relate to scheduling, productivity or other matters. By signing a Change Order, the Contractor shall be deemed and construed to have waived any and all Claims and rights to any adjustments to the Contract Price and/or Contract Time other than as are set forth in the Change Order, and the Contractor may not thereafter attempt to hold the District responsible for any interference, delay, acceleration, or other effect on the Work and/or additional costs attributable to the change(s) required pursuant to the Change Order. The foregoing shall not be deemed to preclude compensation to the Contractor on a time-and-materials, unit-price or similar basis if authorized pursuant to a Change Order.

Section 17.20 Alterations to Directives and Change Orders Prohibited. The Contractor must not alter any Architect Field Directive, Construction Change Directive or executed Change Order, and no such alteration shall be valid or binding in any respect whatsoever on the District or any other party. The Contractor must perform the change(s) required pursuant to any such Architect Field Directive, Construction Change Directive or executed Change Order in strict accordance with the provisions therein, and shall be responsible and liable for any and all costs and/or delays arising from any failure by the Contractor to so perform.

Section 17.21 Liability for Non-Conforming Work. The Contractor shall be responsible and liable for, and District shall not be liable and shall not pay for, any change in the Work if such change is

necessary as a consequence of any Work that was negligently performed, is defective, or otherwise does not conform with requirements of the Contract Documents, whether because the Contractor failed to properly coordinate, schedule or supervise such portion of the Work or for any other reason that is not the result of the active negligence, sole negligence, or willful misconduct of the District or any of the District Agents or District Consultants.

PART 18. UNFORESEEN COST ALLOWANCE

Section 18.1 Authorized Uses of Allowance. The Bid Documents may have required that an allowance for unforeseen costs and conditions be included in the Contract Price ("Unforeseen Cost Allowance"). In such event, and subject to the other provisions of this Section, some or all of the Unforeseen Cost Allowance may be used to pay costs of work not within the then-applicable scope of the Work ("Allowance Work") that is needed as a result of: (i) changes in design of the Project, after commencement of the Work, that are required to satisfy DSA, regulatory, or other applicable requirements, or that are necessary as a result of ambiguities in the approved Drawings and Specifications; (ii) physical conditions in, at, or under the Project Site that either were not disclosed to the Contractor or that the Contractor reasonably could not have discovered during its inspection of the Project Site as described in the Contractor's executed Certification Regarding Site Visit; and/or (iii) other Project-related factors as determined by the District in its sole discretion. In any and each case, the Architect and/or the District shall determine and direct, or shall approve, the scope and extent of Allowance Work.

Section 18.2 District Authority. For avoidance of doubt, and notwithstanding anything else in this Part 18, the use of the Unforeseen Cost Allowance to pay costs for Allowance Work shall be exclusively as determined by the District in its sole and absolute discretion. In addition, because the Unforeseen Cost Allowance is within the approved Contract Price, it shall not be necessary for the District to obtain District Board approval of any Allowance Work or use of the Unforeseen Cost Allowance as a condition precedent to District authorizing or directing Allowance Work or use of the Unforeseen Cost Allowance or, in such event, for such authorization or directive to be binding on the Contractor.

Section 18.3 Requests for Use of Allowance. The District may request that the Contractor propose any adjustments to the Contract Price and/or Contract Time attributable to Allowance Work that the District determines necessary, using the Request for Proposal process described in Section 17.7 of these General Provisions, in which event the provisions of Section 17.7 shall be reasonably construed to apply to the applicable Allowance Work, not a proposed Change Order. The Contractor may request any adjustments to the Contract Price and/or Contract Time attributable to Allowance Work that the Contractor determines necessary, using the Change Order Request process described in Section 17.8 of these General Provisions, in which event the provisions of Section 17.8 shall be reasonably construed to apply to the Allowance Work, not a proposed Change Order.

Section 18.4 Associated Time Impacts. The District and the Contractor may agree that the performance of Allowance Work will adversely impact the critical path of the Project and, therefore, require an extension of time for performance of the Work. In such event, the Parties shall attempt to agree on an extension of the Contract Time appropriate to accommodate such Allowance Work; provided that no extension of the Contract Time shall occur in the absence of an adverse impact on the critical path of the Project.

Section 18.5 Determining Allowance Work Costs. Upon receipt of a request from the District as described in Section 18.3, above, or in conjunction with the Contractor submitting a request as described in Section 18.3, above, and without limiting anything else in this Part 18, the Contractor shall provide an estimate of the costs of the Allowance Work that is consistent with whichever of Sections 17.10, 17.11 or 17.12 of these General Provisions is applicable, and that includes all of the cost components described in Section 17.13 of these General Provisions. Notwithstanding the foregoing, and because the Unforeseen Cost Allowance is already a part of the Contract Price, in no event shall the estimated or actual costs of Allowance Work include any amounts attributable to the Contractor's "General Markup" or "Bond Markup," as those terms are described Section 17.13 of these General Provisions. If and to the extent a Subcontractor is required to perform a portion of the Allowance Work, the Contractor may include in the estimated or actual costs of Allowance Work such amounts as are attributable to the Subcontractor's General Markup and/or Bond Markup, on a pass-through basis only.

Section 18.6 District Directive to Proceed with Allowance Work. If the Parties are unable to agree on whether the critical path of the Project will be adversely impacted by any Allowance Work, or if the Parties are unable to agree on an extension of the Contract Time needed to accommodate Allowance Work that they agree will adversely impact the critical path of the Project, then: (i) the District, unilaterally and without invalidating the Contract, may require that the Contractor immediately proceed with Allowance Work subject to such terms and conditions as the District unilaterally directs in writing, including, without limitation, associated changes in the Contract Price and/or Contract Time; (ii) the Contractor's approval of such District directive shall not be required, but the Contractor may sign and return a copy of the directive to indicate acceptance of its terms; and (iii) following receipt of the District directive, the Contractor shall immediately proceed with the Allowance Work as set forth in the directive. **IF THE CONTRACTOR DISAGREES WITH ANY OF THE TERMS OF ANY SUCH DISTRICT DIRECTIVE THAT THE CONTRACTOR DID NOT SIGN TO INDICATE ACCEPTANCE, THE CONTRACTOR MAY PROVIDE NOTICE AS PROVIDED IN SECTION 17.5 OF THESE GENERAL PROVISIONS.** In the event the Contractor provides such Notice, Sections 17.5 and 17.6 of these General Provisions shall be reasonably construed to apply to the District directive.

Section 18.7 Contractor Responsibility for Allowance Work. Any and all Allowance Work authorized or directed in accordance with this Part 18 shall be deemed and construed to be Work within the scope of the Contract, and the Contractor shall be solely responsible for performance of all Allowance Work in strict accordance with requirements of the Contract, to the same extent as other Work within the scope of the Contract.

Section 18.8 Modification of Allowance Work. In the event the Contractor determines that any particular Allowance Work will exceed the authorized scope, costs, or time for performance of the Allowance Work, the Contractor may request a modification to scope, cost, or time for performance of the Allowance Work as provided in Section 18.3 of these General Provisions. In such event, the request for modification shall be subject to processing and approval or District directive in accordance with this Part 18. Without limiting the foregoing, the Contractor shall submit with its request a detailed breakdown and justification of the reason(s) for the requested modification. The Contractor shall not proceed with the modified Allowance Work unless and until the modification has been approved or directed by the District in accordance with this Part 18.

Section 18.9 Tracking of Allowance Work. In each case that the District authorizes or directs performance of Allowance Work, the Contractor shall specify a separate line-item in the Schedule of Values for the cost of that Allowance Work. The Contractor shall submit, with each Request for Progress

Payment that includes costs attributable to any Allowance Work, a detailed breakdown of the actual costs of the Allowance Work, which shall be subject to review by the District and must be approved by the District in order for the Request for Progress Payment to be deemed complete pursuant to Subsection 22.8.1.4 or Subsection 22.8.3 of these General Provisions. In no event shall the amount(s) attributable to Allowance Work specified in any Request for Progress Payment exceed the respective amount(s) authorized by the District.

Section 18.10 Deductive Change Order for Unused Allowance. At such time as all Work described in Section 19.2 of these General Provisions has been satisfactorily performed (i.e., the Work is "Substantially Complete"), if any portion of the Unforeseen Cost Allowance remains unused (and not committed by District authorization or directive in accordance with this Part 18), the Contractor shall submit to the District a deductive Change Order for the full unused amount of the Unforeseen Cost Allowance. The Contractor shall credit 100 percent of the unused Unforeseen Cost Allowance to the District, without deduction or offset whatsoever, including, without limitation, deductions for overhead, insurance, or bonding costs.

PART 19. FINAL INSPECTION AND COMPLETION OF WORK

Section 19.1 Contractor Must Determine When Work is Complete. The Contractor shall be solely responsible for determining when the Work or any portion thereof is complete, and the Contractor must base any such determination on adequate reviews and inspections of the Work by the Contractor's own forces, rather than relying on representations by any Subcontractor or others. Based on such reviews and inspections, the Contractor must prepare "punch-lists" of items to perform prior to the Work being deemed complete. The Contractor must provide copies of each such punch-list to the Project Manager and the Inspector of Record, and must promptly perform or cause to be performed each item on such punch-lists. At such time as the Contractor reasonably believes that the Work is Substantially Complete and that all prerequisites set forth in Section 19.2 of these General Provisions have been completed, the Contractor may request an inspection of the Work in accordance with Section 19.3 of these General Provisions.

Section 19.2 Contractor Must Complete Prerequisites Before Inspection. Prior to requesting any inspection, the Contractor, based on its own reviews and inspections as provided in Section 19.1 of these General Provisions, must confirm that, to the extent required by the Contract Documents or the Contractor is otherwise responsible (e.g., repair of damage arising from the Work), all of the following have been satisfactorily performed and completed:

(i) All general construction and all other elements of the Work have been completed, and the Contractor has completed or caused to be completed all items included on the Contractor's punch-lists;

(ii) All water, gas, sewer, electric and other utility facilities, service connections and re-connections, meters, *et cetera*, have been installed and/or completed, tested, and are fully and properly functioning;

(iii) All safety and alarm systems, equipment, fixtures, *et cetera*, have been completed and are fully functioning;

(iv) All mechanical, plumbing, electrical and other building systems, equipment, fixtures, *et cetera*, have been installed, completed, balanced and tested, and are fully and properly functioning, and all testing, balance, and commissioning reports have been provided to the Project Manager;

(v) All electrical circuits, panels, disconnect switches, *et cetera*, are properly labeled;

(vi) All irrigation systems (including, without limitation, timers and pop-up sprinklers) have been completed, tested and are fully and properly functioning, and all planting (including, without limitation, all sod or other turf planting) has been installed and is established;

(vii) All operating instructions for any and all systems, equipment and other things have been properly posted, affixed, *et cetera*, as required pursuant to the Contract Documents;

(viii) All District personnel as required pursuant to the Contract Documents have been adequately instructed and/or trained with respect to the characteristics, maintenance and operation of safety, alarm, mechanical, plumbing, electrical and other systems, and the Contractor has prepared and provided to the Project Manager a complete list of the names of District personnel instructed and/or trained, the building system(s) and type of instruction and/or training involved, the locations at which such instruction and/or training occurred, and the dates on which such instruction and/or training occurred;

(ix) All doors and windows, including locks, catches and other hardware, have been installed and adjusted, and are fully and properly functioning, with all temporary protective films or other coverings removed, tops and bottoms of doors sealed, all glass and similar surfaces cleaned and streak-free; all finished metal surfaces polished and streak-free;

(x) All painting and special finishes have been applied and have dried or otherwise cured or been completed;

(xi) All damage, as required by the Contract Documents or necessary as a consequence of the Work, has been repaired and/or replaced, including, without limitation, any broken glass replaced; and

(xii) All cleanup as required by the Contract Documents or necessary as a consequence of the Work has been completed, including, without limitation: cleanup pursuant to Section 8.27 of these General Provisions; hard-surface floors waxed and polished; carpets vacuumed; dirt, marks, stains, scratches, superfluous labels, and other foreign matter removed; tools and equipment removed from Project Site; and bare (dirt) areas of Project Site cleaned and raked.

Section 19.3 Contractor's Initial Request for Final Inspection. At such time as the Contractor reasonably believes that the Work is Substantially Complete and that all prerequisites set forth in Section 19.2 of these General Provisions have been completed, the Contractor must complete, execute and submit to each of the District, Architect, Project Manager and Inspector of Record a copy of: (i) a written notice that all Work has been completed and is ready for final inspection; and (ii) the "Certification Regarding Readiness For Inspection (Upon Substantial Completion)" form included in the Required Project Forms. The District, Architect, Project Manager and Inspector of Record will perform such inspection within ten days following receipt of notice and certification from the Contractor, and the Project Manager will notify the Contractor regarding the date and approximate time such inspection is

to commence. The Contractor must conduct the examinations of the Work in a logical and sequential manner in order to facilitate an efficient and thorough inspection.

Section 19.4 Requirements for Re-Inspection of Work. If it is determined after the inspection described in Section 19.3 of these General Provisions, or after any subsequent re-inspection of the Work pursuant to this Section 19.4, that the Work is not Substantially Complete, the District, Architect and/or Project Manager will provide written notice to the Contractor describing the incomplete and/or unsatisfactory portions of the Work. The Contractor must complete and/or correct all such Work within a reasonable time, not to exceed any time limit specified in the notice to the Contractor. Upon completing and/or correcting all such Work, Contractor must submit a new notice and a new Certification Regarding Readiness For Inspection as described in Section 19.3 of these General Provisions, and the re-inspection of the Work shall occur in accordance with the procedures set forth in that Section. The new Certification Regarding Readiness For Inspection must expressly state, in addition to other required elements, that the previously incomplete and/or unsatisfactory portions of the Work have been completed and/or corrected in accordance with the Contract Documents. Nothing shall be deemed or construed to require that any re-inspection of the Work be limited to only any incomplete and/or unsatisfactory portions of the Work previously identified and/or other portions of the Work affected thereby.

Section 19.5 Determination that Work is Substantially Complete. If it is determined after any inspection or re-inspection of the Work pursuant to Section 19.3 or Section 19.4 of these General Provisions that the Work is Substantially Complete, the District, Architect and/or Project Manager will provide written notice of such determination to the Contractor. In such event, the District, Architect, Project Manager and/or Inspector of Record will also prepare and provide to the Contractor a punch-list of any minor items of the Work that must be completed and/or corrected in order for the Work to be fully completed and accepted by the District ("Remaining Work").

Section 19.6 Contractor Must Timely Complete Remaining Work. The Contractor must complete any and all Remaining Work within fourteen days of receiving the punch-list described in Section 19.5 of these General Provisions. If the Contractor fails to complete and/or correct the Remaining Work within the permitted fourteen-day period, the District may: (i) withhold from the final payment to Contractor an amount equal to one hundred and fifty percent of the Architect's estimate of the total cost to correct and/or complete all Remaining Work; and (ii) cause such Remaining Work to be completed and/or corrected and, thereafter, deduct the costs thereof from the amount withheld.

Section 19.7 Contractor Request for Final Walk-Through. At such time as the Contractor reasonably believes that all Remaining Work has been adequately completed, the Contractor must provide a written request to the District, Architect, Project Manager and Inspector of Record for a final walk-through inspection. The Project Manager will coordinate and schedule the final walk-through inspection. The purpose of the final walk-through inspection will be to confirm that all Remaining Work has been completed in accordance with the Contract Documents or as otherwise required. At such time as the District, Architect, Project Manager and Inspector of Record determine that all Remaining Work has been completed in accordance with the Contract Documents or as otherwise required, and any and all other requirements of the Contract Documents have been satisfied, the District will provide written notice thereof to the Contractor. The District will recommend that the District Board accept the Work as complete only as provided in Section 19.9 of these General Provisions.

Section 19.8 Contractor Responsible for Certain Inspection Costs. In requesting any walk-through or other inspection of the Work or any portion thereof, the Contractor must have a good-faith belief that the Work or portion thereof has been fully and properly completed and is ready for inspection, based on the Contractor's own reviews and inspections of the Work performed in accordance with Section 19.1 of these General Provisions. The Contractor shall be solely responsible and liable for any and all costs (including, without limitation, costs of Architect, Project Manager and/or Inspector of Record services, administrative costs, consultant fees, transportation costs, *et cetera*) if the Contractor at any time requests an inspection of any portion of the Work and: (i) it is reasonably apparent that such portion of the Work is not complete and ready for inspection; (ii) in the reasonable opinion of the District, Architect, Project Manager or Inspector of Record, the Contractor is using the inspection as a means to define or determine the scope of such Work or the scope of the uncompleted portions of such Work; (iii) in the reasonable opinion of the District, Architect, Project Manager and/or Inspector of Record, the Contractor is using the inspection as a means to accelerate the Work of any Subcontractor; (iv) the Work fails to pass the inspection due to any negligence or misconduct of the Contractor or any Subcontractor or other person or entity on, at or in the vicinity of the Project Site on account of the Work; (v) Work noted as incomplete and/or unsatisfactory during a prior inspection is not reasonably complete and/or satisfactory upon re-inspection; or (vi) the Work is not ready for inspection and it is reasonably apparent that, for any other reason, the Contractor did not request the inspection in good faith. Any such costs shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract.

Section 19.9 Acceptance of the Completed Project. After the entirety of the Project has received final walk-through inspection approval, the completed Project must be accepted by action of the District Board. Subject to the schedule of then-upcoming District Board meetings, and subject to the District's applicable agenda requirements and deadlines, the District shall schedule acceptance of the Project to occur promptly after final walk-through approval. Within fifteen days after the date the District Board takes such action to accept the Project ("Project Acceptance Date"), the District will endeavor to cause a "Notice of Completion" for the Project to be recorded in the office of the County recorder.

PART 20. CLOSE-OUT OF THE WORK

Section 20.1 Close-Out Submittals are Prerequisite to Final Payment. Within ten days of receiving notice in accordance with Section 19.5 of these General Provisions that the Work is substantially complete ("Substantial Completion Date"), the Contractor must submit to the Project Manager all documents and other things required pursuant to this Part 20 that are within or associated with the scope of the Work, or are otherwise to be provided in connection with the Work. The requirements of this Part 20 shall be deemed and construed to be in addition to, and not in lieu of, any and all other close-out requirements set forth in the Contract Documents. Notwithstanding anything to the contrary, the District shall not be required to make the final payment to the Contractor in accordance with the Contract unless and until the Contractor submits to the Project Manager all documents and other things required pursuant to this Part 20.

Section 20.2 As-Built Drawings and Specifications. The Contractor must obtain final approval of the As-Built Drawings and Specifications from the Architect, Project Manager and Inspector of Record. After obtaining such approval, the Contractor must employ a competent draftsperson to transfer the as-built information to electronic files using the most current version of AutoCAD or other commonly used program as directed or approved by the Architect. Upon completing the electronic As-Built Drawings

and Specifications, the Contractor must submit to the Project Manager: (i) a certification by the Contractor, executed subject to penalty for perjury pursuant to California law, that the electronic As-Built Drawings and Specifications are complete and fully and accurately represent the as-built condition of the Work; and (ii) an archive-quality "CD" containing an electronic copy of the As-Built Drawings and Specifications.

Section 20.3 Project-Related Documents. The Contractor must prepare and submit to the Project Manager a portable, external solid-state-drive device ("SSD Device") that contains indexed electronic copies of any and all Contract Documents, Addenda, Change Orders, Architect Field Directives, Construction Change Directives, other documents that modify the Contract, approved shop drawings, product data sheets, samples, other submittals of the Contractor, RFIs, RFPs, Change Order Requests, Claims, correspondence, and other documents generated during the course of the Work or otherwise in connection with the Work. All such documentation must be saved on the SSD Device in portable document format (i.e., PDF) or such other format at approved in advance by the District.

Section 20.4 Equipment Operations and Maintenance Manuals.

Subsection 20.4.1 Required Contents. The Contractor must obtain and submit to the Project Manager four complete sets of: (i) manufacturer's manuals and/or instructions for operation, maintenance and repair of any and all systems, equipment, assemblies, and similar things incorporated into the Work, including, without limitation, any parts lists; (ii) any and all reports and other information resulting from any required commissioning, testing, balancing, *et cetera*, of such systems, equipment and other things; (iii) information (including, without limitation, contractor's license numbers, business license numbers, current addresses, telephone and facsimile numbers, and email addresses) identifying any and all Subcontractors and/or vendors associated with the purchase, installation, commissioning, testing and/or warranty of such systems, equipment and other things; (iv) manufacturer guarantees and/or warranties for such systems, equipment, assemblies and other things; (v) assignments of all guarantees and warranties from Subcontractors, materialmen and other persons and entities that furnished any labor, materials, services, goods or other things in connection with the Work; and (vi) any other associated information required by the Contract Documents.

Subsection 20.4.2 Required Format. The Contractor must have each set of the documents described in Subsection 20.4.1 of these General Provisions collated into one or more white-colored three-ring binders, in a logical and sequential order, with each manual or other section of information marked with labeled tabs, and an index of the tabs included in the front of each binder. To the extent possible, all information relating to any one system, piece of equipment, or other thing must be grouped together in a logical manner. The spine of each binder also must have a label that specifies the project title and number, identifies the contents of the binders as "Equipment Operations and Maintenance Manuals," specifies the set and binder number (e.g., "Set 1, Binder 1," "Set 1, Binder 2," *et cetera*).

Subsection 20.4.3 Required Correction and Certification. The Contractor must certify in writing that each set of binders is complete, accurate, and covers all of the Work, and such certification must be included immediately after the index page in each binder, and must be separately tabbed and indexed. Upon receipt, the Project Manager shall review the binders. If the Project Manager determines that the binders are not complete or otherwise must be corrected, the Project Manager will return all sets of the binders to the Contractor for correction. The Contractor must correct, re-certify, and return all four sets of binders to the Project Manager within five days.

Section 20.5 Special Guarantees and Warranties. The Contractor must submit to the Project Manager, to the extent not included in the submittals required pursuant to Section 20.4 of these General Provisions, any and all: (i) special guarantees and warranties required by the Contract Documents; and (ii) assignments of guarantees and warranties from Subcontractors, materialmen and others required by the Contract Documents. The Contractor must label, tab and otherwise organize such information so that the systems, equipment and/or other things to which they apply can easily and unambiguously be identified.

Section 20.6 Identification-Tag Log. The Contractor must submit to the Project Manager a log or schedule of any and all equipment, valves, pipes, connections, meters and/or other things that are required by the Contract Documents or any applicable law, rule, regulation, ordinance or other governmental requirement to be tagged or labeled. The Contractor must label, tab and otherwise organize such information so that the systems, equipment and/or other things to which they apply can easily and unambiguously be identified.

Section 20.7 Keys for Doors, Panels, Cabinets, Et Cetera. If not expressly set forth in the Contract Documents in any particular case, the Contractor must submit to the Project Manager two sets of keys for each door, access panel, cabinet, gate, equipment cover, and other thing having any locking mechanism and/or capable of being locked. Each key must be securely attached to a fob or have some other means of securely attaching a label, other than attaching a label directly to the key. The description on the fob or label of each key must adequately identify the key, and all keys must be logged on a keying schedule or index that will permit the District to easily and unambiguously identify the doors, equipment and/or other things that are opened or operated by the keys. If the Specifications provide for electronic "key card" or similar systems, the Contractor must comply with all requirements of the Contract Documents or the Project Manager relating to identifying, logging or scheduling, and providing key cards or similar items to the District.

Section 20.8 Tools, Spare Parts, Et Cetera. The Contractor must submit to the Project Manager any and all tools, spare parts, "attic" stock, *et cetera*, required pursuant to the Contract Documents. The Contractor must label, tab and otherwise organize such items so that the systems, equipment and/or other things to which they apply can easily and unambiguously be identified. In the event any spare parts, attic stock, or other item(s) reasonably would be too large, too heavy or in too great a quantity, to physically submit to the Project Manager, the Contractor must, subject to approval by the Project Manager, specify, on a log or schedule, all such items and their respective storage locations on the Project Site, and provide four copies of such log or schedule to the Project Manager.

Section 20.9 DSA Close-Out Materials. The Contractor must, as applicable, obtain, complete and/or prepare, and must submit to the Project Manager, any and all forms, records and/or other documents required by the DSA in connection with close-out by the DSA of the Work and/or the Project. If the Contractor has questions as to what DSA requirements are applicable, the Contractor may contact the DSA or may request through the Project Manager that the Architect advise the Contractor as to DSA requirements. However, in no event shall the District, Architect, Project Manager or the Inspector of Record be responsible or liable for inaccurate or incorrect information provided to the Contractor if the Architect provided such information in good faith.

Section 20.10 Contractor Warranty. The Contractor must complete, execute and submit to the Project Manager a copy of the "Certification Regarding Contractor Warranty" form included in the Required Project Forms.

Section 20.11 Other Contract Document Close-Out Requirements. The Contractor, to the extent not already described in this Part 20, must as applicable obtain, complete and/or prepare, and must submit to the Project Manager, any and all close-out submittals and/or information required pursuant to any other requirement of the Contract Documents.

PART 21. CONTRACTOR WARRANTY OF WORK

Section 21.1 No Waiver of District Rights. In no event shall any payment to the Contractor, provision of the Contract Documents, Notice of Completion, or use or occupancy of any portion of the Work or the Project, be deemed or construed: (i) to relieve the Contractor of any responsibility and/or liability for any defective or improper systems, equipment, materials or other things incorporated into the Work or for faulty workmanship in performing the Work; (ii) to constitute acceptance by the District, without recourse, of any Work not performed in accordance with the Contract Documents and all laws, rules, regulations, ordinances and other governmental and quasi-governmental requirements applicable to the Work; or (iii) to constitute a waiver of any right the District has to hold the Contractor responsible and/or liable for any such Work.

Section 21.2 Contractor's General Warranty of Work. In addition to any other guarantees or warranties of the Contractor pursuant to the Contract Documents, the Contractor hereby guarantees that, during the applicable Warranty Period: (i) all Work shall have been performed in accordance with all requirements of the Contract Documents and shall be free of defective or improper systems, materials and other things, and free of faulty workmanship; and (ii) if it is determined during the applicable Warranty Period that any Work does not conform to the requirements of the foregoing clause (i), the Contractor will repair, replace or otherwise correct the affected portion of the Work as provided in this Part 21 ("Contractor Warranty"). Without limiting the foregoing, the Contractor Warranty shall be deemed and construed to guarantee against any and all defects that may arise from any error or fault in any design(s) for which the Contractor was responsible in accordance with the Contract Documents, including, without limitation, any design provided by or through any Subcontractor or other person or entity in connection with the Work. No failure by the District, Architect, Project Manager, Inspector of Record, or any other party to inspect or properly inspect any portion of the Work shall be deemed or construed to limit or otherwise condition the Contractor's responsibilities and/or liabilities pursuant to the Contractor Warranty.

Section 21.3 Limitations on Contractor Warranty. The Contractor Warranty does not guarantee against damage to the Work: (i) caused by the District or any persons or entities other than the Contractor or any Subcontractor or other person or entity on, at or in the vicinity of the Project Site on account of the Work; (ii) resulting from a lack of reasonable maintenance after the Substantial Completion Date; or (iii) resulting from changes to the Work performed by any persons or entities for whom the Contractor is not directly or indirectly responsible, unless the changes were performed in accordance with the Contract Documents and/or instructions or directions provided by the Contractor.

Section 21.4 Applicable Warranty Periods. Except as the Contract Documents otherwise provide, the Contractor Warranty shall be and remain in effect at all times during the period ("Warranty Period") that commences on the Substantial Completion Date and ends on the sooner of: (i) the date that is one year after the Project Acceptance Date; or (ii) the date that is two years after the Substantial Completion Date. The foregoing definition of the Warranty Period shall be deemed and construed to apply to the Work generally, and shall not be deemed or construed to supersede or limit any provision

of the Contract Documents that specifically requires a longer Warranty Period. In no event shall any applicable Warranty Period serve as a limitation with respect to latent defects in the Work, which remain subject to applicable statute(s) of limitation.

Section 21.5 Special Warranties. The technical specifications or other Contract Documents may include requirements for special warranties and/or warranty periods that are in addition to the Contractor Warranty described in this Part 21.

Section 21.6 Manufacturer and Other Third-Party Guarantees and Warranties. The Contractor Warranty shall be deemed and construed to apply to the Work generally, and in no event: (i) shall the Contractor Warranty be deemed or construed to limit, in any manner, any manufacturer or other third-party guarantee or warranty (including, without limitation, any that have a longer applicable Warranty Period); or (ii) shall any such manufacturer or other third-party guarantee or warranty relieve the Contractor from its responsibilities and/or liabilities pursuant to the Contractor Warranty. At all times while the Contractor Warranty is in effect during an applicable Warranty Period, but not thereafter, the Contractor must assist the District in processing any manufacturer and other third-party guarantee or warranty claims with respect to systems, equipment, materials and/or other things incorporated into the Project as part of the Work.

Section 21.7 Warranty Work by Contractor. Not later than ten days after written notice from the District, the Contractor, at no cost to the District, must repair, replace or otherwise correct: (i) any defective, improper or otherwise faulty Work that is discovered or revealed during any applicable Warranty Period; and (ii) any systems, equipment, materials and/or other things damaged, destroyed or otherwise disturbed as a consequence of the repair, replacement or other correction of the defective, improper or faulty Work (collectively, "Warranty Work"). All such Warranty Work must result in a repair, replacement or other correction that satisfies all requirements of the Contract Documents or otherwise must be completed in accordance with District requirements. The Contractor must coordinate all Warranty Work with the District in order to avoid interfering with District operations and/or endangering any person(s) at the Project Site. If the Contractor timely commences any Warranty Work, but the Warranty Work reasonably cannot be completed within ten days of notice from the District, the District shall permit a reasonable time for completion of the Warranty Work, but not in excess of twenty days. The Contractor must provide written notice to the District upon completing any Warranty Work.

Section 21.8 District Performance of Warranty Work. The District may at any time cause any required Warranty Work to be performed, as reasonably determined by the District, if: (i) the Contractor has failed to undertake and/or complete the Warranty Work within the time permitted pursuant to Section 21.7 of these General Provisions; or (ii) as reasonably determined by the District, an Emergency situation exists and the delay that would result from providing notice to the Contractor and permitting the Contractor to perform the Warranty Work would endanger or further endanger any person(s) or property. The costs of any such Warranty Work incurred by the District shall be assessed against the Contractor, and shall accrue interest at the maximum legal rate permitted in the State. In no event shall the District causing any Warranty Work to be performed in accordance with this Section 21.8 be deemed or construed to limit or otherwise condition the responsibilities and/or liabilities of the Contractor pursuant to the Contractor Warranty.

Section 21.9 Two-Year Extended Warranty Period After Warranty Work. Regardless of whether any Warranty Work is performed pursuant to Section 21.7 or Section 21.8 of these General

Provisions, the applicable Warranty Period shall be extended by the amount of time necessary to result in the Warranty Period remaining in effect for a period of two years after the date the Warranty Work is completed and accepted by the District. Any such extended Warranty Period shall be applicable to: (i) the system, equipment, material and/or other thing that was repaired, replaced, or otherwise corrected; and (ii) any other of the same or substantially similar systems, equipment, materials and/or other things incorporated into the Work. The foregoing shall not be deemed or construed to result in the shortening of any Warranty Period otherwise applicable to the Work or any portion of the Work.

Section 21.10 Warranty of Title to Work. The Contractor further warrants that title to all systems, equipment, materials and other things incorporated into Work (and, as expressly agreed by the District in writing, any such things purchased by the Contractor and to be owned by the District prior to incorporation as described in Sections 22.5 or 22.6 of these General Provisions) will pass to the District upon receipt of payment by the Contractor, free and clear of all claims, liens, stop notices, security interests, charges, *et cetera* (for purposes of this Section 21.10, each a "lien"). To the extent provided in Part 24 of these General Provisions, the Contractor shall: (i) indemnify, defend and hold harmless the District against and with respect to any and all such liens; and (ii) pay any judgment for which the District is held responsible, and all related costs and expenses, including, without limitation, any attorneys' fees, arising from any actions or other legal proceedings brought to enforce any such liens. The foregoing shall not be deemed or construed to: (i) prohibit the Contractor from asserting any Claim in accordance with the Contract Documents; or (ii) require that the Contractor deliver to the District title to any utility metering devices or similar equipment owned by any public or private utility company or service and installed as part of the Work for purposes of providing permanent utilities or services to or for the Project.

Section 21.11 Survival. With respect to any and all warranties and guarantees set forth in this Part 21 of these General Provisions or elsewhere in the Contract, the Parties' respective rights, obligations, and liabilities shall survive completion of the Project, final payment to the Contractor pursuant to Section 22.17 of these General Provisions, and termination of the Contract.

PART 22. PROGRESS PAYMENTS AND FINAL PAYMENT

Section 22.1 Maximum Amount Payable to Contractor. The Contract Price, as adjusted in accordance with the provisions of the Contract Documents, shall be the maximum amount payable to the Contractor for performance of the Work or, in any case, pursuant to the Contract.

Section 22.2 Contractor Must Propose a Schedule of Values.

Subsection 22.2.1 Preparation and Submittal. Within ten days of the date of the Notice of Award or prior to the Commencement Date, whichever is sooner, the Contractor must submit to the District, Architect, Project Manager and Inspector of Record a proposed schedule of the values allocated to the various portions of the Work ("Schedule of Values"), which must, among other things:

(i) list the true actual cost (in dollars) of each separate activity and item included within the Work for which payment will be requested;

(ii) specify the amounts (in dollars) of overhead, profit, any costs of "general conditions" for which the Contractor is responsible, and similar cost-items allocated to each activity and item included in the Work;

(iii) separately itemize rough and finish work for the basic trades;

(iv) specify individual dollar amounts for "large dollar" purchases, including, without limitation, systems, equipment, materials and/or other things to be incorporated into the Work;

(v) allocate a dollar amount equal to not less than five percent of the Contract Price to the close-out activities specified in Part 20 of these General Provisions; and

(vi) consistent with the approved Master Construction Schedule, specify the projected total dollar amounts payable to the Contractor each month during the course of the Work.

Subsection 22.2.2 Allocation of Values. The dollar amounts allocated for overhead, profit, general conditions costs and similar cost-items must, as noted above, be allocated in the Schedule of Values to each particular activity and item; provided that the District, in its sole discretion, may consent to general conditions costs being allocated on a pro-rata basis over the time for completion of the critical-path construction of the Work, as such critical path is set forth in the Master Construction Schedule. However, at any time the District reasonably determines that the progress of the critical-path portion of the Work is insufficient in comparison to what is specified in the then-applicable Master Construction Schedule, the District may adjust the payment of general conditions costs to match the percentage of the Work then complete, including, without limitation, retaining appropriate portion(s) of payments otherwise due to the Contractor.

Subsection 22.2.3 Front-Loading Prohibited. The Contractor must not "front-load" the Schedule of Values by allocating increased or otherwise false dollar amounts to activities and/or items required to be performed in the early stages of the Work, and the District, in its sole discretion, may use the values allocated in the Schedule of Values as costs of activities and/or items that are eliminated from the scope of the Work.

Subsection 22.2.4 Substantiating Documentation. The Contractor must submit its proposed Schedule of Values with: (i) such documentary or other supporting evidence as reasonably supports and substantiates the allocations of values to the various portions of the Work; and (ii) a listing of all Subcontractors, materialmen, and other persons and entities that will be providing any labor, materials, equipment or other things for incorporation into the Work, including name, address, telephone number, facsimile number, email address, State contractor license number and/or business license number, classification or type of work, material or other thing being provided, and total cost.

Subsection 22.2.5 Formatting Requirement. The Contractor must submit the Schedule of Values and other information required pursuant to this Section 22.2 on such forms or software programs (e.g., Microsoft Project, Prolog, Expedition or Primavera) as approved in advance by the Project Manager.

Section 22.3 Contractor Must Obtain Approval of Schedule of Values. The primary purpose of the Schedule of Values is to serve as one basis for reviewing each Request for Progress Payment submitted by the Contractor. Therefore, the Schedule of Values is subject to reasonable approval by the District, Architect, Project Manager and Inspector of Record, and the District shall not be required to make any payment to the Contractor unless and until the Contractor has obtained approval of an acceptable Schedule of Values. Upon receiving the proposed Schedule of Values, the District, Architect, Project Manager and Inspector of Record shall review the Schedule of Values to determine if it:

(i) encompasses all of the various portions of the Work; (ii) appropriately itemizes all activities and/or items included within the scope of the Work; and (iii) constitutes a fair and accurate allocation of the values of the various elements of the Work. The District, Architect, Project Manager and/or Inspector of Record may require that the Contractor modify the Schedule of Values as they determine are reasonably necessary. If the Schedule of Values is returned to the Contractor for any such modifications, the Contractor must modify and resubmit the Schedule of Values within two days. If the Contractor objects to any such required modification, the Contractor must, within such two-day period, provide any additional information to the District, Architect, Project Manager and Inspector of Record that the Contractor believes supports and substantiates that the modification is not necessary. The Architect's decision regarding any such disputed modification shall be final and binding.

Section 22.4 Contractor Must Monitor and Update Schedule of Values. The Contractor must update the Schedule of Values from time to time as reasonably necessary during the course of the Work, but in no event less than once per month or less than fourteen days prior to when amounts allocated in the Schedule of Values are to become due and payable. In each such update, the Contractor must identify and account for any changes in the Schedule of Values arising from delays, changes in the Work required by any Construction Change Directives or Change Orders, changes in the Master Construction Schedule, *et cetera*. The Contractor must submit each update to the Schedule of Values for approval in accordance with the requirements set forth in Section 22.3 of these General Provisions that are applicable to the initial proposed Schedule of Values.

Section 22.5 Payment for On-Site Materials Not Incorporated into Work. Notwithstanding anything to the contrary, the District shall not be required to pay the Contractor for any systems, equipment, materials or other things that have been purchased by the Contractor and stored on, at or in the vicinity of the Project Site, but not incorporated into the Work. However, if the Contractor so requests, the District, in its sole discretion and subject to consultation with the Architect, Project Manager and/or Inspector of Record, may agree to pay for any such things purchased by the Contractor and properly and securely stored on the Project Site. In such event, title to such things shall be deemed and construed to pass to the District as provided in Section 21.10 of these General Provisions, but in no event shall any such agreement by the District constitute acceptance of any system, equipment, material or other thing that does not conform to all requirements of the Contract Documents. Regardless of whether or not the District purchases any system, equipment, material or other thing in accordance with this Section, the Contractor shall at all times retain full responsibility, liability and risk of loss for any and all such things stored on, at or in the vicinity of the Project Site, but not incorporated into the Work (including, without limitation, for any applicable insurance deductible or if, for any reason, such things are not covered by insurance) and for completing the Work in accordance with all applicable requirements of the Contract Documents.

Section 22.6 Payment for Specially Manufactured Items Stored Off-Site. Notwithstanding anything to the contrary, the District shall not be required except as provided in this Section 22.6 to pay the Contractor for any systems, equipment, materials or other things that have been purchased by the Contractor and stored off of the Project Site. The Contractor shall retain full responsibility and liability for any such things at all times, and for completing the Work in accordance with all applicable requirements of the Contract Documents. However, if the Contractor so requests, the District, in its sole discretion and subject to consultation with the Architect, Project Manager and/or Inspector of Record, may agree to pay for custom-made or special order items (including, without limitation, structural steel, electrical panels, *et cetera*) stored off of the Project Site, but only if the Contractor provides documentary evidence acceptable to the District that:

(i) the total cost of the items, plus the cost of any other systems, equipment, materials or other things stored off of the Project Site for which the District has paid, does not exceed $100,000 or such greater amount as agreed by the District in its sole discretion;

(ii) the items are stored in a bonded warehouse that adequately protects the items from diversion, destruction, theft and damage; are segregated from other systems, equipment materials, and other things in the warehouse; and are conspicuously labeled or marked as intended for use on the Project;

(iii) the District has the right to inspect the items and the storage location at any reasonable time;

(iv) the Contractor has insured the items for their full replacement value, the District is named as an additional insured, and all other terms of the insurance are acceptable to the District;

(v) the Contractor's surety has consented to the Contractor being paid for the items prior to the items being delivered to the Project Site; and

(vi) upon payment by the District, title to the items shall pass to the District, as evidenced by recorded financing statements, UCC searches, *et cetera*.

Section 22.7 Contractor Must Arrange Progress Payment Review Meetings. Upon request of the District in each case, the Contractor must arrange to meet at the Project Site with the Project Manager and the Inspector of Record in advance, but not more than five days in advance, of submitting each Request for Progress Payment (other than the final Request for Progress Payment), to review and discuss the Work for which the Contractor intends to seek payment in such Request for Progress Payment (each a "Progress Payment Review Meeting"). For avoidance of doubt, such Progress Payment Review Meetings are in addition to any and all regularly-scheduled weekly or other meetings relating to the Project. The Project Manager shall provide notice of the arranged date and time of each Progress Payment Review Meeting to the District and Architect, and either or both may also attend the Progress Payment Review Meeting. The Contractor must provide to the meeting attendees, at the beginning of each Progress Payment Review Meeting, a comprehensive list of the Work that the Contractor intends to include within the scope of the Request for Progress Payment. Upon request, the Contractor must show such Work to the meeting attendees (including, without limitation, items not yet incorporated into the Work, but for which the Contractor intends to seek payment) and respond to relevant questions. If the District, Architect, Project Manager or Inspector of Record requests additional documentary or other support of the proposed Request for Progress Payment, the Contractor must submit such documentary or other support with the Request for Progress Payment submitted in accordance with Section 22.8 of these General Provisions. Such documentary or other support may include, without limitation, purchase invoices, rental receipts, delivery slips, certified payroll records, *et cetera*.

Section 22.8 Contractor Submittal of Requests for Progress Payments.

Subsection 22.8.1 Timing and Content of Request for Progress Payment.

***Subsection* 22.8.1.1** Not later than the seventh day of each month during the course of the Work or within such other time period as may be specified in the Special Provisions, the Contractor must submit to the Architect a written request for payment on account of the Work completed during (or, if not previously compensated, prior to) the immediately preceding month (each a "Request for Progress Payment"). A Request for Progress Payment must not include amounts

attributable to Work not yet performed, and the payment amounts requested for completed Work must be consistent with values assigned to such Work in the Schedule of Values. Each Request for Progress Payment must be submitted on a copy of the "Request for Progress Payment" form included in the Required Project Forms or using such other form as approved by the District.

***Subsection* 22.8.1.2** The Contractor must specify in each Request for Progress Payment form:

(i) the total amount of the payment requested for the Work covered by the Request for Progress Payment;

(ii) the portion of the requested payment amount attributable to each of the activities and items, as set forth in the Schedule of Values, included in the Work covered by the Request for Progress Payment;

(iii) the portion of the requested payment amount attributable to each Subcontractor, materialman, and other person or entity that has furnished labor, material and/or equipment in connection with the Work covered by the Request for Progress Payment; and

(iv) the total balance due to each such Subcontractor, materialman and other person or entity after payment, if any, is made to them on account of the Request for Progress Payment.

***Subsection* 22.8.1.3** As additional information intended to assist in review of Requests for Progress Payments, and regardless of the Schedule of Values not including values allocated on a pro-rata basis unless the District consents, the Contractor must with each Request for Progress Payment provide a reasonable, good-faith written estimate, in relation to all Work required pursuant to the Contract Documents, of:

(i) the cumulative percentage of the Work completed as of the end of the payment period covered by the Request for Progress Payment;

(ii) the cumulative percentage of the Contract Price allocable to the Work completed as of the end of the payment period covered by the Request for Progress Payment; and

(iii) the cumulative percentage of each of the overhead, profit, general conditions costs, and similar cost-items allocable to the Work completed as of the end of the payment period covered by the Request for Progress Payment.

***Subsection* 22.8.1.4** No Request for Progress Payment shall be deemed or construed to constitute a complete and valid request for progress payment unless and until: (i) the Request for Progress Payment satisfies the foregoing requirements of this Subsection 22.8.1; (ii) the Contractor submits to the Architect the Request for Progress Payment and all materials required pursuant to Subsection 22.8.2 (or, if applicable, Subsection 22.8.3) of these General Provisions; and (iii) the Contractor provides copies of the Request for Progress Payment and all such materials as specified in Subsection 22.8.4 of these General Provisions.

Subsection 22.8.2 Materials to be Submitted with Requests for Progress Payment.
The Contractor must submit, with each Request for Progress Payment, all of the following:

(i) an updated Master Construction Schedule showing changes from the last previously updated and approved Master Construction Schedule;

(ii) an updated Schedule of Values covering the payment period, as adjusted on account of any updates to the Master Construction Schedule made during the payment period;

(iii) a cumulative list of all systems, equipment, materials and other things stored off of the Project Site for which the District has paid (or upon payment, will have paid) as authorized pursuant to Sections 22.5 or 22.6 of these General Provisions as of the end of the payment period, which, for each such thing, must also identify the storage location and cost of the thing;

(iv) copies of all permits or other governmental licenses and approvals relating to the Work that were obtained or issued during the payment period;

(v) all information and the certification required pursuant to Subsection 3.10.3 of these General Provisions relating to as-built Work implemented during the payment period;

(vi) if specifically requested by the Project Manager, copies of certified payroll records covering the period since the prior Request for Progress Payment; and

(vii) conditional and unconditional waivers and releases as required pursuant to Section 22.9 of these General Provisions.

Subsection 22.8.3 Final Request for Progress Payment. Notwithstanding the requirements set forth in Subsection 22.8.1.1 of these General Provisions relating to the timing for submitting Requests for Progress Payments, the Contractor may submit a final Request for Progress Payment to the Architect only after the District Board has accepted all of the Work in accordance with Section 19.9 of these General Provisions. The Contractor must specify in the final Request for Progress Payment that Contractor is seeking the final payment for the Work and the release of all Retention. The Contractor must, as applicable, submit with the final Request for Progress Payment all of the materials specified in clauses (iv) through (viii), inclusive, of Subsection 22.8.2 of these General Provisions.

Subsection 22.8.4 Copies of Requests for Progress Payments and Supporting Materials. At the same time that it submits any Request for Progress Payment to the Architect pursuant to this Section 22.8, the Contractor must submit to each of the District, Project Manager, and Inspector of Record, a copy of the Request for Progress Payment and all materials required pursuant to Subsection 22.8.2 (or, if applicable, Subsection 22.8.3) of these General Provisions.

Section 22.9 Requirement for Progress Payment Waivers and Releases. With each Request for Progress Payment that it submits in accordance with this Part 22 (other than for the final Progress Payment), the Contractor must also submit an executed copy of the "Conditional Waiver and Release (Progress Payment)" form included in the Required Project Forms, and, except as provided in this Section 22.9, an executed copy of the "Unconditional Waiver and Release (Progress Payment)" form included in the Required Project Forms, for each of the Contractor and each Subcontractor, materialman or other person or entity that provided any labor, services, materials or equipment in connection with the Work described in the Request for Progress Payment. A person's or entity's Conditional Waiver and Release (Progress Payment) must conditionally waive all lien and stop notice rights against the District, the Project Site and the Project, with respect to all payments to be made to such person or entity on

account of the Request for Progress Payment. A person's or entity's Unconditional Waiver and Release (Progress Payment) must unconditionally and irrevocably waive all lien and stop notice rights against the District, the Project Site and the Project, with respect to all payments actually made to such person or entity on account of any prior Request for Progress Payment. The Contractor must submit an Unconditional Waiver and Release (Progress Payment) for any person or entity in connection with a Request for Progress Payment only if such person or entity was paid any funds on account of any prior Request for Progress Payment for which the person or entity has not already submitted an Unconditional Waiver and Release (Progress Payment). Each Conditional Waiver and Release (Progress Payment) and Unconditional Waiver and Release (Progress Payment) must be duly executed and must contain an original signature of the person who has executed it.

Section 22.10 Summary of Public Contract Code Section 20104.50. The State Legislature enacted Public Contract Code Section 9204 and Section 20104.50 to ensure that contractors on public works projects are timely paid for their services on such projects. If a local public agency fails to pay an undisputed and properly submitted payment request within thirty days, the agency must pay interest at the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure. Each agency must review payment requests as soon as practicable to determine if they are proper and suitable for payment. If a payment request is not proper, the agency must return it to the contractor within seven days, specifying in writing the reasons why it is not proper. If the agency returns an improper payment request to the contractor more than seven days after receipt, the number of days available to the agency to make payments without incurring interest will be reduced by the number of days by which the agency exceeds the seven-day return requirement. The provisions of this Part 22 encompass, among other things, the requirements of Public Contract Code Section 9204 and Section 20104.50.

Section 22.11 Contractor Compliance a Condition Precedent. Upon receipt from the Contractor of a complete and valid Request for Progress Payment, the District, Architect, Project Manager and Inspector of Record will concurrently commence review of the Request for Progress Payment. However, notwithstanding the foregoing or anything else to the contrary, the District shall not be required to process or make any payment pursuant to any Request for Progress Payment if the Contractor, at such time, has not complied with any lawful and otherwise proper direction(s) of the District, Architect, Project Manager or Inspector of Record that relates to the Work, the Project Site or the Project.

Section 22.12 Review by Project Manager and Inspector of Record. Within three days after receiving a Request for Progress Payment as described in Section 22.11 of these General Provisions, the Project Manager and Inspector of Record will each provide written notice to the District and Architect regarding whether they approve or disapprove the Request for Progress Payment, in whole or in part. The foregoing requirement is not jurisdictional, and the Contractor shall have no recourse if the Project Manager and/or Inspector of Record fail to provide notice within the three-day period. If the Project Manager and/or Inspector of Record approve any Request for Progress Payment in its entirety, they will sign the Request for Progress Payment and submit it and the notice to the District and the Architect. If the Project Manager and/or Inspector of Record approve only a portion of any Request for Progress Payment, they will note the limitation on approval on the Request for Progress Payment, sign it, and submit it and the notice to the District and the Architect. If the Project Manager and/or Inspector of Record disapprove any Request for Progress Payment, in whole or in part, they will submit it and the notice to the District and the Architect, with a separate reasonably detailed description of the reason(s) for recommending such disapproval.

Section 22.13 Architect Decisions Regarding Requests for Progress Payments.

Subsection 22.13.1 Architect Review of Recommendations. The Architect shall review any recommendations from the Project Manager and/or Inspector of Record provided pursuant to Section 22.12 of these General Provisions. If the Project Manager and/or Inspector of Record recommend disapproval of all or a portion of any Request for Progress Payment, the Architect, to the extent it deems reasonably necessary, will: (i) review the reasons the Project Manager and/or Inspector of Record have recommended disapproval; (ii) request additional information from the District, Project Manager, Inspector of Record, Contractor and/or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work; and/or (iii) undertake such other actions as will permit the Architect to determine if there is any justifiable reason for such disapproval. The Architect's decision regarding whether any justifiable reason exists to disapprove all or a portion of a Request for Progress Payment shall be final and binding.

Subsection 22.13.2 Notice of Approval or Disapproval. Within seven days after receipt from the Contractor of a complete and valid Request for Progress Payment, or as soon thereafter as reasonably practicable, the Architect will provide written notice to the District, Project Manager, Inspector of Record and the Contractor regarding whether the Architect approves or disapproves the Request for Progress Payment, in whole or in part.

Subsection 22.13.3 Certification of Payment Upon Approval. If the Architect approves any Request for Progress Payment in whole or in part, the Architect will concurrently submit to the District a written certification of the amount(s), based on the percentage of completion of the Work as of the date of the Request for Progress Payment, that is payable to the Contractor on account of such Work ("Certification of Payment"). Each Certification of Payment will certify, to the best of the Architect's knowledge, information, and belief, and based on the Architect's observations and inspections, and data in the Architect's possession, that all Work covered by the Request for Progress Payment has been completed in accordance with the Contract Documents.

Subsection 22.13.4 Rejection and Resubmittal of Requests for Progress Payments. If the Architect disapproves all or any portion of any Request for Progress Payment, then, with the notice required pursuant to Subsection 22.13.2 of these General Provisions, the Architect will return the Request for Progress Payment to the Contractor with a written statement setting forth the reason(s) why it was rejected. The Contractor may correct the deficiencies in any disapproved Request for Progress Payment and resubmit it without delay, but otherwise in accordance with Section 22.8 of these General Provisions. In applicable cases, the Architect will provide to the District, with the Certification of Payment for a resubmitted Request for Progress Payment, a written notice specifying the number of days by which the Architect exceeded the seven-day return requirement.

Section 22.14 Withholding of Retention from Payments to Contractor. In addition to any amount(s) withheld from any Progress Payment in accordance with Section 22.15 of these General Provisions, the District shall withhold from each Progress Payment (other than the final Progress Payment) an amount equal to five percent of the total payment amount specified in the applicable Certification of Payment as security for adequate performance under the Contract ("Retention"). Notwithstanding the foregoing, after the Work is at least fifty percent complete, if the District Board determines that the Work is satisfactorily progressing, the District Board, in its sole discretion, may pay some or all of the remaining Progress Payments (other than the final Progress Payment) in full to the Contractor. Subject to the District's right to withhold some or all of the Retention pursuant to Section 22.15 of these General Provisions or otherwise as provided by the Contract or applicable law, the

District will pay the Retention to the Contractor, as the final Progress Payment, pursuant to Section 22.17 of these General Provisions. The District shall not be required to pay any interest on any Retention withheld pursuant to this Section 22.14. Upon request and at the sole cost and expense of the Contractor, the District will permit substitution of securities in lieu of the District withholding Retention, as provided in Public Contract Code Section 22300. Subject to any restrictions in Public Contract Code Section 22300, the District shall have the right to direct or approve any or all such securities.

Section 22.15 Additional Deductions and Withholdings.

Subsection 22.15.1 Authority and Reasons. The District, in its sole discretion, may, as applicable, deduct or withhold from any Progress Payment (including, without limitation, the final Progress Payment), or from any other amount payable to the Contractor pursuant to the Contract, any amount(s) the District determines is (are) reasonably necessary if there is reasonable evidence that any one or more of the following situations exists:

(i) the Contractor has failed to perform any portion of the Work, or perform any other of its obligations pursuant to the Contract, in accordance with the Contract Documents;

(ii) the Contractor has failed to correct any defective or otherwise improper portions of the Work within a reasonable time after notice or other time required pursuant to the Contract Documents;

(iii) the Contractor has failed to perform any portion of the Work in accordance with the Master Construction Schedule or any milestones set forth therein, or some or all of the Work most likely cannot be completed within the required time(s);

(iv) the Contractor most likely will not be able to complete all remaining Work for the unpaid balance of the Contract Price;

(v) the Contractor has failed to perform any portion of the Work, or otherwise perform any obligation in connection with the Work, in accordance with any applicable law, rule, regulation, ordinance or other governmental requirement, and the District or any federal, State, or local governmental agency has given notice that a penalty will, therefore, be assessed against the Contractor;

(vi) the Contractor has failed to timely pay all amounts due to any Subcontractor, materialman or other person or entity that has provided labor, materials, services, goods or other things in connection with the Work; or any such person or entity has filed, or most likely will file, a claim, stop notice, or lien in connection with the Work;

(vii) the Contractor has failed to pay prevailing wages as required;

(viii) the Contractor is responsible or liable, as provided by the Contract Documents, for reimbursing costs and/or expenses incurred or advanced in connection with the Work by the District or any Subcontractor, materialman or other person or entity, including, without limitation, any testing and/or inspection costs arising from failed tests or inspections;

(ix) the Contractor has failed to furnish or to timely furnish any information, documentation or other things required pursuant to the Contract Documents, including, without limitation,

updates of the Schedule of Values, shop drawings, product data sheets, samples, verified reports, *et cetera*;

(x) the Contractor has included false or erroneous statements or estimates in any documents or certification required pursuant to the Contract Documents, including, without limitation, any Change Order estimate and/or Request for Progress Payment;

(xi) as provided in the Contract Documents or otherwise, the Contractor is responsible or liable, or most likely is responsible or liable, for damages, costs, expenses and/or other amount(s) incurred by the District or any of its contract representatives, or any Subcontractor, materialman or other person or entity, in connection with the Work or the Project; or

(xii) the District has assessed liquidated damages against the Contractor.

Subsection 22.15.2 Amount and Application. The District may withhold such amount(s) pursuant to Subsection 22.15.1 of these General Provisions as the District deems reasonably necessary and appropriate to protect the District or any of its contract representatives, or any Subcontractors, any materialmen and/or any other persons or entities, from any and all liabilities arising from or in connection with any one or more of the situations described in Subsection 22.15.1 of these General Provisions or as otherwise provided in the Contract Documents. The District, in its reasonable discretion, may apply any such withheld amount(s) to pay in connection with, or to otherwise satisfy or correct, any situation described in Subsection 22.15.1 of these General Provisions, or may hold such funds until such time as the Contractor resolves any and all such situations. In using any withheld amount(s) to pay or otherwise satisfy or correct any such situation, the District, to the extent necessary, shall be deemed and construed to be an agent of the Contractor, and any and all such payments shall be deemed and construed to have been paid on account of the Contract Price and shall in the same amount reduce any future payments to the Contractor pursuant to the Contract. The District shall not be required to obtain any judicial determination in regard to any situation described in Subsection 22.15.1 of these General Provisions, or in regard to any obligation in connection therewith to so pay or use any withheld amount(s). The District shall not be liable to Contractor for withholding any funds or making any payments (or for payment of interest on the amount(s) of either) done or made in good faith. The District will provide to the Contractor an accounting of any and all amount(s) withheld pursuant to this Section 22.15 and retained and/or expended by the District pursuant to this Subsection 22.15.2. At such time as all reason(s) for withholding any funds pursuant to this Section 22.15 have been resolved or corrected, the District shall release to the Contractor, if then due pursuant to the Contract, any of such funds remaining after expenditures by the District pursuant to this Subsection 22.15.2. Notwithstanding anything to the contrary, if the District has withheld funds from the Contractor because it assessed damages or other costs against the Contractor in accordance with the Contract, or because the funds were otherwise due from the Contractor to the District in accordance with the Contract, the District shall be entitled to interest at the maximum legal rate.

Section 22.16 District Payment of Progress Payments. After receipt from the Architect of a Certification of Payment for a Request for Progress Payment submitted by the Contractor, the District shall pay to the Contractor an amount equal to the amount certified in the Certification of Payment less any amounts withheld in accordance with Sections 22.14 and/or 22.15 of these General Provisions (each a "Progress Payment"). The District shall pay each such Progress Payment (other than the final Progress Payment) to the Contractor within thirty days after receipt from the Contractor of the complete Request for Progress Payment. Notwithstanding the foregoing, the District shall make the Progress Payment to

the Contractor an appropriate number of days sooner than thirty days if the Certification of Payment relates to a complete Request for Progress Payment that was disapproved, but returned to the Contractor more than seven days after receipt. If the District fails to timely pay an undisputed Progress Payment to the Contractor, the unpaid amount shall accrue interest, at the legal rate specified in Code of Civil Procedure Section 685.010, for each day the payment is late. The District will pay the final Progress Payment to the Contractor as provided in Section 22.17 of these General Provisions.

Section 22.17 Final Payment of Retention. The District shall release and pay to the Contractor any and all Retention, with the final Progress Payment, less any amount(s) the District deems necessary to withhold pursuant to Section 22.15 of these General Provisions, not sooner than thirty-five days after a Notice of Completion for the Work is recorded, but not later than sixty days after the first to occur of: (i) the District records a Notice of Completion for the Work; or (ii) "completion" of the Work is deemed to have occurred in accordance with Public Contract Code Section 7107. If some or all of the Retention is held in the form of securities, the District shall release such securities in accordance with the foregoing. As a condition precedent to the District's obligation to pay the final Progress Payment and Retention, the Contractor must submit with its final Request for Progress Payment an executed copy of the "Conditional Waiver and Release (Final Payment)" form included in the Required Project Forms for each of the Contractor and each Subcontractor, materialman or other person or entity that provided any labor, services, materials or equipment in connection with the Work. Each Conditional Waiver and Release (Final Payment) must be duly executed and must contain an original signature of the person who has executed it. In the event the District releases Retention to the Contractor because completion is deemed to have occurred in accordance with Public Contract Code Section 7107, the Contractor shall not thereby be deemed or construed to have been released from its obligations pursuant to the Contract, but the Contractor may terminate the Contract for cause at any time after the prerequisites set forth in Section 23.10 of these General Provisions have been satisfied.

Section 22.18 District Issuance of Joint Checks. The District, in its sole and absolute discretion, may determine on one or more occasions that it is necessary or advisable to issue payment to the Contractor in the form of a joint check made payable to the Contractor and any of its Subcontractors, materialmen, or other persons or entities. The joint check payees shall be responsible for the allocation and disbursement of such funds between them. Except as may be required by law, the District shall have no obligation to pay, or to ensure the payment of, any Subcontractor, materialman, or other person or entity that has furnished any labor, materials, services, goods or other things in connection with the Work. In no event shall the issuance by the District of any joint check be deemed or construed to: (i) constitute an understanding or agreement between the District and any such Subcontractor, materialman, or other person or entity, regardless of the number of joint checks issued; (ii) constitute an obligation of the District to any such Subcontractor, materialman, or other person or entity; or (iii) constitute or create any cause of action against the District by the Contractor or any such Subcontractor, materialman, or other person or entity.

Section 22.19 District Does Not Waive Rights by Inspecting, Approving or Paying. In no circumstances shall any inspection and/or approval of any portion of the Work, any error or inaccuracy in any estimate or Schedule of Values, any processing of any Request for Progress Payment, any issuance of a Certification of Payment, or any payment to the Contractor of any Progress Payment (including, without limitation, the final Progress Payment), be deemed or construed to constitute:

(i) a release by the District of the Contractor from any of its obligations pursuant to the Contract;

(ii) a representation by the District that any information submitted by the Contractor to substantiate any payment amount is accurate or was verified;

(iii) a representation by the District that payments to Subcontractors, materialmen and others as required were verified or confirmed;

(iv) a representation by the District that the Work complies in all respects with the requirements of the Contract Documents;

(v) a representation by the District that the means, methods, techniques, sequences or procedures used in performing the Work were reviewed and/or approved;

(vi) an approval by the District of any means, methods, techniques, sequences or procedures used in the Work;

(vii) an approval by the District of the use of any invention, appliance, process, article, device, or material, in violation of any royalty, patent or other rights of any person or entity;

(viii) an acceptance by the District of any Work that does not conform to the requirements of the Contract Documents;

(ix) a waiver by the District of any right(s) it has to enforce the Contractor's obligations pursuant to the Contract, whether or not prior to final payment pursuant to Section 22.17 of these General Provisions; or

(x) a release by the District of the Contractor or its surety or sureties from responsibility for damages arising from the Work.

Section 22.20 Contractor Must Timely Pay Subcontractors. If any portion of any payment to the Contractor pursuant to Section 22.16, Section 22.17, or other provision of the Contract Documents, is attributable to Work for which any Subcontractor, materialman, or other person or entity is entitled to payment, the Contractor must use such funds received from the District to pay such Subcontractor, materialman, or other person or entity to the extent of its interest in such funds. Unless agreed otherwise in writing, the Contractor must pay each such Subcontractor, materialman and other person and entity within ten days after the Contractor receives payment from the District or as otherwise required by law. If the Contractor has withheld Retention from any Subcontractor, materialman or other person or entity, then, subject to other applicable law, within seven days after receiving payment of some or all of the Retention withheld by the District, the Contractor must pay each such Subcontractor, materialman, or other person or entity their respective shares of the amount(s) received from the District. The Contractor must include the foregoing requirements in each Subcontract, in order to ensure that lower-tier Subcontractors, materialmen and other persons and entities are paid within the time periods specified in this Section 22.20.

Section 22.21 Stop Notices and Liens. The Contractor has sole responsibility and liability for ensuring that no person or entity files or otherwise imposes or causes to be imposed any stop notice or lien on or in relation to the Project Site or any portion of the Work or the Project on account of any labor, services, materials, equipment or other thing that the Contractor furnishes or causes to be furnished in connection with the Work. If any such stop notice or lien is filed or otherwise imposed, and

if the stop notice or lien has merit or is valid, the Contractor shall be responsible and liable for all costs and expenses incurred by the District in connection with the stop notice or lien, including, without limitation, any attorney's fees and expenses. Any such costs and expenses shall be charged to the Contractor and/or deducted from amounts otherwise payable to the Contractor pursuant to the Contract. The Parties' respective rights and obligations pursuant to this Section 22.21 shall survive completion of the Project, final payment to the Contractor pursuant to Section 22.17 of these General Provisions, and termination of the Contract.

Section 22.22 Unconditional Waivers and Releases After Final Payment. As a continuing obligation of the Contractor after final payment pursuant to Section 22.17 of these General Provisions, the Contractor must deliver to the District, within fourteen days following such final payment, an executed copy of the "Unconditional Waiver and Release (Final Payment)" form included in the Required Project Forms for each of the Contractor and each Subcontractor, materialman and other person or entity that provided any labor, services, materials or equipment in connection with the Work. Each such Unconditional Waiver and Release (Final Payment) must be duly executed and must contain an original signature of the person who has executed it. Without limiting any other rights the District may have, in the event the Contractor defaults on its obligations pursuant to this Section, the District, in its sole discretion, may initiate proceedings to declare the Contractor a non-responsible bidder for a period of up to five years from the date of such declaration. The Parties' respective rights and obligations pursuant to this Section 22.22 shall survive completion of the Project, final payment to the Contractor pursuant to Section 22.17 of these General Provisions, and termination of the Contract.

PART 23. TERMINATION AND OTHER REMEDIES

Section 23.1 Cause for Termination of Contractor's Right to Perform Work. The Contractor shall be in default of its obligations pursuant to the Contract, and the District may terminate the Contractor's right to perform the Work for cause, if:

(i) The Contractor refuses or fails to perform any of the Work in strict accordance with the Contract Documents, or in accordance with any requirements and standards applicable to the Work, including, without limitation, applicable standards of quality and/or precision;

(ii) The Contractor refuses or fails to perform any portion of the Work within the time required pursuant to the Master Construction Schedule or in any other manner adversely affects the critical-path construction of the Project;

(iii) The Contractor refuses or fails to provide a sufficient number of properly skilled workmen or the proper equipment, materials, supplies, and/or other things as are necessary for timely and/or proper completion of the Work;

(iv) The Contractor persistently or repeatedly is absent from the Project Site without valid and reasonable excuse;

(v) The Contractor fails to timely and fully pay any Subcontractors, materialmen, or other persons or entities the funds to which they are entitled in connection with the Work;

(vi) The Contractor or any Subcontractor, materialman or other person or entity that furnishes labor, materials, services or other things in connection with the Work disregards or otherwise fails to comply with any one or more laws, ordinances, rules, regulations, or orders of governmental entities with competent jurisdiction, or reasonable instructions of the District;

(vii) The Contractor or any Subcontractor, materialman or other person or entity that furnishes labor, materials, services or other things in connection with the Work violates any of the material provision of the Contract.

(viii) The Work is not, or reasonably will not be, fully completed within the Contract Time;

(ix) The Contractor becomes the subject of any voluntary or involuntary bankruptcy proceeding, the Contractor assigns any significant portion of its assets for the benefit of its creditors, any court determines or declares that the Contractor is bankrupt or insolvent, or a trustee or receiver is appointed to manage or otherwise control the Contractor's assets; or

Section 23.2 Opportunity to Cure and Termination for Cause. At any time the Contractor has defaulted on its obligations pursuant to the Contract in any one or more of the ways specified in Section 23.1 of these General Provisions, the District may provide written notice of the default(s) to the Contractor and its performance bond surety ("Notice of Default"), stating in reasonable detail the reasons why the Contractor is in default. The Contractor shall, in each case, have 48 hours following receipt of a Notice of Default to resolve, correct or cure the default(s) described in the Notice of Default, or to make arrangements satisfactory to the District for such resolution, correction or cure. Notwithstanding the foregoing, the Contractor shall have thirty days to resolve, correct or cure any default(s) specified in clause (ix) of Section 23.1 of these General Provisions. If the Contractor does not timely resolve, correct or cure the default(s) described a Notice of Default, the District may terminate the Contractor's right to perform the Work by providing a written notice of termination ("Notice of Termination for Cause") to the Contractor and its surety. A termination pursuant to this Section shall be effective immediately upon receipt by the Contractor of the Notice of Termination for Cause. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law: (i) for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination; (ii) for the costs to perform all Work remaining after the termination; and (iii) for any and all damages incurred by the District as a result of the Contractor's default and/or termination pursuant to this Section.

Section 23.3 Surety and District Rights to Perform Work After Termination for Cause. In the event the District issues a Notice of Termination for Cause, the Contractor's surety shall have the right to take over and perform the Contract. If the surety does not (i) give the District written notice of surety's intention to take over and commence performance of the Contract within ten days of receipt of the Notice of Termination for Cause and (ii) commence performance of the Work at the Project Site within thirty days after receipt of the Notice of Termination for Cause, then the District may elect to take over and proceed to complete the Work, by separate contract or by any other means or method the District deems appropriate, including, without limitation, using its own forces to perform some or all of the Work.

Section 23.4 District Performance of Work After Termination for Cause. In no event after receipt of a Notice of Default shall the Contractor remove from the Project Site, or suffer or permit the removal from the Project Site of, any tools, equipment, vehicles, materials, supplies, appliances, plants, or other items owned, leased or rented by the Contractor and used or employed in connection with the Work. In the event the District elects to take over the Work as specified in Section 23.3 of these General Provisions, then: (i) the District may, without liability for so doing, take possession of and use in completing the Work all such tools, equipment, vehicles, materials, supplies, appliances, plants, or other items on or at the Project Site used or employed in connection with the Work and owned, leased or

rented by the Contractor; (ii) at the District's election, any or all of the Subcontracts shall be deemed to have been assigned to the District; and (iii) the Contractor and its surety shall be liable to the District for any costs or other damages incurred by the District attributable to or arising from the District taking over the Work as provided in this Section. **THE CONTRACTOR MUST ENSURE THAT EACH OF ITS CONTRACTS WITH ITS SUBCONTRACTORS AND SURETIES INCLUDES SUCH PROVISIONS AS ARE NECESSARY TO EFFECTUATE THE REQUIREMENTS OF THIS SECTION 23.4, HOWEVER, NO FAILURE TO DO SO WILL INVALIDATE SUCH REQUIREMENTS**.

Section 23.5 Contractor Compensation After Termination for Cause. In the event the Contractor's right to perform the Work is terminated pursuant to Section 23.2 of these General Provisions, the Contract shall remain in effect. However, in such event, the Contractor shall not be entitled to receive any further payment pursuant to the Contract: (i) until the Project has been fully completed and accepted in accordance with Section 19.9 of these General Provisions; and (ii) only if the total of the cost to the District to complete the Work plus any damages as described in Section 23.2 of these General Provisions is less than the unpaid portion of the Contract Price as adjusted in accordance with the Contract. If the total of such costs and damages exceeds such unpaid portion of the Contract Price, the Contractor and its performance bond surety shall be jointly and severally responsible for paying the difference to the District within thirty days of receiving an invoice for such amount from the District.

Section 23.6 Termination for Convenience of Contractor's Right to Perform Work. The District, for any reason and without need for cause, may terminate the Work in whole or, from time to time, in part, regardless of the circumstances resulting in termination. By way of example and not limitation, the District may determine that termination is necessary because funding or other approvals have been rescinded, necessary funding is or becomes unavailable, the Project is substantially damaged or destroyed, a governmental authority stops the Work for an indeterminate amount of time, a ruling by a court or governmental agency significantly and adversely affects the Project, or the Work is stopped or is made impractical or infeasible for some other reason. In the event of any such determination, the District shall provide written notice to the Contractor of the termination ("Notice of Termination for Convenience"). District termination pursuant to this Section 23.6 of any or all of the Work shall not be deemed or construed to relieve the Contractor's surety of its obligations in regard to any just claims arising out of or relating to the Work. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination.

Section 23.7 Contractor Must Cease Work Upon Termination for Convenience. Upon receipt of a Notice of Termination for Convenience, the Contractor shall immediately proceed to: (i) stop all Work to the extent specified in the Notice of Termination for Convenience; (ii) complete any portion of the Work as specified in the Notice of Termination for Convenience in a least-cost/shortest-time manner while still maintaining the quality required pursuant to the Contract Documents; (iii) leave the terminated portion of the Work (to the extent already completed) in a safe and clean condition so that it will not pose any threat to the health or safety of any persons; (iv) terminate all Subcontracts to the extent those provide for the terminated portions of the Work, except such Subcontracts as specified in the Notice of Termination for Convenience that shall be deemed to be assigned to the District; and (v) place no further orders and make no further contracts with Subcontractors, except as necessary to complete portions of the Work not terminated.

Section 23.8 Documenting Costs After Termination for Convenience. Within fourteen days after the effective date of a termination for convenience pursuant to Section 23.6 of these General Provisions, the Contractor must submit to the District all documentation required pursuant to Section 22.8 of these General Provisions to substantiate costs that the Contractor believes are payable by the District pursuant to Section 23.9 of these General Provisions. In addition, within twenty-one days after the effective date of any such termination, the Contractor must submit to the District such documentation as reasonably details and substantiates those costs. All of the foregoing documentation must: (i) describe the costs incurred with particularity; and (ii) be conspicuously identified as "Termination costs incurred as a result of termination for convenience pursuant to Section 23.6 of the General Provisions of the Contract."

Section 23.9 Compensation After Termination for Convenience. In the event of a termination for convenience pursuant to Section 23.6 of these General Provisions, and subject to receipt of reasonable substantiating documentation as described in Section 23.8 of these General Provisions, the District shall pay to the Contractor an amount equal to the total of: (i) compensation, in accordance with the Schedule of Values and other provisions of the Contract Documents, for Work that was satisfactorily completed by the Contractor prior to the effective date of the termination, but not previously paid by the District; (ii) reasonable costs of demobilization, if and to the extent construction work at the Project Site has already commenced; (iii) compensation, as agreed by the District in advance, for work reasonably required to eliminate or mitigate safety hazards associated with incomplete portions of the Work; and (i) a reasonable amount for pre-construction activities specifically related to the Project, if construction work has not commenced at the Project Site, including without limitation, costs of payment and performance bonds purchased by the Contractor, and unabsorbed home-office overhead attributable to the period between issuance of the Notice to Proceed and the effective date of the termination. Notwithstanding anything to the contrary, in no event shall the total amount payable to the Contractor pursuant to this Section 23.9 exceed the proportionate amount of the Contract Price attributable to the terminated portion of the Work satisfactorily completed prior to termination, consistent with the then-most recent approved Schedule of Values.

Section 23.10 Termination by the Contractor for Cause. The Contractor may terminate the Contract, by providing written notice to the District, in the event: (i) as a result of factors beyond the Contractor's control and not arising from any fault, omission, act or negligence of the Contractor or any Subcontractor, materialman or other person or entity that has furnished or is to furnish any labor, materials, services or other things in connection with the Work, there has been a cessation or suspension of all Work for a period of more than one hundred and twenty consecutive days, and the District has not provided to the Contractor within such period a notice to resume the Work, a Notice of Default, or a Notice of Termination for Convenience; or (ii) after notice and reasonable opportunity to cure, the District fails to pay the Contractor any substantial undisputed sums due to the Contractor in accordance with the Contract Documents. In the event of a termination by the Contractor pursuant to this Section 23.10, and subject to receipt of reasonable substantiating documentation as described in Section 23.11 of these General Provisions, the District shall pay to the Contractor an amount equal to the compensation, in accordance with the Schedule of Values and other provisions of the Contract Documents, for Work that was satisfactorily completed by the Contractor prior to the effective date of the termination. If a termination by the Contractor pursuant to this Section 23.10 is the result of a failure by the District to pay any substantial undisputed sum as described above, or otherwise is solely the fault of or caused by the District or any of its contract representatives, then, subject to receipt of reasonable substantiating documentation as described in Section 23.11 of these General Provisions, the District also shall pay to the Contractor: (i) reasonable costs of demobilization, if and to the extent

construction work has already commenced at the Project Site; or (ii) a reasonable amount for pre-construction activities specifically related to the Project, if construction work has not commenced at the Project Site, including without limitation, costs of payment and performance bonds purchased by the Contractor, and unabsorbed home-office overhead attributable to the period between issuance of the Notice to Proceed and the effective date of the termination. Notwithstanding anything to the contrary, in no event shall the total amount payable to the Contractor pursuant to this Section 23.10 exceed the proportionate amount of the Contract Price attributable to the portion of the Work satisfactorily completed prior to termination, consistent with the then-most recent approved Schedule of Values. In the event of termination by the Contractor pursuant to this Section 23.10, the Contractor shall have no Claim(s) against the District except with respect to Work that the Contractor performed prior to termination. Notwithstanding a termination pursuant to this Section, the Contractor and its surety shall continue to be responsible and liable, in accordance with the Contract Documents and applicable law for any and all defects in quality, damage to property, injury to any person, and other matters arising from the Work performed prior to the termination.

Section 23.11 Documenting Costs After Termination by Contractor for Cause. Within fourteen days after the effective date of a termination by the Contractor for cause pursuant to Section 23.10 of these General Provisions, the Contractor must submit to the District all documentation required pursuant to Section 22.8 of these General Provisions to substantiate all costs incurred by the Contractor for labor, materials and equipment through the effective date of the termination. All of the foregoing documentation must: (i) describe the costs incurred with particularity; and (ii) be conspicuously identified as "Termination costs incurred as a result of termination by Contractor for cause pursuant to Section 23.10 of the General Provisions of the Contract."

Section 23.12 Remedies for Default Other Than Termination. In the event the Contractor is in default of its obligations pursuant to the Contract in any one or more of the ways specified in Section 23.1 of these General Provisions, the District, in its sole discretion and after notice as provided in this Section 23.12, shall have the right to cure or otherwise correct the default(s), by any reasonable means or method the District deems advisable, without terminating the Contract or the Contractor's right to perform the other portions of the Work. If the District so intends to cure or otherwise correct any default(s) by the Contractor, the District shall provide written notice to the Contractor and its surety. If, within five days of receiving such notice (or, in the event of an Emergency or situation involving an existing or potential safety hazard, within such shorter period of time as set forth in the notice), the Contractor fails to adequately cure or otherwise correct the default(s), or fails to make arrangements satisfactory to the District for such adequate cure or other correction, the District shall have the right to cure or otherwise correct the default(s), by separate contract or by any other reasonable means or method the District deems advisable (including, without limitation, supplementing the workforce of the Contractor or any Subcontractor with additional workers and/or equipment), for the account of and at the expense of the Contractor. If the District is required to expend funds in connection with any such cure or other correction, such amounts shall accrue interest at the maximum legal rate from the date(s) expended to the date(s) the District is reimbursed, whether reimbursed directly by the Contractor or its surety. Such amounts shall be charged to the Contractor and/or deducted from amounts payable to the Contractor pursuant to the Contract. The rights of the District pursuant to this Section 23.12 are in addition to, not in lieu of, any other rights and remedies the District may have pursuant to law, equity or contract, and in no circumstances shall the rights of the District pursuant to this Section 23.12 be deemed or construed to limit or constitute a waiver by the District of any such other rights or remedies. Neither the Contractor nor its surety shall have any recourse against the District with respect to any cure(s) and/or other correction(s) undertaken and completed by the District in good faith.

Section 23.13 Declaring Contractor a Non-Responsible Bidder. Without limiting any other rights the District may have, in the event the Contractor defaults on its obligations pursuant to the Contract in any one or more of the ways specified in Section 23.1 of these General Provisions, the District, in its sole discretion, may initiate proceedings to declare the Contractor a non-responsible bidder for a period of up to five years from the date of such declaration.

PART 24. INDEMNIFICATION OF DISTRICT AND OTHERS

Section 24.1 Indemnification of District and its Representatives. Subject to the provisions of Section 24.4 of these General Provisions, the Contractor shall indemnify, defend, and hold-harmless the District, Architect, Project Manager, and Inspector of Record, and each of them individually (each a "District Indemnitee") from and against any and all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, expenses (including, without limitation, attorneys' fees), and other liabilities of any nature: (i) arising from personal injury (including death) or property damage that occurs in connection with the performance of the Work by the Contractor or any Subcontractor or other person or entity; (ii) arising from any act or omission by the Contractor or any Subcontractor, materialman or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work; and (iii) as expressly required pursuant to these General Provisions and other Contract Documents. Without limiting the foregoing, the Contractor shall be required to indemnify, defend and hold the District Indemnitees harmless from and against all claims, demands, actions, other proceedings, liens, judgments, damages, losses, costs, expenses and/or other liabilities arising from, among other things: (i) loss of use of any property; (ii) any failure or alleged failure by the Contractor or any Subcontractor or other person or entity that furnishes any labor, materials, services, goods or other things in connection with the Work to comply with the Contract Documents or any applicable law, ordinance, rule, regulation or other governmental requirement; (iii) any other loss, damage, expense, *et cetera*, sustained by any person or entity in connection with the performance of the Work; (iv) any dispute between the Contractor and any Subcontractor, materialman, surety, or other person or entity, including, without limitation, any payment, stop notice, or lien disputes; (v) any breach or alleged breach of any express or implied warranty by the Contractor or any Subcontractor, materialman, or other person or entity that furnishes any labor, materials, services, or other things in connection with the Work; and (vi) infringement or alleged infringement of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract, including its use by the District, unless specifically stated otherwise in the Contract Documents

Section 24.2 Contractor Defense of District and its Representatives. The Contractor, at its sole cost and expense, shall defend each and every claim, demand, action, and other proceeding within the scope of Section 24.1 of these General Provisions initiated against any District Indemnitee, regardless of whether the District Indemnitee may be the sole party named in the claim, demand, action or other proceeding. Any such defense must be conducted by knowledgeable and experienced legal counsel selected and retained by the Contractor at its cost. If the District or any of its officers, employees, or agents is named in any claim, demand, action or other proceeding, the defense counsel must be reasonably acceptable to the District. Without limiting anything else in any indemnity provisions of the Contract, the Contractor shall also pay the full cost to the District of the monitoring of, and, if necessary, the participation in, the defense of any District Indemnitee by the District's legal counsel. Without jeopardizing or compromising any of its other rights pursuant to Section 24.1 of these General Provisions or other provisions of the Contract, the District may settle any claim, demand, action or other legal proceeding on terms determined by the District Board to be reasonable and in the best interests of the District and/or any District Indemnitee. As part of its obligations pursuant to Section

24.1 of these General Provisions and this Section 24.2, and with respect to any claim, demand, action or other proceeding within the scope of such Sections, within thirty days of receiving an invoice from the District, the Contractor shall reimburse the District for any and all: (i) judgments paid by the District; (ii) amounts paid by the District in settling such claim, demand, action or other proceeding; and (iii) any other legal or other costs and expenses reasonably incurred by the District in connection with such claim, demand, action or other proceeding. If the Contractor fails to pay any such amount(s) within the required time, the unpaid amount(s) shall accrue interest at the legal rate.

Section 24.3 Indemnification of Officers, Employees, and Agents of District Indemnitees. For purposes of each and every obligation of the Contractor set forth in these General Provisions and other Contract Documents to indemnify, defend and/or hold-harmless any other party, the reference to the other party shall be deemed and construed to also be a reference to that party's board members, directors, officers, employees, and agents. Without limiting the foregoing, each and every obligation of the Contractor set forth in these General Provisions and other Contract Documents to indemnify, defend, and/or hold-harmless the District shall be deemed and construed to also be a reference to the District Agents, and each of them.

Section 24.4 Limitation on Contractor Indemnification Obligations. Notwithstanding anything to the contrary, the Contractor shall not be responsible or liable pursuant to Sections 24.1, 24.2 or 24.3 of these General Provisions, or any other indemnification provisions set forth in the Contract Documents, to the extent that a claim, demand, action, other proceeding, lien, judgment, damage, loss, cost, expense, or other liability is attributable to the active negligence, sole negligence, or willful misconduct of the District, in which event the District and the Contractor shall be responsible and liable on a comparative liability basis.

Section 24.5 Contractor Must Ensure Subcontractors Indemnify District. The Contractor must include provisions in each Subcontract requiring that the Subcontractor also indemnify, defend and hold-harmless the District Indemnitees to the same extent required of the Contractor pursuant to this Part 24 of these General Provisions.

Section 24.6 Survival. With respect to acts, omissions, and incidents that occur prior to final completion of the Project, the Parties' respective rights, obligations, and liabilities pursuant to this Part 24 shall survive completion of the Project, final payment to the Contractor pursuant to Section 22.17 of these General Provisions, and termination of the Contract.

PART 25. CLAIMS AND LEGAL PROCEEDINGS

Section 25.1 Requirements and Procedures for Filing Claims Are Mandatory. This Part 25 establishes mandatory requirements and procedures applicable to the filing by the Contractor of any and each demand for: (i) extension of time; (ii) payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for or to which the claimant is not otherwise entitled; or (iii) an amount the payment of which is disputed by the District (each a "Claim"). **IF THE CONTRACTOR FAILS TO FILE ANY CLAIM IN STRICT ACCORDANCE WITH CERTAIN REQUIREMENTS AND PROCEDURES DESCRIBED IN THIS PART 25, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.**

Section 25.2 Mandatory Time Limits for Filing of Claims. The Contractor must file each Claim within fourteen days of the date the Contractor first becomes aware or reasonably should have first become aware of any basis for the Claim. In addition, the Contractor must file any Claim prior to when the District issues final payment to the Contractor pursuant to Section 22.17 of these General Provisions, and the District shall reject any Claim filed thereafter as null and void. **IF THE CONTRACTOR FAILS TO FILE A CLAIM WITHIN THE PERMITTED FOURTEEN-DAY PERIOD AND PRIOR TO FINAL PAYMENT, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.**

Section 25.3 Content of Claims and Substantiating Materials. Each Claim must consist of: (i) a cover letter that sets forth a summary of the basis or bases for the Claim (including, without limitation, dates of relevant occurrences, the particular persons involved or that have relevant knowledge, the specific remedy and/or compensation the Contractor is seeking, and, if applicable, the total amount of the Claim and a breakdown of the total amount into general categories of costs incurred by the Contractor); (ii) a reasonably detailed analysis of the contractual bases for the Claim (including, without limitation, identifying all provisions of the Contract Documents relevant to the Claim), the legal bases for the Claim, and any other bases or justifications for the Claim asserted by the Contractor, with cross-references to documents submitted in support of the Claim; and (iii) all documents that support the Contractor's position(s) as described in the Claim, including, by way of example and not as a limitation, any Drawings, Specifications, cost analyses, daily reports, *et cetera*. A Claim must include all information that the Contractor desires to be considered in connection with the review, analysis, and rejection or approval of the Claim.

Section 25.4 Mandatory Certification of Claims Subject to Penalty of Perjury. The Contractor must submit each Claim with a written certification by the Contractor stating that: (i) the Contractor has reviewed the Claim and is filing it in a good-faith belief that the Contractor is entitled to the remedy and/or compensation described in the Claim; (ii) each document and item of other supporting information (whether an original or copy) submitted with the Claim is authentic (i.e., not altered or modified in any manner), accurate and complete; (iii) the Claim accurately sets forth, the total amount of the District's monetary and/or other liability for the Claim; and (iv) the Contractor acknowledges that the filing of false and/or fraudulent claims may result in fines and/or imprisonment pursuant to Government Code Sections 12650 *et seq.* and Penal Code Section 72. An Authorized Contractor Officer must sign each such certification under penalty of perjury and the signature must be notarized. **IF THE CONTRACTOR FAILS TO SUBMIT THE REQUIRED CERTIFICATION WITH ANY CLAIM, THE CONTRACTOR SHALL BE DEEMED AND CONSTRUED TO HAVE FORFEITED AND WAIVED ANY AND ALL RIGHTS TO ASSERT THE CLAIM ON ANY BASIS OR TO INITIATE AND PURSUE ANY LEGAL ACTION OR OTHER PROCEEDING BASED ON ANY FACTS AND/OR CIRCUMSTANCES FORMING A BASIS FOR THE CLAIM.**

Section 25.5 Prerequisites for Filing Delay Claims. **NO CLAIM FILED BY THE CONTRACTOR THAT DEMANDS AN EXTENSION OF THE CONTRACT TIME AND/OR AN INCREASE IN THE CONTRACT PRICE BASED ON A DELAY IN THE WORK SHALL BE VALID, AND THE DISTRICT SHALL NOT BE REQUIRED TO CONSIDER ANY SUCH CLAIM, UNLESS THE CONTRACTOR DEMONSTRATES PRIOR COMPLIANCE WITH ALL APPLICABLE REQUIREMENTS OF SECTIONS 13.10 THROUGH 13.13, INCLUSIVE, OF THESE GENERAL PROVISIONS.** If the District disapproves a Change Order Request submitted in accordance

with Section 13.13 of these General Provisions, the period in which the Contractor may file a related Claim shall commence upon receipt by the Contractor of notice of such disapproval.

Section 25.6 Method of Filing Claims. The Contractor must file each complete Claim (i.e., each Claim that satisfies the requirements of Sections 25.1 through 25.5, inclusive, of these General Provisions) by delivering it to the District, with copies to the Architect, Project Manager, and Inspector of Record, via personal delivery (signature of receiving person requested) or certified or registered U.S. Mail (postage pre-paid and signature of receiving person requested).

Section 25.7 PCC Claims Procedures. The provisions of Public Contract Code Section 9204, and, to the extent applicable, Public Contract Code Section 20104 *et seq*. ("PCC Claims Procedures"), as those may be amended from time to time, shall apply to any and each Claim. The PCC Claims Procedures are incorporated herein by this reference. In summary, the PCC Claims Procedures specify requirements and procedures for filing a claim, for responding to a claim, and for disputing the response to a claim. The PCC Claims Procedures require that the claimant provide such documentation as reasonably supports the claim, and that the public agency provide to the claimant a written statement identifying the disputed and undisputed portions of the claim. The public agency must provide such response to the claimant within forty-five days after receiving the claim or, if approval of the response by the governing body of the public agency is required, then not later than three days following the next duly publicly noticed meeting of the governing body after such forty-five-day period. The PCC Claims Procedures specify additional requirements if the public agency does not timely respond or if the claimant disputes the response. In addition, the PCC Claims Procedures specify requirements for civil actions filed to resolve claims. The PCC Claims Procedures do not apply to tort claims or alter time periods for filing of tort claims in accordance with the Government Code. For additional information, the Contractor should refer to Public Contract Code Sections 9204 and 20104 *et seq*. **NOTHING IN THIS SECTION 25.7 OR IN THE PCC CLAIMS PROCEDURES SHALL BE DEEMED OR CONSTRUED TO SUPERSEDE THE REQUIREMENTS OF SECTIONS 25.1 THROUGH 25.6, INCLUSIVE, OF THESE GENERAL PROVISIONS, WHICH ARE APPLICABLE TO EACH AND EVERY CLAIM ARISING FROM THE WORK OR THE CONTRACT.**

Section 25.8 District Requests for Additional Information. Within twenty days of receipt of a Claim, the District, Architect and/or Project Manager may request (including for purposes of the PCC Claims Procedures when those are applicable) that the Contractor provide additional information relevant to the Claim that is believed reasonably necessary or convenient for analysis or evaluation of the Claim. The Contractor shall provide such additional information as soon as reasonably possible, but in no event later than ten days after receiving the District's request.

Section 25.9 Procedures for Initial Review of Claim by Architect. The Architect, in consultation with the Project Manager and the Inspector of Record, will review each Claim and, within twenty days after receipt of the Claim, will take one or more of the following preliminary actions: (i) request that the Contractor provide additional information pursuant to Section 25.8 of these General Provisions; (ii) if necessary due to the complexity and/or number of issues described in the Claim, provide information to the Contractor as to when the Architect anticipates being able to complete its review pursuant to this Section 25.9; (iii) recommend that the District disapprove the Claim in whole or in part, stating reasons for rejection; (iv) recommend that the District approve the Claim; or (v) suggest a compromise of the Claim. If the Architect anticipates that the review of the Claim cannot be completed within forty-five days following receipt by the District of the Claim, the District shall attempt to reach an agreement with the Contractor for an extension of the time to review the Claim. If the Contractor refuses to agree to such an extension, and the District does not otherwise respond to the Claim within

forty-five days following receipt of the Claim, the Claim shall be deemed rejected. Regardless of whether a Claim is processed pursuant to the PCC Claims Procedures, the District may, but is not obligated to, notify the Contractor's surety of the nature and amount of the Claim and request the surety's assistance in resolving the Claim.

Section 25.10 District Response to Claim Following Initial Architect Review. The District's response to each Claim shall be subject to approval by the District Board. In each case, following the initial review of a Claim by the Architect, the District will provide to the Contractor within the time required by the PCC Claims Procedures, a written statement identifying the portions of the Claim that are undisputed and that are disputed. If the District determines that some or all of a Claim is undisputed, the District will prepare or obtain and process a Change Order that appropriately documents the resolution of the Claim to the extent that the Claim is undisputed. Payment of any undisputed portion of the Claim shall be made in accordance with the PCC Claims Procedures.

Section 25.11 Initiation of Informal Claim-Resolution Efforts. If the Contractor disputes the District's written statement or if the District fails to respond to a Claim within the time required by the PCC Claims Procedures, the Contractor may demand that the District meet and informally confer with the Contractor in an attempt to settle the issues remaining in dispute. Each such demand must be in writing and sent to the District by registered or certified mail, return receipt requested. In such event, the District shall schedule a mandatory meeting of the Contractor and the District, Architect, Project Manager and Inspector of Record, to occur within thirty days following receipt by the District of the Contractor's written demand. The District and the Contractor may bring to such meeting any documents or other materials related to the basis or bases for the Claim and any individual(s) they believe necessary or convenient for purposes of such informal efforts. The individuals present at the meeting shall make good-faith efforts to resolve the Claim. If the District and the Contractor are unable to resolve the Claim during the meeting, but agree that further informal efforts would be productive, they may schedule additional meetings or discussions for purposes of continuing the efforts to resolve the Claim.

Section 25.12 Documentation of Compromise. If, following the meet and confer conference, the District and the Contractor agree to a compromise or other resolution of some or all of the disputed portion of a Claim, the Architect will prepare or obtain and process a Change Order, or the District and Contractor shall enter into another appropriate written agreement, that appropriately documents such agreement. The District, if applicable, shall pay any undisputed portion of a Claim in accordance with the PCC Claims Procedures.

Section 25.13 Architect Ruling if Claim Remains Unresolved. If, following the meet and confer conference, the District and the Contractor do not agree to a compromise or other resolution of the disputed portion of a Claim, the District will issue a written statement to the Contractor identifying the portions of the Claim that remain in dispute and that are undisputed. The District will issue its ruling within ten days of the conclusion of the informal meet and confer conference. Subject to the provisions of Section 25.14 of these General Provisions, if the Contractor disagrees with the District's statement as described in writing to the District, the portion of the Claim that remains in dispute shall be submitted to nonbinding mediation in accordance with the PCC Claims Procedures.

Section 25.14 Conditions Precedent to Initiating Subsequent Actions. With respect to each Claim, the compliance by the Contractor with the requirements of Sections 25.1 to 25.10 of these

General Provisions shall be a condition precedent to initiation by the Contractor of any legal or equitable action, arbitration, or other proceeding relating to or arising from the matters addressed in the Claim.

Section 25.15 Contractor Must Continue Work While Claims Pending. Neither the existence of any dispute, nor the filing or other initiation of any Claim or related action, arbitration or other legal proceeding, shall be deemed or construed to constitute a valid basis for the Contractor to stop, delay or change the Work. The Contractor must diligently continue with all Work as required by the Contract Documents (including, without limitation, as set forth in any Architect Field Directives) and in accordance with all milestones set forth in the Master Construction Schedule, regardless of whether: (i) any dispute exists or any Claim, action, arbitration or other legal proceeding has been filed or otherwise initiated; or (ii) the District disapproves any Claim. In the event a Claim is not resolved to the Contractor's satisfaction, the Contractor's sole remedy shall be to initiate an action or other legal proceedings as permitted pursuant to the Contract, but only, as described in Section 25.17 of these General Provisions, after the Project has been completed or the Contract has been terminated.

Section 25.16 Resolving Disputes Through Binding Arbitration. In the event a dispute remains following compliance with the PCC Claims Procedures, the Parties may agree in writing to resolve any Claim through binding arbitration. In such event, the District and Contractor shall attempt within thirty days thereafter to agree on the arbitrator who will conduct the arbitration. If the Parties cannot so agree, they shall request that the presiding judge of the Superior Court for the County designate an arbitrator with experience in public works construction. The District and the Contractor each shall pay one-half of the cost of the arbitration. The arbitrator shall establish procedures and rules to be followed in conducting the arbitration, which, at a minimum, shall specify that the arbitrator must adhere to and apply all substantive statutory, regulatory, administrative and decisional law that is applicable to the dispute. If a Party petitions to confirm, correct, or vacate the award as provided by Chapter 4 of Title 9 of the Code of Civil Procedure (commencing with Section 1285), the prevailing Party shall be entitled, as part of its costs to be fixed by the court, reasonable attorneys' fees and expenses incurred in connection with such proceedings. The surety that issued the Performance Bond and/or Payment Bond shall be made a party to any such arbitration and shall be fully bound by any decision of the arbitrator.

Section 25.17 Resolving Disputes in Court of Competent Jurisdiction. If any Claim is not resolved in accordance with the procedures set forth in this Part 25 after compliance by the Contractor with all such procedures as required, then, except if and as limited by Public Contract Code Section 20104.4 when it applies, the Contractor may file an action in a court of competent jurisdiction in the County seeking resolution of the Claim through bench trial. No such action may be initiated until after: (i) the entirety of the Project has been fully completed and accepted by the District in accordance with Section 19.9 of these General Provisions; (ii) completion of the Project has occurred as defined in Subsection (c) of Public Contract Code Section 7107; or (iii) the Contract in its entirety has been terminated prior to completion of the Project. **AS A CONDITION PRECEDENT TO THE CONTRACTOR'S RIGHT TO FILE ANY SUCH ACTION, WITHIN FIFTEEN DAYS AFTER COMPLETION OF THE PROCEDURES REQUIRED PURSUANT TO THIS PART 25 WITHOUT RESOLUTION OF THE APPLICABLE CLAIM, THE CONTRACTOR MUST PROVIDE WRITTEN NOTICE TO THE DISTRICT THAT THE CONTRACTOR THEREBY RESERVES ITS RIGHTS TO FILE SUCH ACTION.** Any statutory limitation on the period for filing of such an action shall be tolled, from the date the procedures required pursuant to this Part 25 are duly completed without resolution of the applicable Claim, until the date an action may be filed in accordance with the foregoing provisions of this Section. If a Claim for $375,000 or less remains in

dispute following the procedures set forth in this Part 25, the applicable provisions of Public Contract Code Section 20104.4.

Section 25.18 Neither Party's Remedies are Limited. Except as expressly stated in these General Provisions or the other Contract Documents, the rights and remedies available in accordance with the Contract are in addition to any rights and remedies available pursuant to applicable law; provided that the exercise of any and all such rights and remedies are subject to procedural requirements made applicable by this Part 25.

Section 25.19 Applicable Law and Venue. The Contract shall be construed and enforced in accordance with the laws of the State, notwithstanding any choice of law, conflict of laws, or other provision of any federal, state, or other law or governmental requirement. Any and each provision of law described or specified herein that is incorrectly described or specified shall, nonetheless, be applicable as if correctly described or specified herein. Any and each action, arbitration, mediation and other proceeding that arises from the Contract shall be initiated and conducted only in an appropriate forum located in the County.

Section 25.20 Survival. The Parties' respective rights and obligations pursuant to this Part 25 shall survive completion of the Project, final payment to the Contractor pursuant to Section 22.17 of these General Provisions, and termination of the Contract.

PART 26. MISCELLANEOUS PROVISIONS

Section 26.1 Entire Understanding and Agreement. The Contract, as defined in these General Provisions and as amended in accordance with the Contract Documents, constitutes the final, complete and exclusive statement of the terms of the agreement between the District and the Contractor pertaining to performance of the Work. The Contract supersedes all prior and contemporaneous understandings or agreements of the Parties, oral or written, except as those are included in the Contract. Each Party acknowledges and agrees that neither the other Party, nor its agents or attorneys, has induced the execution of the Contract by making any promise, representation, or warranty whatsoever, express or implied, not set forth in the Contract.

Section 26.2 Provisions Required by Law Deemed Included. Each and every provision required by law to be included in the Contract is hereby deemed to be so included, and the Contract shall be construed and enforced as if all such provisions are so included. If, for any reason, any provision required by law is not included or incorporated into the Contract Documents, or is not correctly included or incorporated into the Contract Documents, then, upon request of either the District or the Contractor, they shall amend the Contract Documents to include or incorporate, or to correctly include or incorporate, such provision.

Section 26.3 Execution of Documents in Counterparts. The District and the Contractor may sign the Agreement for Construction Services and other Contract Documents in one or more counterparts, which, taken together, shall be deemed and construed to constitute one and the same original instrument. Signature pages may be detached from counterpart originals and combined to physically form one or more copies of the Agreement for Construction Services having original signatures of both Parties.

Section 26.4 Captions and Headings. Any and all captions or headings for the Parts, Sections, Subsections and other provisions of these General Provisions and the other Contract Documents are provided solely for convenience of the reader and shall not be deemed or construed to establish, define, or limit the content or meaning of such provisions.

Section 26.5 No Third-Party Beneficiaries of Contract. Except to the extent provided by law (e.g., requirements for payment of prevailing wages to workers on the Project), no party other than the District or the Contractor may claim or assert any right or benefit arising from the Contract. Each provision of the Contract Documents shall be deemed and construed to benefit only the District and/or the Contractor unless and only to the extent the provision is included in the Contract specifically as a result of any law intended to benefit any third party. Provisions of the Contract Documents that relate to or permissibly expand on any provision of law intended to benefit any third party, but are not necessary for compliance with that law, shall be deemed and construed as being included in the Contract for the convenience of the Parties and shall not be deemed or construed to benefit any third party or as providing a basis for any claim, demand, action or other proceeding by a third party relating to the Contract.

Section 26.6 Circumscribed Right to Assign Contract. The Contractor may not, without the prior written consent of the District: (i) assign, transfer, pledge, or hypothecate the Contract or any interest therein; or (ii) sublet or lend the use of the Project Site or any portion thereof. Any consent by the District to any of the foregoing prohibited acts shall be deemed and construed to apply only in the particular circumstances for which consent is given and shall not be deemed or construed as consent for any subsequent similar or other circumstances. Except as expressly permitted by the Contract Documents, the Contractor shall not assign the Contract or any obligations pursuant to the Contract without the prior written consent of the District, which consent the District may grant or deny in its sole discretion. Any attempted or purported assignment by the Contractor of the Contract or any obligations pursuant to the Contract, without such prior written consent, shall be null and void, and the Contractor shall remain responsible for all of its obligations pursuant to the Contract. Subject to the foregoing, the Contract shall inure to the benefit of, and be binding on, the authorized successors and assigns of the Contractor.

Section 26.7 Waiver of Contract Requirements. The failure by either the District or the Contractor at any time(s) to require performance of any requirement of the Contract shall in no manner affect the right at a later time to enforce the same or any other provision of the Contract. Except as expressly provided in the Contract Documents, the forbearance or indulgence by either the District or the Contractor in any regard whatsoever shall not constitute a waiver of the requirement at issue. Until complete performance by a Party of the requirement at issue, the other Party shall be entitled to invoke any remedy available to it in accordance with this Contract, regardless of any such forbearance or indulgence. No requirement of the Contract to be performed by or on behalf of either the District or the Contractor can be waived except by the written consent of the other. Unless expressly provided in any such written waiver, no waiver by either the District or the Contractor of a breach or the performance of any requirement of the Contract shall be deemed to be construed as a continuing waiver of future breaches or future performance of the same or any other requirement.

Section 26.8 Requirements of Contract are Severable. If a court of competent jurisdiction determines, for any reason, that any provision or requirement of the Contract is invalid or unenforceable, such determination shall not invalidate or render unenforceable any other provision or requirement of the Contract. In such event, the remaining provisions and requirements shall be

interpreted, to the extent permitted by law, in a manner that is consistent with the intent and purpose underlying the invalid or unenforceable provision or requirement.

Section 26.9 Assignment of Anti-Trust Claims. As provided in Government Code Section 4552, in having submitted its bid for the Work, the Contractor thereby offered and agreed to assign to the District all rights, title and interest in and to all causes of action the Contractor may have under Section 4 of the Clayton Act (15 USC 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 purchase of goods, services, or materials pursuant to the Contract. This assignment shall become effective at the time the District tenders the final Progress Payment to the Contractor, without further acknowledgment by either the District or the Contractor.

Section 26.10 Service of Demands and Other Notices. Unless the Contract Documents expressly provide otherwise with respect to any particular circumstance, demands and other notices required or to be given pursuant to the Contract Documents must be in writing and must be given or served in accordance with this Section 26.10. Each such notice must be sent via: (i) personal delivery (with signature of recipient and recipient's name legibly written on delivery receipt); (ii) facsimile transmission (with transmission confirmation from the sender's machine retained in the sender's files and the original of the notice deposited into United States mail, first-class postage prepaid, within twelve hours after transmission); (iii) registered or certified United States mail (postage pre-paid and return receipt requested); or (iv) FedEx, U.P.S. or other reliable, private delivery service (with signature of recipient obtained on electronic or other delivery receipt). Notices sent to the District must be addressed and delivered to each of the Authorized District Officers identified in the Special Provisions, at the District's main administrative offices, and copies of each such notice must be sent to the Architect and the Project Manager. Notices sent to the Contractor must be addressed and delivered to either the Job Superintendent or any of the Authorized Contractor Officers. Any such notice shall be deemed given or served only upon receipt by the addressee. The requirements of this Section 26.10 shall not be deemed or construed to apply to communications of the District and/or the Contractor necessary for day-to-day administration of the Contract or performance of the Work or to service of process in accordance with applicable law or rules of court. A Party may change its address, facsimile transmission number, or person to whom attention should be directed, by giving notice as provided in this Section 26.10.

Section 26.11 Public Inquiries and Complaints. If the Contractor or any Subcontractor or other person or entity on, at or in the vicinity of the Project Site on account of the Work receives any inquiry, complaint, or other communication regarding the nature, status, *et cetera*, of the Work or the Project, from any homeowner, business owner, member of the press, or other member of the public, the inquiry, complaint or other communication must be referred to the District for response. The Contractor shall as necessary provide to the District any information in the Contractor's possession or control that is reasonably required for the District to respond to any such inquiry, complaint or other communication.

Section 26.12 District Notice of Third-Party Claims. In accordance with Public Contract Code Section 9201, the District shall timely notify the Contractor if the District receives any third-party claim relating to the Work or the Contract. The District shall be entitled to recover from the Contractor the District's reasonable costs incurred in providing such notification.

(End of General Provisions)

REQUIRED PROJECT FORMS

The Required Project Forms are set forth on the following pages and include:

1. Request for Information
2. Certification Regarding Employee Background Checks
3. Request To Substitute Specified Item
4. Architect Field Directive
5. Daily Time and Materials Report
6. Certification Regarding Readiness For Inspection (Upon Substantial Completion)
7. Certification Regarding Contractor Warranty
8. Request for Progress Payment
9. Conditional Waiver and Release (Progress Payment)
10. Unconditional Waiver and Release (Progress Payment)
11. Conditional Waiver and Release (Final Payment)
12. Unconditional Waiver and Release (Final Payment)
13. Certification Regarding DVBE Participation *[See Section 11 of Instructions for Bidders]*

REQUEST FOR INFORMATION

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388
Contractor Name: _____
RFI No: _____ **Date RFI Submitted To IOR:** _____

Subject: _____

Plan Sheet(s): _____ Spec. Section/Page: _____

Information Requested (attach additional sheets as needed): _____

Suggested Interpretation or Resolution (attach additional sheets as needed): _____

Anticipated Schedule Impact: ☐ Yes ☐ No Anticipated Cost Impact: ☐ Yes ☐ No

CONTRACTOR CERTIFICATION: The undersigned hereby certifies to the Project Owner identified above, subject to penalty for perjury pursuant to the laws of the State of California, that: (i) the undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this RFI on behalf of the Contractor; (ii) prior to submitting this RFI, the Contractor made good faith, thorough, and diligent efforts to review the Contract Documents in an attempt to resolve the inquiry set forth herein; and (iii) the Contractor is aware and understands that the response to this RFI shall not be deemed or construed to authorize any substitution or other change in the Work unless expressly described as an authorized change in the Response by Architect, below.

Representative Name: _____ Representative Title: _____

Representative Signature: _____ Date Signed: _____

Date RFI Received by IOR: _____ **Date RFI Received by Architect:** _____

Response by Architect (attach additional sheets as needed): _____

Architect Representative

Name: _____ Title: _____

Signature: _____ Date Signed: _____

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) The Contractor has fully complied with the requirements of Section 10.3 of the General Provisions for employee background checks, including, without limitation, with respect to employees of any Subcontractors that the Contractor intends to use on the Project;

(iii) All of the employees of the Contractor and its Subcontractors who will enter in or upon the Project Site, or be in the vicinity of the Project Site, in connection with the Project are identified on the Attachment Sheet(s) attached hereto;

(iv) None of the employees of the Contractor or its Subcontractors who are identified on the Attachment Sheet(s) attached hereto have been convicted of a violent or serious felony as defined in Subdivision (c) of Education Code Section 45125.2; and

(v) Except for the employees identified on the Attachment Sheet(s) attached hereto (and except for the employees identified on attachment(s) to other certifications using this form that the Contractor has submitted to the District in connection with the Project), the Contractor shall not suffer or permit any employees of the Contractor or any of its Subcontractors to enter in or upon the Project Site, or to be in the vicinity of the Project Site, in connection with the Project.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THE CONTRACTOR MUST ATTACH THIS CERTIFICATION TO THE LIST(S) OF EMPLOYEES PREPARED USING THE FOLLOWING ATTACHMENT SHEET.

CERTIFICATION REGARDING EMPLOYEE BACKGROUND CHECKS – ATTACHMENT SHEET

Contractor Name: _____

Instructions

(1) For each employee, enter all required information (as specified in the table below) in one row of the table.

(2) In the "Driver License/Identification" column in the table below: (i) specify the number of the employee's driver's license or, if the employee does not have a driver's license, the number of the employee's state-issued identification; and (ii) specify the state that issued the driver's license or identification.

(3) If identifying more than ten employees: (i) use copies of this Attachment Sheet to identify the additional employees; and (ii) on each such copy, specify the sheet number and total number of sheets where indicated at the bottom of this Attachment Sheet.

	Employer (Company)	Employee Name and Position	Sex	Date of Birth	Height	Weight	Hair Color	Eye Color	Driver License/Identification
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									

Attachment Sheet _____ of _____

REQUEST TO SUBSTITUTE SPECIFIED ITEM

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

Substitution Request No: _____ **Request Submittal Date:** _____

Specified Item: _____

Plan Sheet (s): _____ Spec. Section(s)/Page(s): _____

Proposed Substitute for Specified Item: _____

_____

Reason for Proposed Substitution (attach additional sheets as needed):

_____

_____

Contractor Certification: The undersigned hereby certifies to the Project Owner identified above, subject to penalty for perjury pursuant to the laws of the State of California, that: (i) the undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this Request to Substitute Specified Item on behalf of the Contractor; (ii) the specified Item is commercially unavailable or the Contractor has other good cause for requesting substitution, as described above in the Reason for Proposed Substitution; (iii) the Contractor made all reasonable efforts to obtain all information relevant to this Request to Substitute Specified Item; (iv) the Contractor has provided two copies of all of such information with this Request to Substitute Specified Item; (v) the Contractor reasonably and in good faith believes that the proposed substitute item is equal or better in all material respects to the Specified Item, will adequately and fully accomplish the intended aesthetics, purposes and/or functions of the Specified Item, and otherwise satisfies all requirements of Sections 14.4 through 14.10, inclusive, of the General Provisions of the Contract; and (vi) in connection with this Request to Substitute Specified Item, the Contractor shall pay or otherwise be responsible for any and all costs as provided in Sections 14.8 and 14.9 of the General Provisions of the Contract.

Representative Name: _____ Representative Title: _____

Representative Signature: _____ Date Signed: _____

Date Request Received by Architect: _____

Proposed Substitution:

☐ Approved ☐ Conditionally Approved (see notes)

☐ Not Approved (see notes) ☐ Received too late (see notes)

Notes (attach additional sheets as needed): _____

_____

_____

_____

Architect Representative:

Name: _____ Title: _____

Signature: _____ Date Signed: _____

ARCHITECT FIELD DIRECTIVE

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

Field Directive No: _____ **Date Issued:** _____

Subject: _____

Reference RFI, Change Order, Drawing, Specification and/or other document: _____

_____

Directive (attach additional sheets as needed): _____

_____

_____

_____

Reason for Directive (attach additional sheets as needed): _____

_____

_____

_____

_____

ARCHITECT CERTIFICATION: The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that: (i) the undersigned is a duly authorized representative of the Architect and, in that capacity, has executed this Architect Field Directive on behalf of the Architect; (ii) the Architect has determined based on review of relevant facts that implementation of this Field Directive will not result in any need for adjustment to the Contract Time and/or Contract Price.

Name: _____ Title: _____

Signature: _____ Date Signed: _____

District Acknowledgement of Directive:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

Project Manager Acknowledgement of Directive:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

PLEASE NOTE: THE CONTRACTOR'S APPROVAL IS NOT REQUIRED FOR THIS ARCHITECT FIELD DIRECTIVE TO BE VALID AND BINDING ON THE CONTRACTOR. IF CONTRACTOR BELIEVES THAT IMPLEMENTATION OF THIS ARCHITECT FIELD DIRECTIVE WILL REQUIRE AN ADJUSTMENT TO THE CONTRACT TIME AND/OR CONTRACT PRICE, THE CONTRACTOR MUST GIVE NOTICE IN ACCORDANCE WITH SECTION 17.5 OF THE GENERAL PROVISIONS OF THE CONTRACT.

DAILY TIME AND MATERIALS REPORT

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388
Contractor Name: _____
Description of Work: _____
Report No.: _____ **Date Work Performed:** _____ **Date of Report:** _____

LABOR:

No.	Hourly Rate	Time	Description	Cost
			TOTAL	

EQUIPMENT:

No.	Hourly Rate	Time	Description	Cost
			TOTAL	

MATERIALS:

Quantity	Unit Cost	Description	Cost
		TOTAL	

CONTRACTOR CERTIFICATION: The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that: (i) the undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this Report on behalf of the Contractor; and (ii) the descriptions of the labor, equipment and materials employed in completing the Work covered by this Report are true, accurate and complete.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

ACKNOWLEDGEMENT BY INSPECTOR OF RECORD:
Based on personal observation, the undersigned believes that the descriptions of the labor, equipment and materials employed in completing the Work covered by this Report are true, accurate and complete. This acknowledgement does not constitute approval on behalf of the District.

Inspector Name: _____

Inspector Signature: _____

Date Signed: _____

CERTIFICATION REGARDING READINESS FOR INSPECTION

(Upon Substantial Completion)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

Inspection requested for (check only one of the following)**:**

☐ **All of the Work** ☐ **Portion of the Work, described as**: _____

_____

PLEASE NOTE: DISTRICT APPROVAL REQUIRED, IN ADVANCE, FOR INSPECTION OF ONLY A PORTION OF THE WORK.

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) All inspection and testing of the Work has been completed as required by the Contract Documents and applicable law, including, without limitation, in the presence of, as applicable, the District, the Architect, the Inspector of Record, and other consultants, inspectors and government agency representatives;

(iii) The Contractor has determined, in accordance with Section 19.1 of the General Provisions, that the Work has been satisfactorily performed in accordance with the Contract Documents (including, without limitation, that all equipment and systems installed in connection with the Work are fully operational), and the Work is now ready for inspection for purposes of determining whether the Work has been Substantially Completed;

(iv) If this certification is submitted in connection with a re-inspection of any Work, the previously incomplete and/or unsatisfactory portions of the Work have been completed and/or corrected in accordance with the Contract Documents; and

(v) The Contractor acknowledges that, as provided in Section 19.8 of the General Provisions, the Contractor shall be solely responsible and liable for any and all costs incurred by the District if the Contractor requests an inspection of any portion of the Work in any of the following circumstances:

(1) It is reasonably apparent that such portion of the Work is not complete and ready for inspection;

(2) In the reasonable opinion of the District, Architect, Construction Manager or Inspector of Record, the Contractor is using the inspection as a means to define or determine the scope of such Work or the scope of the uncompleted portions of any Work;

(3) In the reasonable opinion of the District, Architect, Construction Manager and/or Inspector of Record, the Contractor is using the inspection as a means to accelerate the Work of any Subcontractor;

(4) The Work fails to pass the inspection due to any negligence or misconduct of the Contractor or any Subcontractor or other person or entity on, at or in the vicinity of the Project Site on account of the Work;

(5) Work noted as incomplete and/or unsatisfactory during a prior inspection is not reasonably complete and/or satisfactory upon re-inspection; or

(6) The Work is not ready for inspection and it is reasonably apparent that, for any other reason, the Contractor did not request the inspection in good faith.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

CERTIFICATION REGARDING CONTRACTOR WARRANTY

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388
Contractor Name: _____

The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that all of the following is true and correct:

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this acknowledgement on behalf of the Contractor;

(ii) The Contractor hereby acknowledges its obligations pursuant to the Contractor Warranty (defined in Section 21.2 of the General Provisions), including, without limitation, the obligation, at its cost, to repair, replace or otherwise correct any defective Work that is discovered prior to the expiration of any applicable Warranty Period (defined in Section 21.4 of the General Provisions);

(iii) The Contractor hereby acknowledges that, except as the Contract Documents may otherwise provide:

(a) The Warranty Period applicable to the Work generally shall commence on the Substantial Completion Date (defined in Section 20.1 of the General Provisions) and end on the date that is one year after the Project Acceptance Date or the date that is two years after the Substantial Completion Date, whichever is sooner;

(b) The Warranty Period applicable to any and all heating, ventilation and air conditioning equipment, controls, *et cetera* (including, without limitation, any replacements, repairs and/or other work), shall commence when such portion of the Work first begins and shall end on the date that is two years after the Project Acceptance Date or the date that is three years after the Substantial Completion Date, whichever is sooner; and

(c) The Warranty Period applicable to any and all roofing materials, membranes, flashings or other sheet-metal, *et cetera* (including, without limitation, any replacements, repairs and/or other work), shall commence when such portion of the Work first begins and shall end on the date that is five years after the Substantial Completion Date.

(iv) The Contractor hereby acknowledges that any provision of the Contract Documents that specifically requires a longer Warranty Period shall govern over the foregoing clause (iii), and in no event shall any applicable Warranty Period serve as a limitation with respect to latent defects in the Work, which remain subject to applicable statute(s) of limitation;

(v) The Contractor hereby acknowledges that, in no event shall the Contractor Warranty be deemed or construed to limit, in any manner, any manufacturer or other third-party guarantee or warranty. At all times while the Contractor Warranty is in effect during an applicable Warranty Period, the Contractor must assist the District in processing any manufacturing and other third-party guarantee or warranty claims with respect to systems, equipment, materials and/or other things incorporated into the Project as part of the Work;

(vi) The Contractor, at no cost to the District, must perform Warranty Work (defined in Section 21.7 of the General Provisions) within ten days after receipt of written notice from the District or, if the Warranty Work reasonably cannot be completed within ten days of notice from the District, within such reasonable time as determined by the District. The Contractor must coordinate all Warranty Work with the District in order to avoid interfering with District operations and/or endangering any person(s) or property at the Project Site. The Contractor must, in each case, provide written notice to the District upon completing any Warranty Work;

(vii) The Contractor hereby acknowledges that the District, at the Contractor's cost, may cause any required Warranty Work to be performed by other than the Contractor if: (i) the Contractor fails to undertake and/or complete any Warranty Work within the time permitted; or (ii) if the District reasonably determines that an Emergency situation exists and the delay that would result from providing notice to the Contractor and permitting the Contractor to perform the Warranty Work would endanger or further endanger any person(s) or property. In no event shall the District so causing any Warranty Work to be performed be deemed or construed to limit or otherwise condition the responsibilities and/or liabilities of the Contractor pursuant to the Contractor Warranty; and

(viii) The Contractor hereby acknowledges that this Contractor Warranty form is a summary, and not a complete restatement, of the provisions of Part 21 of the General Provisions. In the event of a conflict between any provision of Part 21 of the General Provisions and the provisions of this Contractor Warranty form, the General Provisions shall govern.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

REQUEST FOR PROGRESS PAYMENT

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

Payment Request No: _____ **Request Date:** _____ **For period to:** _____

Date Request Received (to be completed by Architect)**:** _____

CONTRACTOR'S REQUEST FOR PROGRESS PAYMENT: The Contractor hereby requests payment in connection with the Project, as shown below and on attached Continuations Sheet(s).

1. Original Contract Price ..... $_____
2. Net approved and executed Change Orders (from Continuation Sheet(s)) $_____
3. Contract Price as adjusted to date (line 1 + line 2) ..... $_____
4. Total Work completed to date (including this Request) ..... $_____
5. Retention from total Work completed to date (per Contract) ..... $_____
6. Total Work completed less total Retention (line 4 – line 5) ..... $_____
7. Total prior Requests paid ..... $_____
8. Payment due for this Request (line 6 – line 7) ..... $_____
9. Balance to finish, including Retention (line 3 – line 4) ..... $_____

CONTRACTOR CERTIFICATION: The undersigned hereby certifies to the Project Owner identified above (herein, "District"), subject to penalty for perjury pursuant to the laws of the State of California, that: (i) the undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this Request for Progress Payment on behalf of the Contractor; (ii) the portion of the Work covered by this Request for Progress Payment has been completed in strict accordance with the Contract Documents; (iii) the amount specified on Line 8, above, is now due and payable; and (iv) the Contractor has paid all Subcontractors and others due any payment attributable to Work covered by prior Request for Progress Payments.

Name: _____

Title: _____

Signature: _____

Date Signed: _____

ARCHITECT CERTIFICATION: The undersigned hereby certifies to the District, subject to penalty for perjury pursuant to the laws of the State of California, that: (i) the undersigned is a duly authorized representative of the Architect and, in that capacity, has executed this Request for Progress Payment on behalf of the Architect; and (ii) the Architect has determined based on site-observations and the data substantiating this Request for Progress Payment that the Work has progressed as indicated herein, the quality of the Work is in accordance with the Contract Documents, and the Contractor is hereby entitled to payment of the amount specified on Line 8, above.

Name: _____

Title: _____

Signature: _____

Date Signed: _____

Inspector of Record Acknowledgement of Review:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

District Acknowledgement of Review:

Name: _____

Title: _____

Signature: _____

Date Signed: _____

REQUEST FOR PROGRESS PAYMENT – CONTINUATION SHEET

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

Payment Request No: _____ **Request Date:** _____ **For period to:** _____

A	B	C	D	E	F	G	H	I
Item No.	**Description of Work**	**Scheduled Value**	**Work Completed** All prior Applications	This Period	**Total Complete To Date** (D+E)	**%** (F/C)	**Balance to Finish** (C-F)	**Retention**
1.								
2.								
3.								
4.								
5.								
6.								
7.								
8.								
9.								
10.								
11.								
12.								
13.								
14.								
15.								
16.								
17.								
	Sub-Total							
	Change Order Work							
	Change Order No. 1							
	Change Order No. 2							
	Change Order No. 3							
	Change Order No. 4							
	Change Order No. 5							
	Total To Date							

Change Order Summary	**Additions**	**Deductions**	**Net Change to Date**
Total of all prior Change Orders			
Change Orders approved this month			
Total Additive/Deductive Changes to Date			

Continuation Sheet _____ of _____

CONDITIONAL WAIVER AND RELEASE (PROGRESS PAYMENT)

(Civil Code § 8132)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE UPON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

CONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the Parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only upon the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

EXCEPTIONS

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $_____

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE (PROGRESS PAYMENT)

(Civil Code § 8134)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

NOTICE: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

UNCONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the Parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. The claimant has received the following progress payment: $

EXCEPTIONS

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CONDITIONAL WAIVER AND RELEASE (FINAL PAYMENT)

(Civil Code § 8136)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE UPON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

CONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the Parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only upon the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: _____

Amount of Check: $_____

Check Payable to: _____

EXCEPTIONS

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

UNCONDITIONAL WAIVER AND RELEASE (FINAL PAYMENT)

(Civil Code § 8138)

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

NOTICE: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

IDENTIFYING INFORMATION

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

UNCONDITIONAL WAIVER AND RELEASE

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the Parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This claimant has been paid in full.

EXCEPTIONS

This document does not affect any of the following: _____

Disputed claims for extras in the amount of: $_____

SIGNATURE

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

CERTIFICATION REGARDING DVBE PARTICIPATION

Project Owner: Tustin Unified School District

Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388

Contractor Name: _____

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

(i) The undersigned is a duly authorized representative of the Contractor and, in that capacity, has executed this certification on behalf of the Contractor;

(ii) The California-certified DVBE entities listed on the attachment sheet(s) to this certification participated in the Contract to the extent described on the attachment sheet(s); and

(iii) The dollar amount of the DVBE participation in the Contract totaled:

_____ dollars ($_____),

which represents approximately _____ percent (_____ %) of the total Contract Price, including any and all Change Orders.

Representative Name: _____

Representative Title: _____

Representative Signature: _____

Date Signed: _____

PLEASE NOTE: THIS CERTIFICATION PAGE MUST BE ACCOMPANIED BY THE LIST OF DVBE ENTITIES ON THE FOLLOWING ATTACHMENT SHEET. MAKE AND USE COPIES OF THE ATTACHMENT SHEET, AS NECESSARY TO LIST ADDITIONAL DVBE ENTITIES.

CERTIFICATION REGARDING DVBE PARTICIPATION – ATTACHMENT SHEET

Project Owner: Tustin Unified School District
Project: TUSD – Hicks Canyon Elementary School Portable Project; Bid No. 388
Contractor Name: _____
Attachment Sheet _____ of _____

---

1. DVBE Entity Name: _____

   State DVBE Certification No.: _____ Telephone No.: _____

   Business Address: _____

   Participation in Contract: $_____

   Type of Participation: _____

2. DVBE Entity Name: _____

   State DVBE Certification No.: _____ Telephone No.: _____

   Business Address: _____

   Participation in Contract: $_____

   Type of Participation: _____

3. DVBE Entity Name: _____

   State DVBE Certification No.: _____ Telephone No.: _____

   Business Address: _____

   Participation in Contract: $_____

   Type of Participation: _____

4. DVBE Entity Name: _____

   State DVBE Certification No.: _____ Telephone No.: _____

   Business Address: _____

   Participation in Contract: $_____

   Type of Participation: _____

Tustin Unified School District

TUSTIN UNIFIED SCHOOL DISTRICT

RELOCATABLE CLASSROOM BUILDINGS

HICKS CANYON ELEMENTARY SCHOOL

3817 VIEWPARK AVENUE, IRVINE, CA 92602

VICINITY MAP



SYMBOLS

- 1 / A101 — DETAIL NUMBER / SHEET WHERE DRAWN
- 1 / A101 — DETAIL NUMBER / SHEET WHERE DRAWN
- 1A / 1A A101 1A / 1A — VIEW NUMBER / DETAIL NUMBER
- 0 — GRIDLINE
- 1 — WALL TYPES TAG
- ROOM NAME / 101 — ROOM NAME / ROOM #
- 1 — REVISION TAG
- 101 — DOOR TAG
- A — WINMDOW TAG
- A — FINISH TAG
- XX.XXX — KEYNOTE

PROJECT DIRECTORY

OWNER:
TUSTIN UNIFIED SCHOOL DISTRICT
300 SOUTH C STREET
TUSTIN, CA 92780
T: 714-730-7301
TOM RIZZUTI
DIRECTOR OF FACILITIES & PLANNING
TRIZZUTI@TUSTIN.K12.CA.US
T: 714-730-7515

ARCHITECT:
MORRISSEY ASSOCIATES, INC.
3337 SUSAN STREET, SUITE 225
COSTA MESA, CA 92626
T: 714.836.6137
F: 714.836.8513
TOM MORRISSEY
TMORRISSEY@MORRISSEYAI.COM

CIVIL:
civTEC
999 CORPORATE DRIVE, SUITE 100
LADERA RANCH, CA 92694
T: 949-463-8822
TOM CARCELLI
TEC@CIVTEC.NET

PLUMBING:
POCOCK DESIGN SOLUTIONS
14451 CHAMBERS ROAD, SUITE 210
TUSTIN, CA 92780
T: 949-417-3903
TIM POCOCK
TIM@POCOCKDESIGNSOLUTIONS.COM

ELECTRICAL:
FBA ENGINEERING
150 PAULARINO AVENUE, SUITE A120
COSTA MESA, CA 92626
T: 949-852-9995
MARK MAHDAVIAN
MARKM@FBAENGR.COM

SCOPE OF WORK

THIS SCOPE OF WORK DESCRIBES ONLY BASIC SCOPE OF WORK. IT SHALL NOT BE CONSTRUED NOR IMPLIED TO BE A COMPLETE DESCRIPTION OF THE SCOPE OF WORK. THE COMPLETE SCOPE OF WORK IS CONTAINED WITHIN THE COMPLETE SET ON CONSTRUCTION DOCUMENTS

RELOCATION OF (2) 24' X 40' RELOCATABLE CLASSROOM BUILDINGS (PC 02-123742), ALTERATION TO ADMINISTRATION BUILDING A (RESTROOMS) AND CLASSROOM BUILDING C (RESTROOMS)

GENERAL NOTES

1. ALL WORK SHALL COMPLY WITH CODES, LAWS, & REGULATIONS OF PUBLIC AUTHORITIES GOVERNING THE WORK & CONFORMING TO 2022 EDITION TITLE 24, CALIFORNIA CODE OF REGULATIONS (CCR)
2. CONTRACTOR SHALL OBTAIN & PAY FOR ALL PERMITS REQUIRED BY PUBLIC AUTHORITIES GOVERNING THE WORK
3. CONTRACTOR SHALL VERIFY ALL DIM. & CONDITIONS AT THE JOB SITE PRIOR TO START OF WORK. ARCHITECT SHALL BE NOTIFIED OF ANY DISCREPANCIES.
4. CONTRACTOR SHALL SUBMIT REQUESTS for SUBSTITUTIONS, REVISIONS, or CHANGES TO ARCHITECT PRIOR TO PURCHASE, FABRICATION or INSTALLATION
5. CONTRACTOR SHALL PROTECT AREA OF WORK AND ADJACENT AREAS ON SITE FROM BEING DAMAGED DURING CONSTRUCTION
6. COORDINATE WORK WITH THE DISTRICT, INCLUDING SCHEDULING TIME & LOCATIONS FOR DELIVERIES, SITE ACCESS, AND USE OF SERVICES. MIN. DISTURBANCE TO NEIGHBORS.
7. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL CONSTRUCTION DEBRIS OFF SITE
8. MAINTAIN ALL EXITS, EXIT LIGHTING, FIRE PROTECTIVE DEVICES, AND ALARMS IN CONFORMANCE WITH CODES AND ORDINANCES
9. PATCH & REPAIR DAMAGED SURFACE (IN CONTRACT AREA & ALL DAMAGE SURFACES & IMPROVEMENTS DAMAGED DUE TO CONSTRUCTION ACTIVITY). AS REQD. TO & MATCH ADJACENT (E) SURFACES, PAINT AS REQUIRED.
10. MAINTAIN WORK AREAS SECURE AND LOCKABLE DURING CONSTRUCTION
11. DO NOT SCALE DRAWINGS. WRITTEN DIMENSIONS SHALL GOVERN, IN CASE OF CONFLICT CONSULT ARCHITECT.
12. AT THE COMPLETION OF CONSTRUCTION, REPAIR ALL DAMAGE TO THE PAVED AND LANDSCAPED AREAS TO THE SATISFACTION OF DISTRICT ARCHITECT CAUSED BY CONTRACTOR
13. PROVIDE BARRICADES AND PROTECTION AS REQUIRED.
14. NOT USED
15. PARTITIONS ARE DIMENSIONED TO FACE OF STUD, UNLESS OTHERWISE NOTED. MAINTAIN DIMENSIONS MARKED "CLEAR". ALLOW FOR THICKNESS OF FINISHES.
16. COORDINATE AND PROVIDE BACKING FOR MILLWORK AND ITEMS ATTACHED OR MOUNTED TO WALLS OR CEILINGS
17. CHANGE TO APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDUM OR CONSTRUCTION CHANGE DOCUMENT APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 24, CCR.
18. IN CASE OF CONFLICT, MOST STRINGENT METHOD OF CONSTRUCTION SHALL GOVERN
19. LOCATIONS OF UTILITIES IF INDICATED ON PLANS ARE NOT GUARANTEED TO BE ACCURATE OR COMPLETE. BUT ARE PLOTTED FOR INFORMATION OF CONTRACTOR. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE EXACT LOCATIONS OF UTILITIES & THEIR SERVICE CONNECTIONS.
20. CONSTRUCTION DOCUMENTS ARE PROVIDED TO ILLUSTRATE DESIGN & GENERAL TYPE OF CONSTRUCTION DESIRED, & IMPLIES THE FINEST QUALITY OF CONSTRUCTION MATERIALS & WORKMANSHIP. CONTRACTOR IS ASSUMING RESPONSIBILITY FOR THE WORK INDICATED, & SHALL COMPLY WITH THE SPIRIT AS WELL AS THE LETTER IN WHICH THEY WERE DRAWN.
21. THE CONTRACTOR GUARANTEES THAT THE WORK PERFORMED WILL BE FREE FROM FAULTY MATERIALS & WORKMANSHIP. UPON RECEIPT OF NOTIFICATION FROM THE LAUSD CONTRACTOR SHALL REMEDY, REPAIR or REPLACE IMMEDIATELY WITHOUT COST TO LAUSD ALL DEFECTS or IMPERFECTIONS APPEARING IN THE WORK.
222. THE INTENT OF THE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24 CALIFORNIA CODE OF REGULATIONS. SHOULD ANY EXISTING CONDITIONS SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE DSA APPROVED DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24, CALIFORNIA CODE OF REGULATIONS, A CONSTRUCTION CHANGE DOCUMENT, OR SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED REPAIR WORK SHALL BE SUBMITTED TO AND APPROVED BY DIVISION OF THE STATE ARCHITECT BEFORE PROCEEDING WITH THE REPAIR WORK. (SECTION 4-317(c), PART 1, TITLE 24, CCR)
23. A DSA CERTIFIED PROJECT INSPECTOR EMPLOYED BY THE SCHOOL DISTRICT WITH CLASS 3 CERTIFICATION AND APPROVED BY THE DIVISION OF STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK, IS REQUIRED FOR THIS PROJECT. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24, CCR.
24. DISTRICT PROJECT INSPECTOR SHALL NOTIFY ARCHITECT OR ENGINEER OF RECORD (AOR/EOR), PRIOR TO CONSTRUCTION START DATE, FOR CONSTRUCTION OBSERVATION AND SUPPORT SERVICES.
25. (FOR ALL DSA APPROVED PROJECTS): NO SCOPE OF ANY WORK SHALL BE ADDED OR DELETED FROM THE DSA APPROVED DOCUMENTS WITHOUT NOTIFYING ARCHITECT or ENGINEER OF RECORD (AOR/EOR) FOR APPROVAL. IF CHANGES ARE TO BE MADE, & CONSTRUCTION CHANGE DIRECTIVE (CCD) SHALL BE FILED WITH DSA BY THE AOR/EOR.
26. A DSA ACCEPTED TESTING LABORATORY DIRECTLY EMPLOYED BY THE SCHOOL DISTRICT SHALL CONDUCT ALL THE REQUIRED TESTS AND INSPECTIONS FOR THE PROJECT.
27. UNLESS SPECIFICALLY SHOWN ON THESE PLANS, NO STRUCTURAL MEMBER SHALL BE CUT, NEITHER DRILLED NOR NOTCHED WITHOUT PRIOR WRITTEN AUTHORIZATION FROMTHE STRUCTURAL ENGINEER AND THE DIVISION OF THE STATE ARCHITECT.
28. GRADING PLANS, DRAINAGE IMPROVEMENTS, ROAD AND ACCESS REQUIREMENTS AND ENVIRONMENTAL HEALTH CONSIDERATIONS SHALL COMPLY WITH ALL LOCAL ORDINANCES.
29. MAINTAIN THE INTEGRITY OF ALL EXISTING RATED ASSEMBLIE U.O.N.

ABBREVIATIONS

@	AT
A/C	AIR CONDITIONING
AC	ASPHALTIC CONCRETE
ACC.	ACCESSIBLE
ADJ	ADJUSTABLE
AFF	ABOVE FINISH FLOOR
ALT	ALTERNATE
ALUM	ALUMINUM
AUTO	AUTOMATIC
BM	BEAM
BD	BOARD
BLDG.	BUILDING
BLK'G	BLOCKING
CA.	CALIFORNIA
CEM	CEMENTITIOUS BACKER
C.J.	CONTROL JOINT
CL	CENTER LINE
CLG	CEILING
CLF	CHAIN LINK FENCE
CLR.	CLEAR
CMU	CONC. MASONRY UNIT
COMP	COMPOSITION
CONC	CONCRETE
CONT	CONTINUOUS
COORD	COORDINATION/COORDINATE
CSK	COUNTERSUNK
DBL	DOUBLE
DEMO	DEMOLITION
DIM	DIMENSION
DISP	DISPENSER
DET.	DETAIL
DIA	DIAMETER
DN	DOWN
DS	DOWNSPOUT
DWG	DRAWING
DF	DRINKING FOUNTAIN
EA.	EACH
EQ	EQUAL
E.J.	EXPANSION JOINT
EXT	EXTERIOR
(E)	EXISTING
EXIST	EXISTING
EXH	EXHAUST
FD	FLOOR DRAIN
FIN	FINISH
FF	FINISH FLOOR
FH	FIRE HYDRANT
FIN	FINISH
FLR	FLOOR
FOM	FACE OF MASONRY
FOS	FACE OF STUDS
FT (')	FOOT, FEET
GA	GAUGE
GALV	GALVANIZED
GL	GLASS
GYP. BD.	GYPSUM BOARD
GEN'L	GENERAL
HC	HOLLOW CORE
HR	HOUR
HT	HEIGHT
HM	HOLLOW METAL
ID	INSIDE DIAMETER
IN, (")	INCH
INSUL	INSULATION
INT	INTERNATIONAL
LAM	LAMINATED
LAV	LAVATORY
LOC.	LOCATION
lb./ lbs.	POUND
MAX	MAXIMUM
MECH	MECHANICAL
MFR	MANUFACTURER
MIN.	MINIMUM
MISC	MISCELLANEOUS
MTL	METAL
(N)	NEW
N.I.C.	NOT IN CONTRACT
NO, #	NUMBER or POUND
NTS	NOT TO SCALE
OC	ON CENTER
OD	OUTSIDE DIAMETER
O.F.C.I.	OWNER FURNISHED CONTRACTOR INSTALLED
O.F.& I.	OWNER FURNISHED & INSTALLED
OPP	OPPOSITE
OH	OPPOSITE HAND
PL	PROPERTY LINE
PA	PLANTING AREA
PL	PLATE
PLAS	PLASTER
PLYWD	PLYWOOD
P LAM	PLASTIC LAMINATE
R, RAD	RADIUS
REF	REFERENCE
REINF	REINFORCEMENT
RET	RETURN
RM	ROOM
REQ'D	REQUIRED
SHT'G	SHEATHING
SF	SQUARE FEET
SIM	SIMILAR
SPEC	SPECIFICATION
SQ	SQUARE
SS	STAINLESS STEEL
STL.	STEEL
STOR	STORAGE
STD	STANDARD
STRCT.	STRUCTURAL
SUSP	SUSPENDED
SW	SWITCH
T.B.	TACK BOARD
T.C.	TOP OF CURB
T.O.	TOP OF
TOS	TOP OF SLAB
TOW	TOP OF WALL
TRESH.	THRESHOLD
TYP.	TYPICAL
UNO / UON	UNLESS (OTHERWISE) NOTED OTHERWISE
VAR	VARIES
V.C.T.	VINYL COMPOSITION TILE
VERT.	VERTICAL
V I F	VERIFY IN FIELD
WD	WOOD
WP	WATER PROOF
WT	WEIGHT
WWF	WELDED WIRE FABRIC

SHEET INDEX

GENERAL INFORMATION
G-0.00 TITLE SHEET / SYMBOLS / GENERAL NOTES
G-0.01 FIRE ACCESS PLAN
G-0.02 FLOOD HAZARD MAP
G-1.00 SPECIFICATIONS
G-1.01 SPECIFICATIONS

CIVIL
C-0.1 TITLE SHEET
C-1.1 PRECISE GRADING PLAN
C-3.1 EROSION CONTROL PLAN
C-4.1 HORIZONTAL CONTROL PLAN

ARCHITECTURE
A-1.01 SITE PLAN - NEW CONSTRUCTION
A-4.01 ENLARGED PLANS - RESTROOMS
A-9.00 DETAILS
A-9.01 DETAILS

PLUMBING
P-0.01 PLUMBING LEGEND, SCHEDULES & GENERAL NOTES
P-1.01 ENLARGED PLUMBING FLOOR PLANS

ELECTRICAL
E-0.1 SYMBOL LIST, SINGLE LINE DIAGRAM AND DETAILS
E-0.2 FIRE ALARM SYSTEM INFORMATION
E-0.3 ELECTRICAL SPECIFICATIONS
E-1.1 E-1.1 OVERALL SITE ELECTRICAL PLAN
E-1.2 E-1.2 ENLARGED SITE ELECTRICAL PLAN
E-2.1 PORTABLE BUILDING ELECTRICAL PLANS
TOTAL SHEETS: 21

MODULAR BUILDINGS (A#02-123742)
ARCHITECTURE
TS TITLE SHEET
A1.0 TYPICAL FLOOR PLANS

STRUCTURAL
S2.1 WOOD FOUNDATION PLAN 50 PSF LIVE LOAD + 15 PSF PARTITION LOAD
S2.4 WOOD FOUNDATION DETAILS
S3.0 FLOOR FRAMING PLAN & DETAILS FOR PLLYWOOD FLOOR
S4.2 ROOF FRAMING DETAILS
TOTAL SHEETS: 6

ACCESSIBLE RAMP (A#04-122263)
1 COVER SHEET
2 PLAN & DETAILS PC
4 DETAILS & NOTES PC
5 MULTIPLE LANDINGS & RAMPS PC
TOTAL SHEETS: 4

TOTAL SHEETS: 21 + 6 + 4 = 31 SHEETS

STATEMENT OF GENERAL CONFORMANCE

Application No. 04-125070 File No. 30-51

The drawings identified as follows:

☒ All drawing sheets included in this set not bearing my stamp and signature.

☐ Drawing sheets denoted in the sheet index as follows: _____

☐ Drawing sheets included under the following PC approval(s): _____

have been prepared by other design professionals or consultants who are licensed and authorized to prepare such drawings (plans) in this state. They have been examined by me for:

1. Design intent and appear to meet the appropriate requirements of Title 24, California Code of Regulations and the project specifications prepared by me, and
2. Coordination with my drawings (plans) and specifications and are acceptable for incorporation into the construction of this project.

Per Title 24, Part 1, Section 4-316(b): This Statement of General Conformance shall not be construed as relieving me of my rights, duties, and responsibilities under Sections 17302 and 81138 of the Education Code and Sections 4-336, 4-341 and 4-344 of Title 24, Part 1.

Signature — Date 12/17/2025
Architect or Engineer designated to be in general responsible charge

THOMAS MORRISSEY
Print Name

C19226 License Number — **04/30/2027** Expiration Date

APPLICABLE CODES & STANDARDS

ALL WORK PERTAINING TO AND ALL MATERIALS SUPPLIED FOR EXECUTING AND COMPLETING THIS CONTRACT SHALL COMPLY WITH PROVISIONS SPECIFIED IN THE CONTRACT DOCUMENTS AND WITH ALL APPLICABLE LAWS, REGULATIONS AND ORDINANCES GOVERNING WORK INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:

1. **PARTIAL LIST OF APPLICABLE CODES**
   a. 2025 CALIFORNIA ADMINISTRATIVE CODE (CAC), PART 1, TITLE 24 CCR
   b. 2022 CALIFORNIA BUILDING CODE (CBC), PART 2, TITLE 24 CCR
   c. 2022 CALIFORNIA ELECTRICAL CODE (CEC), PART 3, TITLE 24 CCR
   d. 2022 CALIFORNIA MECHANICAL CODE (CMC), PART 4, TITLE 24 CCR
   e. 2022 CALIFORNIA PLUMBING CODE (CPC), PART 5, TITLE 24 CCR
   f. 2022 CALIFORNIA ENERGY CODE (CEC), PART 6, TITLE 24 CCR
   g. 2022 CALIFORNIA FIRE CODE (CFC), PART 9, TITLE 24 CCR
   h. 2022 CALIFORNIA EXISTING BUILDING CODE (CEBC), PART 10, TITLE 24 CCR
   i. 2022 CALIFORNIA GREEN BUILDING STANDARDS CODE (CALGREEN), PART 11, TITLE 24 CCR
   j. 2022 CALIFORNIA REFERENCED STANDARDS CODE, PART 12, TITLE 24 CCR
   k. TITLE 19 CCR, PUBLIC SAFETY, STATE FIRE MARSHAL REGULATIONS
2. **PARTIAL LIST OF APPLICABLE STANDARDS - NFPA STANDARDS**
   FOR A COMPLETE LIST OF APPLICABLE NFPA STANDARDS REFER TO 2022 CBC (SFM) CHAPTER 35 AND CALIFORNIA FIRE CODE CHAPTER 80. SEE CALIFORNIA BUILDING CODE, CHAPTER 35, FOR STATE OF CALIFORNIA AMENDMENTS TO THE NFPA STANDARDS.
3. APPLICABLE ORDINANCES OF THE CITY OF IRVINE AND THE COUNTY OF ORANGE
4. ALL WORK SHALL CONFORM TO THE 2022 TITLE 24, CALIFORNIA CODE OF REGULATIONS
5. CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE MADE BY AN ADDENDA OR CONSTRUCTION CHANGE DIRECTIVE APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4-338, PART 1, TITLE 12, CCR.
6. A 'DSA CERTIFIED' PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DSA SHALL PROVIDE CONTINUOUS INSPECTION OF THE WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4-342, PART 1, TITLE 24, CCR. A MINIMUM CLASS 3 INSPECTOR IS REQUIRED.
7. THE INTENT OF THESE DRAWINGS AND SPECIFICATIONS IS THAT THE WORK OF THE ALTERATION, REHABILITATION OR RECONSTRUCTION IS TO BE IN ACCORDANCE WITH TITLE 24 CCR. SHOULD AN EXISTING CONDITION SUCH AS DETERIORATION OR NON-COMPLYING CONSTRUCTION BE DISCOVERED WHICH IS NOT COVERED BY THE CONTRACT DOCUMENTS WHEREIN THE FINISHED WORK WILL NOT COMPLY WITH TITLE 24 CCR, A CONSTRUCTION CHANGE DOCUMENT (CCD), OR A SEPARATE SET OF PLANS AND SPECIFICATIONS, DETAILING AND SPECIFYING THE REQUIRED WORK, SHALL BE SUBMITTED TO AND APPROVED BY DSA BEFORE PROCEEDING WITH THE WORK. (SECTION 4-317(C), PART 1, TITLE 24 CCR)
8. FIRE SAFETY DURING DEMOLITION AND CONSTRUCTION SHALL COMPLY WITH CBC CHAPTER 33 AND CFC CHAPTER 33.

AGENCY:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY ARCHITECTURE + PLANNING
Morrissey Associates, Inc.
313 N. Birch Street, Suite 103
Santa Ana, California 92701
714.836.6137 714.836.8513

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Project documents describe design intent of work and are not a representation of the as-built or existing conditions. MAI and MAI's consultants make no representations concerning the accuracy of documents and are not responsible for any discrepancies between project documents and the existing conditions.

STAMP:

LICENSED ARCHITECT THOMAS MORRISSEY NO. C19226 REN.04-30-27 STATE OF CALIFORNIA
12/18/2025

CONSULTANT:

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

REV.	DESCRIPTION	DATE

TITLE SHEET / SYMBOLS / GENERAL NOTES

JOB NO.: Project Number
DATE: Issue Date
DRAWN BY: Author
CHECKED BY: Checker
SHEET:

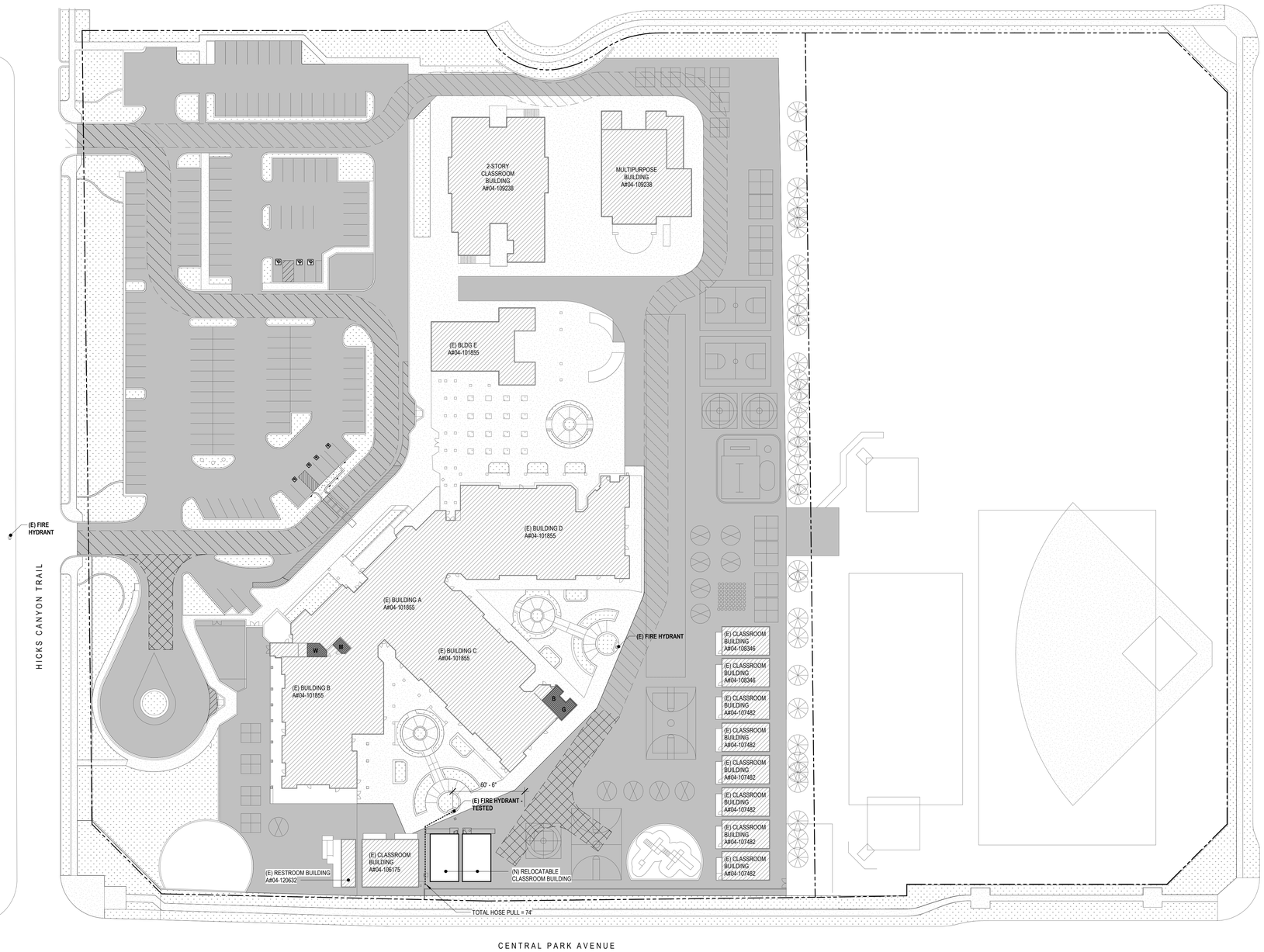
G-0.00

LEGEND

EXISTING 20' FIRE LANE A#04-101855, A#04-109238

MODIFIED EXISTING 20' FIRE LANE

HOSE PULL. LENGTH NOT TO EXCEED 150'



FIRE ACCESS PLAN | SCALE: 1" = 40'-0" | 1

DSA **810**

FIRE & LIFE SAFETY SITE CONDITIONS SUBMITTAL

Division of the State Architect (DSA) documents referenced within this publication are available on the DSA Forms or DSA Publications webpages.

To facilitate the Division of the State Architect's (DSA) fire and life safety plan review of project site conditions, DSA requires the design professional to provide the following information at time of project submittal for projects consisting of construction of a new campus, construction of new building(s), additions to existing buildings, and for site alternate design means for fire department emergency vehicle access, and fire suppression water supply.

Information associated with compliance items 1 through 3 below is to be provided for all project types indicated above. Information associated with items 4 through 7 is to be completed when an alternate means is utilized. Acknowledgement by the school district and signature from the Local Fire Authority (LFA) is only required when an alternate design means is being requested.

The Project Information and Fire & Life Safety Information sections are to be completed for all projects and imaged onto the fire access site plan. When an alternate design/means is proposed, all sections on pages 1 and 2 are to be completed and imaged on the fire access site plan.

For additional information refer to the instructions at the end of this form and DSA Policy *PL 09-01: Fire Flow for Buildings*.

PROJECT INFORMATION	
School District/Owner:	Tustin Unified School District
Project Name/School:	Relocatable Classroom Buildings / Hicks Canyon Elementary School
Project Address:	3817 Viewpark Ave, Irvine, CA 92602

FIRE & LIFE SAFETY INFORMATION					
1.	Has a fire hydrant flow test been performed within the past 12 months? *(If yes, provide a copy of the test data.)*	Yes ☒		No ☐	
2.	Was the fire hydrant water flow test performed as part of this LFA review?	Yes ☒		No ☐	
3.	Is the project located within a designated fire hazard severity zone (FHSZ) as established by Cal-Fire? *(If yes, indicate FHSZ classification below.)*	Yes ☐		No ☒	
	Refer to the following website for FHSZ locations: Fire Hazard Severity Zones in State Responsibility Area	Moderate ☐	High ☐	Very High ☐	
	Wildland Interface Area (WIFA) *(If any designations are checked, project design must meet the requirements of CBC Chapter 7A.)*			WIFA ☐	

SoCal Flow Testing
3741 Rose Dr, Yorba Linda, CA 92886
714-261-5716
email: info@socalflowtest.com

Hydrant Flow Test Report

Project **Hicks Canyon Elementary School – New Portables** Test date **11/26/25**
Address **3817 Viewpark Ave** Test time **06:30**
City **Irvine** State **CA** File no.

Test hydrant location **School/playground border, southeast edge** Hydr # Elev (ft +/-) **Grade**
Flow hydrant location **School/playground border, northeast edge** Hydr # Elev (ft +/-) **Grade**

Static Pressure **77** PSI Report Date **11/26/25**

Outlet	C-value	Diam	Pitot		Volume	
A	0.9	2.0	**0**	PSI	**0**	GPM
B	0.9	2.5	**60**	PSI	**1300**	GPM
C	0.9	3.0	**0**	PSI	**0**	GPM
D	0.83	4.0	**0**	PSI	**0**	GPM

Residual Pressure **67** PSI at an observed volume of **1300** GPM

Projected Pressure **20** PSI calculates to a volume of **3327** GPM

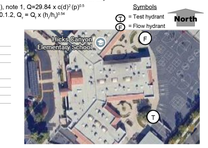
Although the results are accurate for the date and time given, they may not accurately reflect higher or lower readings which vary due to seasonal conditions and time of day.
Per NFPA 24-10, Table C.4.10.1(a), note 1, $Q=29.84 \times c(d)^2(p)^{0.5}$
Per NFPA 24-10, Paragraph C.4.10.1.2, $Q_r = Q_t \times (h_r/h_t)^{0.54}$
Test by: Hildebrandt

Witness Jairo Herrera
Facilities, Tustin USD
(714) 749-6664 (cell)

Client Jairo Herrera
Tustin Unified School District

cc: jherrera@tustin.k12.ca.us

Symbols: S = Test hydrant; F = Flow hydrant



AGENCY:

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REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
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STAMP:

LICENSED ARCHITECT TIMOTHY MORRISSEY
NO. C19226
REN.04-30-27
STATE OF CALIFORNIA
12/18/2025

CONSULTANT:

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

REV.	DESCRIPTION	DATE

FIRE ACCESS PLAN

JOB NO.:	Project Number
DATE:	Issue Date
DRAWN BY:	Author
CHECKED BY:	Checker
SHEET:	**G-0.01**

NOTES TO USERS

This map is for use in administering the National Flood Insurance Program. It does not necessarily identify all areas subject to flooding, particularly from local drainage sources of small size. The **community map repository** should be consulted for possible updated or additional flood hazard information.

To obtain more detailed information in areas where **Base Flood Elevations** (BFEs) and/or **floodways** have been determined, users are encouraged to consult the Flood Profiles and Floodway Data and/or Summary of Stillwater Elevations tables contained within the Flood Insurance Study (FIS) report that accompanies this FIRM. Users should be aware that BFEs shown on the FIRM represent rounded whole-foot elevations. These BFEs are intended for flood insurance rating purposes only and should not be used as the sole source of flood elevation information. Accordingly, flood elevation data presented in the FIS report should be utilized in conjunction with the FIRM for purposes of construction and/or floodplain management.

Coastal Base Flood Elevations shown on this map apply only landward of 0.0' North American Vertical Datum of 1988 (NAVD 88). Users of this FIRM should be aware that coastal flood elevations are also provided in the Summary of Stillwater Elevations tables in the Flood Insurance Study report for this jurisdiction. Elevations shown in the Summary of Stillwater Elevations tables should be used for construction and/or floodplain management purposes when they are higher than the elevations shown on this FIRM.

Boundaries of the **floodways** were computed at cross sections and interpolated between cross sections. The floodways were based on hydraulic considerations with regard to requirements of the National Flood Insurance Program. Floodway widths and other pertinent floodway data are provided in the Flood Insurance Study report for this jurisdiction.

Certain areas not in Special Flood Hazard Areas may be protected by **flood control structures**. Refer to Section 2.4 "Flood Protection Measures" of the Flood Insurance Study report for information on flood control structures for this jurisdiction.

The **projection** used in the preparation of this map was Universal Transverse Mercator (UTM) Zone 11. The **horizontal datum** was NAD 83, GRS80 spheroid. Differences in datum, spheroid, projection or UTM zones used in the production of FIRMs for adjacent jurisdictions may result in slight positional differences in map features across jurisdiction boundaries. These differences do not affect the accuracy of this FIRM.

Flood elevations on this map are referenced to the North American Vertical Datum of 1988. These flood elevations must be compared to structure and ground elevations referenced to the same **vertical datum**. For information regarding conversion between the National Geodetic Vertical Datum of 1929 and the North American Vertical Datum of 1988, visit the National Geodetic Survey website at http://www.ngs.noaa.gov or contact the National Geodetic Survey at the following address:

NGS Information Services
NOAA, N/NGS12
National Geodetic Survey
SSMC-3, #9202
1315 East-West Highway
Silver Spring, Maryland 20910-3282
(301) 713-3242

To obtain current elevation, description, and/or location information for **bench marks** shown on this map, please contact the Information Services Branch of the National Geodetic Survey at **(301) 713-3242**, or visit its website at http://www.ngs.noaa.gov.

Base map information shown on this FIRM was derived from the National Agriculture Imagery Program, dated 2005.

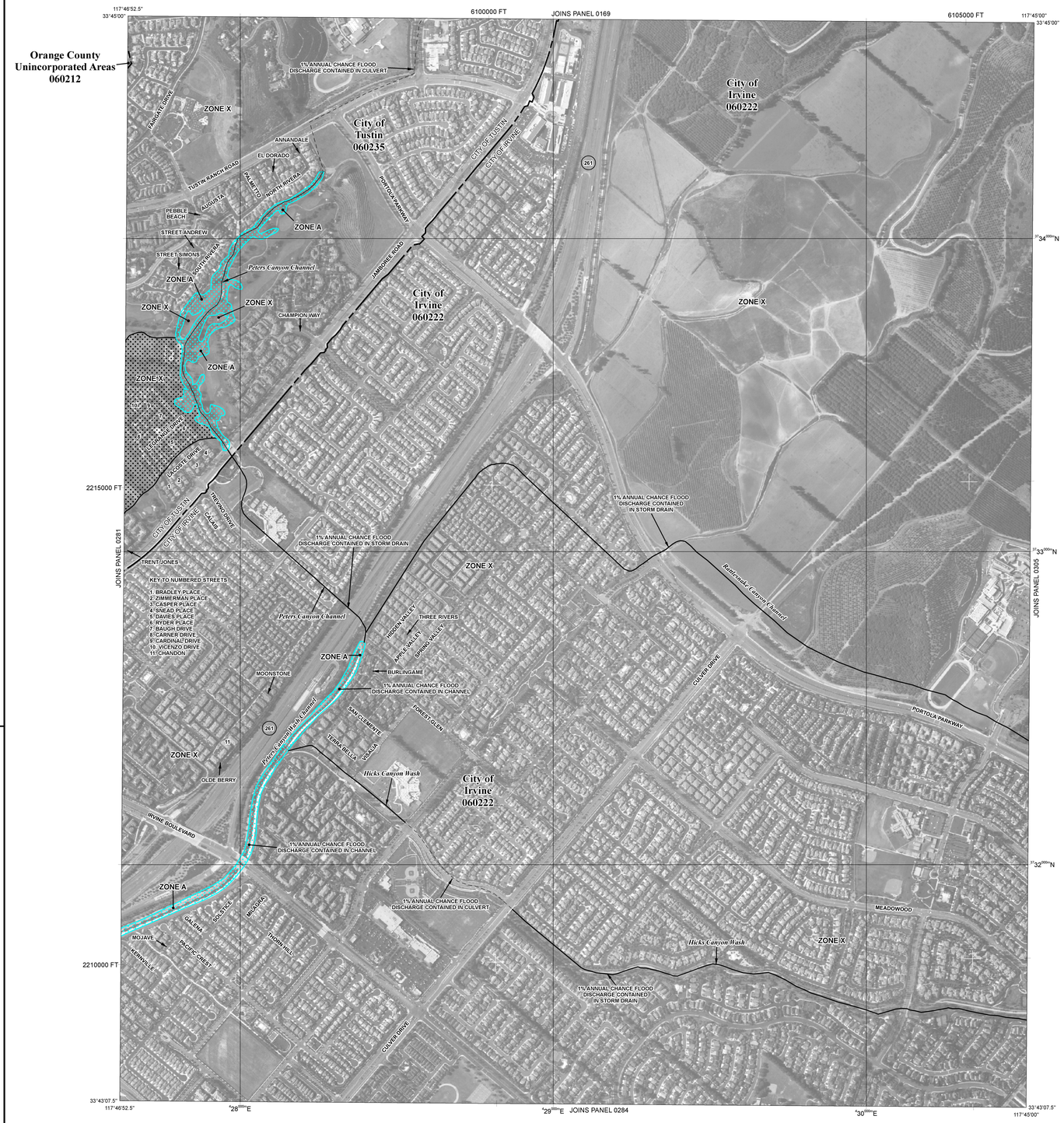
This map reflects more detailed and up-to-date **stream channel configurations** than those shown on the previous FIRM for this jurisdiction. The floodplains and floodways that were transferred from the previous FIRM may have been adjusted to conform to these new stream channel configurations. As a result, the Flood Profiles and Floodway Data tables in the Flood Insurance Study Report (which contains authoritative hydraulic data) may reflect stream channel distances that differ from what is shown on this map.

Corporate limits shown on this map are based on the best data available at the time of publication. Because changes due to annexations or de-annexations may have occurred after this map was published, map users should contact appropriate community officials to verify current corporate limit locations.

Please refer to the separately printed **Map Index** for an overview map of the county showing the layout of map panels; community map repository addresses; and a Listing of Communities table containing National Flood Insurance Program dates for each community as well as a listing of the panels on which each community is located.

Contact the **FEMA Map Service Center** at 1-800-358-9616 for information on available products associated with this FIRM. Available products may include previously issued Letters of Map Change, a Flood Insurance Study report, and/or digital versions of this map. The FEMA Map Service Center may also be reached by Fax at 1-800-358-9620 and its website at http://msc.fema.gov.

If you have **questions about this map** or questions concerning the National Flood Insurance Program in general, please call **1-877-FEMA MAP** (1-877-336-2627) or visit the FEMA website at http://www.fema.gov.



LEGEND

SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD

The 1% annual flood (100-year flood), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Special Flood Hazard Area is the area subject to flooding by the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AH, AO, AR, A99, V, and VE. The Base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

- **ZONE A** — No Base Flood Elevations determined.
- **ZONE AE** — Base Flood Elevations determined.
- **ZONE AH** — Flood depths of 1 to 3 feet (usually areas of ponding); Base Flood Elevations determined.
- **ZONE AO** — Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined. For areas of alluvial fan flooding, velocities also determined.
- **ZONE AR** — Special Flood Hazard Area formerly protected from the 1% annual chance flood by a flood control system that was subsequently decertified. Zone AR indicates that the former flood control system is being restored to provide protection from the 1% annual chance or greater flood.
- **ZONE A99** — Area to be protected from 1% annual chance flood by a Federal flood protection system under construction; no Base Flood Elevations determined.
- **ZONE V** — Coastal flood zone with velocity hazard (wave action); no Base Flood Elevations determined.
- **ZONE VE** — Coastal flood zone with velocity hazard (wave action); Base Flood Elevations determined.

FLOODWAY AREAS IN ZONE AE

The floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood heights.

OTHER FLOOD AREAS

- **ZONE X** — Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

OTHER AREAS

- **ZONE X** — Areas determined to be outside the 0.2% annual chance floodplain.
- **ZONE D** — Areas in which flood hazards are undetermined, but possible.

COASTAL BARRIER RESOURCES SYSTEM (CBRS) AREAS

OTHERWISE PROTECTED AREAS (OPAs)

CBRS areas and OPAs are normally located within or adjacent to Special Flood Hazard Areas.

- 1% annual chance floodplain boundary
- 0.2% annual chance floodplain boundary
- Floodway boundary
- Zone D boundary
- CBRS and OPA boundary
- Boundary dividing Special Flood Hazard Area Zones and boundary dividing Special Flood Hazard Areas of different Base Flood Elevations, flood depths or flood velocities.
- 513 — Base Flood Elevation line and value; elevation in feet*
- (EL 987) — Base Flood Elevation value where uniform within zone; elevation in feet*

* Referred to the North American Vertical Datum of 1988

- A — A — Cross section line
- 23 — 23 — Transect line
- 87°07'45", 32°22'30" — Geographic coordinates referenced to the North American Datum of 1983 (NAD 83), Western Hemisphere
- 3776000mN — 1000-meter Universal Transverse Mercator grid values, zone NAD 1983 UTM Zone 11N
- 600000 FT — 5000-foot grid ticks: California State Plane coordinate system, zone VI (FIPSZONE 0406), Lambert Conformal Conic projection
- DX5510 × — Bench mark (see explanation in Notes to Users section of this FIRM panel)
- M1.5 — River Mile

MAP REPOSITORY
Refer to listing of Map Repositories on Map Index

EFFECTIVE DATE OF COUNTYWIDE
FLOOD INSURANCE RATE MAP
September 15, 1989

EFFECTIVE DATE(S) OF REVISION(S) TO THIS PANEL
February 5, 1992 - November 3, 1993 - January 3, 1997 - February 18, 2004 - December 3, 2009 : for description of revisions, see Notice to Users page in the Flood Insurance Study report.

For community map revision history prior to countywide mapping, refer to the Community Map History table located in the Flood Insurance Study report for this jurisdiction.

To determine if flood insurance is available in this community, contact your Insurance agent or call the National Flood Insurance Program at 1-800-638-6620.

MAP SCALE 1" = 500'

250 0 500 1000 FEET

150 0 150 300 METERS

NFIP

NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0282J

FIRM

FLOOD INSURANCE RATE MAP

ORANGE COUNTY, CALIFORNIA
AND INCORPORATED AREAS

PANEL 282 OF 539

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY	NUMBER	PANEL	SUFFIX
IRVINE, CITY OF	060222	0282	J
ORANGE COUNTY	060212	0282	J
TUSTIN, CITY OF	060235	0282	J

Notice to User: The **Map Number** shown below should be used when placing map orders; the **Community Number** shown above should be used on insurance applications for the subject community.

MAP NUMBER
06059C0282J

MAP REVISED
DECEMBER 3, 2009

Federal Emergency Management Agency

AGENCY:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY
ARCHITECTURE + PLANNING
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STAMP:

LICENSED ARCHITECT
TIMOTHY MORRISSEY
NO. C19926
REN.04-30-27
STATE OF CALIFORNIA
12/02/2025

CONSULTANT:

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

REV.	DESCRIPTION	DATE

FLOOD HAZARD MAP

JOB NO.: Project Number
DATE: Issue Date
DRAWN BY: Author
CHECKED BY: Checker
SHEET:

G-0.02

SECTION 01 72 20
FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;

B. Special Conditions.

C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED

A. Contractor shall provide and pay for field engineering services required for the project, including, without limitations:

1. Survey work required in execution of the Project.
2. Civil or other professional engineering services specified, or required to execute Contractor's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS

A. Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom District makes no objection.

1.04 SURVEY REFERENCE POINTS
A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

B. Contractor shall preserve all permanent reference points during construction. In addition Contractor shall:

1. Make no changes or relocation without prior written notice to District and Architect.

2. Report to District and Architect when any reference point is lost or destroyed, or requires relocation because of necessary changes in grades or locations.

3. Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS
A. Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS
A. Contractor shall submit name and address of Surveyor and Professional Engineer to District and Architect prior to its/their work on the Project.

B. On request of District and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the District.

C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF SECTION

SECTION 02 07 00
SELECTIVE DEMOLITION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. Demolition includes complete wrecking of work and removal and disposal of demolished materials,as shown on drawings and herein specified, and as required to connect with new work.

B. Provision of necessary reinforcing.

C. Removal of debris from site.

1.02 SUBMITTALS

A. Submit demolition and removal procedures and schedule.

B. Submit record documents.

C. Prior to starting the work, submit for approval to the District Representative a plan indicating the locations of barricades, foot, pedestrian and vehicular traffic rerouting and construction staging logistics.

1.03 EXISTING CONDITIONS

A. Conduct demolition to minimize interference with adjacent existing structures.

B. Provide, erect, and maintain temporary barriers and security devices.

C. Conduct operations with minimum interruption and interference with existing adjacent areas.

D. Conduct operations with minimum interference to public thoroughfares. Maintain egress and access at all times.

E. Contractor shall be responsible for verifying all existing utilities that will be demolished are shut off. Contractor shall lock out and tag-out all breakers, switches, valves and shut-offs for utilities that are to be demolished, either as required per plan or as ancillary to general demolition that will impact such utility lines.

PART 2 – PRODUCTS

Not Used.

PART 3 – EXECUTION

3.01 PREPARATION

A. Protect existing materials, appurtenances and structures which are not to be demolished.

B. Disconnect, remove and cap designated utility lines within demolition areas. All utilities shall be removed to the point of origin. Contractor shall employ a qualified subcontractor or trade specialist when capping existing utilities.

C. Mark location of disconnected utilities. Identify utilities and indicate capping locations on Project Record Documents.

3.02 DEMOLITION

A. Demolition: Demolish items as indicated in the Drawings and remove from site. Demolition shall include the proper preparation of demolished surfaces to receive new material.

1. Removals: Carefully remove Work to be salvaged or reinstalled and store under cover as approved by District's Representative.
   a. Walls, Partitions and Ceilings: Remove by cutting down and not by tumbling, throwing, or dropping. Provide bracing as required to support material to remain.
a. Concrete: Saw with powered concrete saw, or chip where sawing is not feasible subject to District's Representative approval, to prevent spalling of concrete to remain. Jack hammering is not allowed. Cut off reinforcing bars, except where bonded into new concrete or masonry, and paint ends of reinforcing bars not to be encased in new concrete with bituminous paint before enclosing.
b. Wood Framing: Remove portions as indicated or as required to complete new work. Cut to eat straight lines at points of minimum stress, or provide supplementary supports as required.
c. Plaster: Cut back to sound plaster on straight lines. Trim existing lath and prepare for new lath. Demo existing lath and plaster where plaster demo is indicated.
d. Flooring: Completely remove flooring and clean substrate of old cement or adhesive.
e. Miscellaneous Items: Remove items not mentioned but required to remove in such manner as minimizes damage to Work to remain.
f. Metal Items: Grind cut edges to remain exposed smooth and rounded.
g. Door Hardware: Existing locks, cylinders (if removed), door closers and exit devices shall be returned to District lock shop. Contact Construction Manager. Provide transmittal to District Representative of materials turned over.
h. Asphalt: Saw with powered concrete saw, or chip where sawing is not feasible subject to District's Representative approval, to prevent spalling or fragmenting of asphalt to remain. Remaining asphalt shall have clean saw-cut edge.

3.03 DISPOSAL OF DEMOLISHED MATERIALS

A. Removal: Work to be disposed of becomes the property of the Contractor, who shall remove it from the site for disposal at a legal dumping site. Debris shall be cleaned up and disposed of by Contractor promptly and continuously as work progresses. Secure and pay for required hauling permits and pay dumping fees and charges. Do not burn or bury material on site.

3.04 SALVAGE

A. Work to be salvaged or reinstalled shall be removed to prevent damage. Items determined in the field by the District's Representative to be salvaged shall be delivered to the District at a location on Campus as directed by the District's Representative.

END OF SECTION

SECTION 02 11 00
SITE CLEARING AND DEMOLITION

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. The work includes the demolition of A.C. paving, concrete curb and gutter and base material, existing concrete slabs, clearing and grubbing, removal of existing brush and trees, unless specifically shown to remain. The contractor attention is directed to the requirements in Division 1 regarding the preservation of existing trees. The work also includes the removal and disposal of obstacles above and below ground that conflict with the work in this project whether or not such obstructions are as shown on the plans.

1.02 REFERENCE STANDARDS

A. The editions, specifications and standards referenced herein, published by the following organizations apply to the construction only to the extent specified by the reference.

1. Standard Specifications:
a. The City of Santa Ana, California Standard Specifications for public works construction (current edition).
b. Standard Special Provisions of the Regional Standards Committee, County of Orange Standard Special Provisions.
c. California Department of Transportation, "Manual of Traffic Controls, for Construction and maintenance Work Zones", (current edition), Document No. 869159.

2. Standard Drawings:
a. The City of Santa Ana, California Standard Drawings (current editions).

1.03 EXISTING CONDITIONS

A. The plans show general information only. It shall be the responsibility of the Contractor to examine the site to determine the exact existing conditions and character and extent of the work to be performed and clearing operations required.

B. Existing underground lines shown on the plans are shown from best possible information available and shall be verified prior to start of any work. The Contractor is responsible for locating all underground lines by potholing and/or locator service. The District maintains a list of locator firms familiar with some of the underground conditions.

C. Preserve in operating condition all active utilities transversing or within and about the site. Promptly repair any damage to such utility or work due to work under this contract, to the satisfaction of the District's Representative.

D. Existing appurtenances and improvements, which are to remain, shall be protected from damage due to work under this section. Such damaged facilities shall be promptly repaired and/or replaced in kind.

1.04 BARRICADES AND WORK AREA

A. Provide barricades and warnings (signs and lighting), and maintenance and supervision thereof, in accordance with applicable Federal and State codes and their respective requirements, or as may be directed from time to time by the District's Representative. Do not commence site clearing until barricades and warnings are in place.

B. Upon request by District, provide layout of traffic control barricades. Layout shall indicate as necessary, locations of traffic barricades, safe paths of pedestrian travel, and other traffic control barriers and/or fencing as necessary.

PART 2 – PRODUCTS

NOT USED

PART 3 – EXECUTION

3.01 GENERAL

A. Clear and grub per City of Santa Ana or County of Orange, whichever is more restrictive standard specifications except as modified herein.

3.02 LIMITS

A. The limits of clearing, grubbing and demolition shall include all areas of work.

3.03 DISPOSITION OF MATERIALS

A. All removed and demolished material, including but not limited to concrete, asphalt concrete, trees, brush, vegetation and trash resulting from the work of this section is the property of the Contractor and shall be promptly removed to a legal disposal area off campus. Asphalt and concrete shall not be used as fill material unless otherwise noted.

3.04 RENOVATION OF EXISTING UTILITY SERVICES

A. Existing utility services shall be renovated as indicated on plans. Prior to commencing any utility work the Contractor shall provide a schedule to the District's Representative for review and approval. The Contractor shall perform the work in such a way so that utility service to the site shall be continuous and uninterrupted unless authorized otherwise by the District's Representative in writing. Abandoned utility lines shall be removed.

3.05 REMOVAL OF EXISTING UTILITY LINES

A. Existing utility lines shall be removed as indicated on plans. Prior to their removal, all required new re-routing and new connections shall be completed and made operative so that their functions to other existing structures served by them can be continuous and uninterrupted. Abandoned utility lines encountered during construction shall be removed.

3.06 USE OF EXPLOSIVES

A. Use of explosives will not be permitted.

3.07 CLEARING AND GRUBBING

A. Remove all trash, rubbish and all other material not suitable for construction operations. All shrubs, bushes and trees shall also be cleared from the area of work unless otherwise noted.

B. The limits of clearing and grubbing shall as necessary to accomplish the work indicated on the drawings. Prior to starting the work, submit for approval a drawing a work plan for areas outside the primary area of work.

C. Remove roots 24" below grade in areas to receive new paving.

END OF SECTION

SECTION 31 22 10
TRENCHING, BACKFILLING AND COMPACTING

PART 1 – GENERAL

1.01 SECTION INCLUDES

A. The work includes all materials, testing and installation for trench excavation, backfilling and compacting shown on the Drawings and specified herein.

1.02 RELATED SECTIONS

A. Section 02 11 00 - Site Clearing and Demolition.

1.03 SUBMITTALS

A. Prepare excavation and shoring drawings for worker protection in accordance with all applicable codes and regulations. Neither the District nor the Architect will review protection drawings.

1.04 STANDARDS

A. Whenever reference is made to the Standard Specifications, such reference shall mean the Standard Specifications for Public Works Construction, current edition, the County of Orange and City of Santa Ana whichever is more restrictive.

1.05 PIPE ZONE

A. The pipe zone shall include the full width of trench from the bottom of the pipe or conduit to a horizontal level 12 inches above the top of the pipe. Where multiple pipes or conduits are placed in the same trench, the pipe zone shall extend from the bottom of the lowest pipes to a horizontal level above the top of the highest or topmost pipe. Thickness of pipe zone above the highest top of pipe shall be as described above unless otherwise shown on the Drawings or otherwise described in the specifications for the particular type of pipe installed.

1.06 PIPE BEDDING

A. The pipe bedding shall be defined as a layer of material below the bottom of the pipe or conduit as shown on the Drawings and extending over the full trench width in which the pipe is bedded. Use a minimum thickness of 6 inches for the pipe bedding unless otherwise shown on the Drawings or otherwise described in the specifications for the particular type of pipe installed.

PART 2 – PRODUCTS

2.01 NATIVE EARTH BACKFILL - TRENCH ZONE

A. Native earth backfill used above the pipe zone shall be excavated, non-expansive, fine-grained material free of roots, debris, and rocks larger than 3 inches.

2.02 IMPORTED SAND - PIPE ZONE
A. Imported sand used in the pipe zone or for the pipe base shall have the following gradation:
1. Sieve Size Percent Passing By Weight:
a. 3/8 inch 100
b. No. 4 75 – 100
c. No. 30 12 – 50
d. No. 100 5 – 20
e. No. 200 0 – 10

2.03 CRUSHED ROCK
A. Use a 3/4-inch maximum crushed rock for pipe bedding for water, sewer and storm drains, conforming to the jurisdiction's Standard Specifications.

PART 3 – EXECUTION

3.01 COMPACTION REQUIREMENTS

A. Unless otherwise shown on the Drawings or otherwise described in the specifications for the particular type of pipe installed, relative compaction in pipe trenches shall be as follows:

1. Pipe zone: 90% relative compaction.
2. Backfill above pipe zone not beneath paving: 90% relative compaction.
3. Backfill above pipe zone in repaved areas: 95% relative compaction for top 24 inches, Mixtures Using 10-lb (4.54 kg) and 18-inch (457-mm) Drop.
4. Backfill above pipe zone in new pavement areas: 95% relative compaction for top 12 inches; 90% relative compaction for backfill below 12 inches.

B. Compact trench backfill to the specified relative compaction. Compact by using mechanical compaction or hand tamping. Do not use high impact hammer-type equipment except where the pipe manufacturer warrants in writing that such use will not damage the pipe.

C. Do not use any axle-driven or tractor-drawn compaction equipment within 5 feet of walls and structures.

3.02 PIPE BEDDING
A. Conform to the local jurisdiction's Standard Drawings and Specifications for bedding for PVC water, sewer and storm drains.

B. Conform to local jurisdiction's Standard Drawings and Specifications for bedding for RCP storm drains.

3.03 LATERIAL REPLACEMENT

A. Remove and replace any trenching and backfilling material, which does not meet the specifications, at the Contractor's expense.

3.04 SHEETING, SHORING AND BRACING OF TRENCHES

A. Trenches shall have sheeting, shoring and bracing conforming to CAL/OSHA requirements. The Contractor will ensure that a competent person is on site during all trenching operations.

3.05 SIDEWALK, PAVEMENT, AND CURB REMOVAL

A. Cut bituminous and concrete pavements, curbs and sidewalks prior to excavation of the trenches as directed in Section 02110, Site Clearing and Demolition.

3.06 TRENCH WIDTHS

A. Trench widths in the pipe zone shall be as shown on the Drawings. If no details are shown, maximum width shall be 18 inches greater than the pipe outside diameter. Trench width at the top of the trench will not be limited except where width of excavation would undercut adjacent structures and footings. In such case, width of trench shall be such that there is at least 18 inches between the top edge of the trench and the structure or footing.

3.07 GRADE

A. Excavate the trench to the lines and grades shown on the Drawings with allowance for pipe thickness and for pipe bedding. If the trench is excavated below the required grade, refill any part of the trench excavated below the grade at no additional cost to the District with crushed rock. Place the refilling material over the full width of trench in compacted layers not exceeding 6 inches deep to the established grade.

3.08 LOCATION OF EXCAVATED MATERIAL

A. During trench excavation, place the excavated material adjacent to the trench as directed by the District's Representative. Do not obstruct any roadways or streets. Conform to federal and state codes governing the safe loading of trenches with excavated material.

3.09 TRENCH BACKFILLING

A. Backfill per the detailed piping specification for the particular type of pipe and per the following.

B. Place the specified thickness of pipe bedding material over the full width of trench. Grade the top of the pipe bedding ahead of the pipelaying to provide firm, uniform support along the full length of pipe.

C. Excavate bell holes at each joint to permit proper assembly and inspection of the entire joint.

D. After pipe has been bedded, place pipe zone material simultaneously on both sides of the pipe (maximum lift thickness 6") keeping the level of backfill the same on each side. Carefully place the material around the pipe so that the pipe barrel is completely supported and that no voids or uncompacted areas are left beneath the pipe. Use particular care in placing material on the underside of the pipe to prevent lateral movement during backfilling.

E. Compact material placing within 12 inches of the outer surface of the pipe by hand tamping only.

F. Push the backfill material carefully into the backfill previously placed in the pipe zone (maximum lift thickness 6"). Do not permit free fall of the material until at least 2 feet of cover is provided over the top of the pipe. Do not drop sharp, heavy pieces of material directly onto the pipe or the tamped material around the pipe.

3.10 EXISTING UTILITIES

A. Existing utilities are shown from available records and the accuracy of their location cannot be guaranteed. The Contractor shall pothole as necessary to locate horizontally and vertically all existing utilities. Any discrepancy from the plans shall be reported to the District's Representative immediately. The Contractor shall be responsible for all costs due to discrepancies in the location of existing utilities if the Contractor fails to pothole and locate existing utilities and notify the District's Representative of discrepancies prior to start of construction.

B. Abandoned utilities encountered during all construction operations shall be removed as required to complete all work shown on plans.

C. Live utilities shall remain in service at all times unless otherwise noted.

END OF SECTION

SECTION 31 30 00
EARTHWORK

PART 1 - GENERAL

1.01 SUMMARY

A. The work of this section shall include excavation, unclassified cut, unclassified fill, removing existing unsatisfactory material, preparing areas to be filled, spreading and compacting of fill in the areas to be filled, and all other work necessary to complete the grading of the site. It shall be the Contractor's responsibility to place, spread, moisten or dry, and compact the fill in strict accordance with these specifications and the project Geotechnical Report to the lines and grades indicated on project plans or as directed in writing by the Geotechnical Engineer. Included with this Work are the following:

1. General exterior grading, cutting and filling, including grading for building area, paving, planting areas, banks and hillsides.
2. Excavating, filling, backfilling, and compacting for Project site pavement, planting areas, buildings, and other structures.
3. Subbase course for walks and pavements.
4. Subsurface drainage backfill for walls and trenches.
5. Excavating and backfilling trenches within buildings lines.
6. Excavating and backfilling for underground mechanical and electrical utilities and appurtenances.
7. Shoring plan guidelines.

B. Related Sections: The following Sections contain requirements that relate to this Section.

1. Section 01050 - Field Engineering & Survey Controls
2. Section 02110 - Site Clearing & Demolition
3. Section 02751 - Portland Cement Concrete Paving

1.02 DEFINITIONS

A. Excavation consists of the removal of material encountered to subgrade elevations and the reuse or disposal of materials removed.

B. Subgrade: The uppermost surface of an excavation or the top surface of a fill or backfill immediately below subbase, drainage fill, or topsoil materials.

C. Borrow: Soil material obtained off site when sufficient approved soil material is not available from excavations.

D. Subbase Course: The layer placed between the subgrade and base course in a paving system or the layer placed between the subgrade and the surface of a pavement or walk.

E. Base Course: The layer placed between the subbase and surface pavement in a paving system.

F. Drainage Fill: Course of washed granular material supporting slab on grade placed to cut off upward capillary flow of pore water.

G. Permeable Backfill: Provide permeable backfill material behind retaining structures consisting of gravel, crushed gravel, crushed rock, natural sands, manufactured sand, or combinations.

H. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without direction by the Architect. Unauthorized excavation, as well as remedial work directed by the Architect, shall be at the Contractor's expense.

I. Structures: Buildings, footings, foundations, retaining walls, slabs, tanks, curbs, mechanical and electrical appurtenances, or other man made stationary features constructed above or below ground surface.

J. Utilities include underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

1.04 QUALITY ASSURANCE

A. Codes and Standards:
1. ASTM D422 - Method for Particle Size Analysis of Soils.
2. ASTM D1556 - Test Method for Density of Soil in Place by the Sand-Cone Method.
3. ASTM D1557 - Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb (4.54 kg) and 18-inch (457-mm) Drop.
4. ASTM D2216 - Method for Laboratory Determination of Water (Moisture) Content of Soil, Rock, and Soil Aggregate Mixtures.
5. ASTM D2922 - Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).
6. ASTM D3017 - Test Method for Moisture Content of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depths).
7. ASTM D4318 - Test Method for Liquid Limit, Plastic Limit and Plasticity Index of Soils.
8. AASHTO T27 - Determination of Moisture in Soils by Means of a Calcium Carbide Gas Pressure Meter.
9. UBC Standard No. 18-2 - Expansion Index Test.
10. California Building Code, Appendix Chapter 33, 2001 Edition.

B. Pre-Grading Conference: Conduct conference at Project site.
1. Before commencing earthwork operations, meet with representatives of the governing authorities, District, Architect, consultants, Geotechnical Engineer, independent testing agency, and other concerned entities. Review earthwork procedures and responsibilities including testing and inspection procedures and requirements. Notify participants at least 3 working days prior to convening conference. Record discussions and agreements and furnish a copy to each participant.

1.06 IMPORT AND EXPORT OF EARTH MATERIALS

A. Fees: Pay as required by government authority having jurisdiction over the area.

B. Bonds: Post as required by government authority having jurisdiction over the area.
C. Hauling Routes and Restrictions: Comply with requirements of authorities having jurisdiction over the area.

1.07 DIG ALERT NOTIFICATION

A. Before grading, the Contractor must contact the Underground Service Alert of Southern California (Dig Alert) at 1-800-227-2600 for information on buried utilities and pipelines.
B. Delineation of the proposed excavation site is mandatory. Mark the area to be excavated with water soluble or chalk based white paint on paved surfaces or with other suitable markings such as flags or stakes on unpaved areas.
C. Call at least Two (2) full working days prior to digging.
D. Your permit for digging will not be valid without a Dig Alert ticket number.
E. If the members (utility companies) have facilities within the work area, they will mark them prior to the start of your excavation and if not, they will let you know there is no conflict. A different color is used for each utility type (electricity is marked in red, gas in yellow, water in blue, sewer in green, telephone and cable TV in orange).
F. The Law requires you to hand expose to the point of no conflict 24" on either side of the underground facility, so you know its exact location before using power equipment.
G. If caught digging without a Dig Alert ticket you can be fined as much as $50,000 per California government code 4216.

1.08 PROJECT CONDITIONS

A. Information on Drawings or in soil investigation report does not constitute a guarantee of accuracy or uniformity of soil conditions over the Project site.
B. Existing Utilities: Do not interrupt existing utilities serving facilities occupied by the District or others except when permitted in writing by the Architect and then only after acceptable temporary utility services have been provided.

1. Provide a minimum 48 hours' notice to the Architect and utility Districts and receive written notice to proceed before interrupting any utility.

C. Where subsurface utilities are shown on the plans to be removed, the Contractor, at its option, may either completely remove or abandon said utility in place. However, the Contractor shall completely remove said utility beneath any proposed building or where said utility would interfere with any proposed improvement (including landscaping). Should the Contractor elect to abandon any utility in place he shall completely backfill said utility with 1-1/2 sack sand-cement slurry mixture. Coordinate with utility companies to shutoff services if lines are active.

D. Noise and Dust Abatement: Exercise all reasonable and necessary means to abate dust, dirt rising and undue noise. Perform necessary sprinkling and wetting of construction site to allay dust as required by applicable codes and ordinances.

PART 2 - PRODUCTS

2.01 SOIL MATERIALS

A. General: All soils materials to be used throughout the site shall be approved for use by the Geotechnical testing engineer. Provide approved borrow soil materials from off site when sufficient approved soil materials are not available from excavations.

B. No earthwork analysis has been completed with respect to the volumes of soils to be excavated, placed, or imported in order to provide the finished grades shown on the plans. The Contractor is solely responsible for verifying the earthwork quantities necessary to complete the project. Furthermore, there has been no analysis to determine footing spoils and/or bulking or shrinkage during earthwork operations.

C. No crushed miscellaneous material whether imported or generated onsite, containing concrete, asphalt, construction debris, or other potential deleterious materials is permitted on school sites as fill material without prior testing and approval.

D. Satisfactory Soil Materials: Soils approved by the testing geotechnical engineer and free of rock or gravel larger than 4 inches in any dimension, debris, waste, vegetation and other deleterious matter and at least 80 percent of the material shall pass through a U.S. Standard ½ inch Sieve and no more than 40 percent shall pass through a U.S. Standard 200 sieve. Rocks or hard lumps larger than approximately 4 inches in diameter should be broken into smaller pieces or should be removed from the site.

E. Borrow Fill Material: Satisfactory soil materials, as described above. In addition, imported soil materials should be non-expansive soil free of crushed concrete, asphalt, construction debris, or other deleterious materials. "Non-expansive" soils can be defined as having a "very low" or "low" expansion potential in accordance with the CBC Standard 18A-I-B (an expansion index ranging from 0 to 50.

F. Backfill & Native Fill Materials: The on-site soils may be reused as compacted fill provided they comply to the requirements of "satisfactory soil materials", as described above.

G. Subbase and Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95 percent passing a 1 1/2 inch sieve and not more than 8 percent passing a No. 200 sieve.

H. Engineered Fill: Satisfactory soil materials / borrow fill material, as described above, watered or air dried as necessary to achieve slightly above-optimum moisture conditions, and then compacted to a minimum relative compaction of 95 percent. Native fat clay materials with high plasticity are not considered suitable for use in the construction of engineered fill
I. Bedding Material for Trenches:

1. Bedding sand shall be as defined by the Standard Specifications for Public Works Construction, 2006 Edition (Green Book) Section 200-1.5, and shall be free of expansive material and organic matter. Bedding material for utility lines outside the property lines shall be as required by the agency having jurisdiction. On-site soils are not considered suitable for bedding or shading of utilities.
2. Sand, gravel, crushed aggregate or native free-draining granular material providing a sand equivalent of at least 30 and a coefficient of permeability greater than 1.4 inches per hour. All of the sand bedding shall be compacted to 90 percent of maximum density as indicated in the Contract Documents by mechanical means. Flooding and jetting shall not be permitted without prior written approval from the Geotechnical Engineer. Pipe bedding material shall be placed in horizontal layers not exceeding (8) eight inches. After the sand has been compacted the remainder of the trench shall be backfilled.

J. Backfill Material for Trenches:

1. The on-site soils may be used for backfilling utility trenches from one foot above the top of pipe to the surface, provided the material is free of organic matter and deleterious substances. Any soft and/or loose materials or fill encountered at pipe invert should be removed and replaced with properly compacted fill or adequate bedding material.
2. Where Construction Documents indicate areas of backfill requiring cement-sand slurry, the material requirements in Section 02751 – Portland Cement Concrete Paving shall be followed.

K. Drainage Fill: Washed pea gravel containing no particles finer than a ¾-inch sieve opening size.

L. Permeable Backfill:

1. Provide permeable backfill material behind retaining structures consisting of gravel, crushed gravel, crushed rock, natural sands, manufactured sand, or combinations of these materials conforming to the following gradations, which are identical to Caltrans Class 2 permeable material.

Sieve Size:	Percentage Passing:
1 inch	100
3/4 inch	90-100
3/8 inch	40-100
No. 4	25-40
No. 8	18-33
No. 30	5-15
No. 50	0-7
No. 200	0-3

2. Permeable material shall have a Sand Equivalent value of not less than 75.
3. Provided backing for weep-holes shall consist of 1 cu. ft. of aggregate in burlap sacks, securely tied. Aggregate shall conform to requirements for No. 3 concrete aggregate as specified in subsection 200-1.4 of the Standard Specifications for Public Works Construction.
4. Permeable Backfill Alternate Materials: Instead of the materials specified for retaining structures backfill, a drainage matting system such as Miradrain by Mirafi, Inc., or equal, may be provided if reviewed by the Architect,

2.02 ACCESSORIES

A. Detectable Warning Tape: Acid and alkali-resistant polyethylene film metallic warning tape manufactured for marking and identifying underground utilities, 6 inches wide and 4 mils thick minimum, continuously inscribed with a description of the utility, with metallic core encased in a protective jacket for corrosion protection, detectable by metal detector when tape is buried up to 30 inches deep.
1. Tape Colors: Provide tape colors to utilities as follows:
a. Red: Electric.
b. Yellow: Gas, oil, steam, and dangerous materials.
c. Orange: Telephone and other communications.
d. Blue: Water systems, with "Caution: Water Line Below."
e. Red: Fire protection water system, with "Caution: Fire Line Below"
f. Green: Sewer systems, with "Caution: Sewer Line Below."

B. Filter Fabric: Manufacturer's standard nonwoven pervious geotextile fabric of polypropylene geotextiles, "Mirafi 140N" or approved equal.

1. Provide filter fabrics that meet or exceed the listed minimum physical properties determined according to ASTM D-4759 and the referenced standard test method in parentheses:
a. Grab Tensile Strength (ASTM D 4632): 100 lb.
b. Apparent Opening Size (ASTM D 4751): #70 U.S. Standard sieve.
c. Permeability (ASTM D 4491): 135 gallons per minute per sq. ft.

2.03 EXCAVATION SUPPORT & PROTECTION – SHORING PLAN

A. The CONTRACTOR shall have at the Worksite, copies or suitable extracts of: Construction Safety Orders, Tunnel Safety Orders and General Industry Safety Orders issued by the State Division of Industrial Safety. The CONTRACTOR shall comply with provisions of these and all other applicable laws, ordinances, and regulations.

B. Before excavating any trench 1.5m (5 feet) or more in depth, the CONTRACTOR shall submit a detailed plan to the District showing the design of shoring, bracing, sloping, or other revisions to be made for the Workers' protection from the hazard of caving ground during the excavation of such trench. If the plan varies from the shoring system standards, the plan shall be prepared by a registered Civil Engineer. No excavation shall start until the District has accepted the plan and the CONTRACTOR has obtained a permit from the State Division of Industrial Safety. A copy of the permit shall be submitted to the District.

C. The INSPECTOR will provide a competent person trench/excavation certification form to the CONTRACTOR. It shall be completely filled out before any worker has access to trench or excavation and returned to the INSPECTOR before the end of the first working day. The CONTRACTOR shall certify by this form the name of the competent person administering the Work, the soil classification, and the type of excavation protective system provided and/or installed.

D. The CONTRACTOR shall completely fence all excavations to provided protection against anyone falling into the excavation and to the satisfaction of the INSPECTOR. The fencing shall be in place at all times except when workers are present and actual construction operations are in progress.

E. The fencing material shall be chain link fabric or welded wire fabric (6x6-W9xW9 minimum) and 1.5 m (5 feet) high, constructed according to one of the following:
1. Tensioned fencing material and have top and bottom tension wires securely fastened to driven steel posts or other equally rigid elements at a maximum spacing of 3.6m (12 feet); or
2. Untensioned fencing materials securely fastened to extended trench shoring elements at a maximum spacing of 2.4m (8 feet) and fastened to continuous top and bottom rails constructed of nominal 50mm x 100mm (2 in x 4 in) lumber or equally rigid material. Framed panels with suitable supporting elements fastened together to form a continuous fence may also be used.

F. Payment for performing all work necessary to provide safety measures shall be included in the prices bid for other items of work except where separate bid items for excavation safety are provided, or required by law.

PART 3 - EXECUTION

3.01 PREPARATION
A. Protect adjacent property and existing improvements and structures as necessary to prevent undermining, caving of cuts, and miscellaneous damage.

B. Provide cribbing, sheeting, and shoring necessary to safely retain the earth banks and protect excavations and adjoining grades from caving and other damage resulting from excavating together with suitable forms of protection against bodily injury to personnel employed on the work and the general public. Be responsible for the design, installation, and maintenance of required cribbing and shoring and shall meet the approval of the State Division of Industrial Safety and local governing agencies requirements.

C. Utility lines and structures shown shall be protected and treated as indicated. Where work not shown is encountered, report it to the Architect before proceeding with excavation. Encase active lines in sleeves where they pass through concrete; remove inactive lines as directed, and plug the remaining ends. Bear the costs for repairs to damaged or broken utilities and any damages related thereto.

D. Protect existing improvements and adjacent properties from storm damage and flood hazard originating on this project until final acceptance by the District. Prevent silt run-off from the limits of work in accordance with governmental requirements.

E. A 6 foot high, temporary chain link fence and gates, (pair 26' wide, minimum) shall be erected prior to any grading operations at the construction limits perimeter. Coordinate the exact location with Architect and Inspector.

3.02 DEWATERING

A. Prevent surface water and subsurface or ground water from entering excavations, from ponding on prepared subgrades, and from flooding Project site and surrounding area. Any water entering an excavation shall be immediately pumped out and the exposed excavation allowed to dry.
B. Protect subgrades and foundation soils from softening and damage by rain or water accumulation.

3.03 GRADE STAKES

A. The Contractor's Surveyor will set grade stakes. The Surveyor shall be a California registered land surveyor or licensed Civil Engineer. The Surveyor shall be hired and paid by the Contractor, and shall be subject to the approval of the District. Contractor shall notify the District at least 48 hours before staking is to be started. The District will determine if work is ready for staking.

B. All work shall conform to the lines, elevations, and grades shown on the Construction Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.

C. Protect and maintain stakes in place until their removal is approved by the District. Grade or location stakes lost or disturbed by Contractor, shall be reset by the Surveyor at the expense of Contractor.

D. Grades for underground conduits will be set at the surface of the ground. The Contractor shall transfer them to the bottom of the trench.

3.04 EXCAVATION

A. Based on the results of the geotechnical subsurface investigation, all existing fill and native alluvial materials within the site are expected to be readily excavatable with conventional earthmoving equipment.

B. Explosives: Do not use explosives.

C. Unclassified Excavations: Comply with the Standard Specifications for Public Works Construction, Section 300: "Earthwork"; except as modified herein.

D. In preparation for grading, the construction areas should be cleared of surface vegetation, concrete, pavement and any loose surficial soils. Any unsuitable material encountered should be properly disposed of and not incorporated into any new fill.

E. Clearing and grubbing operations should include the removal of stumps and major roots of any trees and shrubs to be removed.

F. Should footing excavations exceed required dimensions or should sloughing occur, fill such extra space with concrete at no additional cost to the contract. If unsuitable material is found at the indicated depths, immediately notify the Inspector.

G. Temporary construction excavations are anticipated for construction of footings, utility trenches & retaining walls. Temporary construction excavations in soils may be made vertically without shoring to a depth of approximately four (4) feet below adjacent surrounding grade. For deeper cuts, the slopes should be sloped back to at least 1H:1V (Horizontal:Vertical) or flatter. The exposed slope face should be kept moist (but not saturated) during construction to reduce local sloughing. No surcharge loads should be permitted within a horizontal distance equal to the height of cut from the toe of excavation, unless the cut is properly shored. Excavations that extend below an imaginary plane, inclined at forty-five (45) degrees below the edge of any nearby adjacent existing site facilities, should be properly shored to maintain foundation support of the adjacent structures.

H. Excavate to the depths, lines and grades indicated on the approved Grading Plan. Excavate sufficiently over-size to permit installation and removal of concrete forms and other required work. Should soil of inadequate density and bearing capability be encountered at the elevations indicated on the drawings, or where new fill is to be placed upon existing loose fill material exposed by excavation, the excavation shall be carried to the depth required to attain soil of bearing quality as determined by the Geotechnical Engineer.

I. Notify the Inspector 48 hours before foundation excavations are ready for inspection.

J. The bottoms of footings shall be free of loose material, debris, and water before concrete is placed.

K. Cut banks shall be neatly trimmed to the required finish surface as the cut progresses, or the Contractor shall have the option of leaving the cuts full and finish grading by mechanical equipment which shall produce the finish surfaces as shown on the Drawings.

L. Surplus earth not needed for filling and grading shall be disposed of in a legal manner off the site.

3.05 EXCAVATION FOR CONCRETE PAVEMENT

A. Concrete flatwork shall be constructed on top of a four (4) inch sand blanket. The 4-inch sand blanket shall be compacted to a minimum of 90% relative density per ASTM D 1557. Sand bedding shall be mechanically compacted, water jetting of the bedding will not be allowed.

B. It is recommended that the upper 12" (inches) of soils below the sand bedding, and to a distance of at least 2-feet beyond lateral limits, be scarified to the recommended depth of 12" (inches), moisture conditioned as necessary to achieve optimum or slightly above optimum moisture content, and then re-compacted in place to a minimum relative compaction of 95 percent.

C. It should be noted that the depths of remedial grading provided above are estimates only and are based on conditions observed at the exploratory boring locations. Subsurface conditions can and usually do vary between points of exploration. For this reason, the actual removal depths will have to be determined on the basis of in-grading observations and testing performed by representatives of the project geotechnical consultant.

3.06 EXCAVATION FOR ASPHALT PAVEMENT

A. Prior to placing asphalt pavement the existing native soil must be scarified to a depth of 12 inches, watered or aerated as required, thoroughly mixed to a uniform near optimum moisture condition, and re-compacted to at least 95 percent of the ASTM D-1557 laboratory test standard. All material should be moisture conditioned and compacted by mechanical means in approximate 6-inch thick lifts. The Geotechnical Engineer should monitor the compaction of the sub grade soils and perform testing to verify that proper compaction has been obtained. Subgrade soils should exhibit a firm, unyielding surface in addition to the recommended compaction.

B. It should be noted that the depths of remedial grading provided above are estimates only and are based on conditions observed at the exploratory boring locations. Subsurface conditions can and usually do vary between points of exploration. For this reason, the actual removal depths will have to be determined on the basis of in-grading observations and testing performed by representatives of the project geotechnical consultant.

3.07 EXCAVATION FOR UTILITIES

A. Field conditions may require deviations from information indicated on Drawings. Such changes in work shall be covered by a Change Order, indicating an increase or decrease in the Contract sum.

B. Before excavation, Contractor shall contact the "Underground Service Alert of Southern California" (USASC) for information on buried utilities and pipelines.

C. When connections are to be made to any existing pipe, conduit, or other appurtenances, the actual elevation or position of which cannot be determined without excavation, the Contractor shall excavate for, and expose, the existing improvement before laying any pipe or conduit. The Engineer shall be given the opportunity to inspect the existing pipe or conduit before connection is made. Any adjustments in line or grade which may be necessary to accomplish the intent of the plans will be made, and the Contractor will be paid for any additional work resulting from such change in line or grade.

D. Trenches, ditches, pits, sumps, and similar items which are outside the barricaded working area shall be barricaded to conform to Cal OSHA standards.
E. Trenches over 5'-0

T. Mechanically compacted backfill shall comply with section 306-1.3.2 of the Standard Specifications for Public Works Construction.

U. Concrete backfill trenches that carry below or pass under footings and that are excavated within 18 inches of footings. Place concrete to level of bottom of footings.

V. Fill voids with approved backfill materials as shoring bracing and sheeting is removed.

3.08 INSPECTION & TESTING AT TRENCHES

A. Pipe will be inspected in the field before and after laying. If any cause for rejection is discovered in a pipe after it has been laid, it shall be subject to rejection. Any corrective work shall be approved by the Engineer and shall be at NO cost to the District.

B. The Inspector or Geotechnical Engineer will inspect all subgrades and excavations prior to placing bedding & backfill materials.

C. DO NOT place backfill until the bedding and pipe work installed has been inspected, tested and approved by the Inspector. Remove excavated rocky material unsuitable for backfill from the site prior to final backfilling.

D. Utility backfill compaction test shall be performed in accordance with ASTM D1557, method "C".

E. Utility backfill in place density test per ASTM D 1556 (sand cone) or other test method as considered appropriate by the Geotechnical Engineer.

F. Hydrostatic pressure tests shall be done only after backfill has been placed and final compaction has been achieved.

3.09 APPROVAL OF SUBGRADE

A. Notify Geotechnical Engineer when excavations have reached required over-excavation subgrade.

B. When Geotechnical Engineer determines that unforeseen unsatisfactory soil is present, continue work only after receiving direction from the Contracting Officer.

C. Reconstruct subgrades damaged by rain, accumulated water or construction activities as directed by the Soils Engineer.

3.10 UNAUTHORIZED EXCAVATION

A. Fill of unauthorized excavation below bottoms of foundations or wall footings will be engineered fill.

B. Fill unauthorized excavations under other construction as directed by the Soils Engineer.

C. Where indicated widths of utility trenches are exceeded, provide stronger pipe, or special installation procedures, as required by the Geotechnical Engineer.

3.11 STORAGE OF SOIL MATERIALS

A. After the site has been stripped of all debris, vegetation and organic materials, excavated on-site soils may be reused as engineered fill provided they meet the satisfactory soils material conditions in Section 2.1, part D. High in-site moisture contents will require aeration prior to placement as engineered fill.

B. Stockpile excavated materials acceptable for backfill and fill soil materials, including acceptable borrow materials. Stockpile soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees. Cover to prevent wind blown dust.

3.12 PLACEMENT OF ENGINEERED FILL

A. Spreading and Compacting Fill Material:

1. All fills should be placed in 6-inch thick maximum lifts, watered or air dried as necessary to achieve slightly above-optimum moisture conditions, and then compacted to a minimum relative compaction of 95 percent. The laboratory maximum dry density and optimum moisture content for each change in soil type should be determined in accordance with Test Method ASTM D 1557.
2. After each layer has been placed, mixed, and spread evenly, it shall be thoroughly compacted by the Contractor to the specified density. Final moisture conditioning, rolling, and compaction confirmation testing should be performed immediately prior to placing the overlying rock base or concrete slab. Compaction shall be accomplished by sheepsfoot rollers; vibratory rollers; multiple-wheel, pneumatic-tired rollers; or other types of acceptable compacting equipment. Equipment shall be of such design that it will be able to compact the fill to the specified density. Compaction shall be continuous over the entire area, and the equipment shall make sufficient passes to obtain the desired density uniformly. Jetting, puddling and hydroconsolitation techniques shall not be used.
3. When backfilling and compacting behind retaining walls and flexible retaining structures, the Contractor shall use lightweight compaction equipment such as hand-operated equipment, shoring, or other means to avoid over-stressing structural walls. When using lightweight compaction equipment, the fill materials shall be spread in horizontal layers not greater than 6 inches thick, measured before compaction.

B. Observation and Testing: The Geotechnical Engineer's representative shall observe the excavation, filling, and compacting operations and shall make density tests in the fill material so that he can state his opinion as to whether or not the fill was constructed in accordance with the specifications. If the surface is disturbed, the density tests shall be made in the compacted materials below the disturbed zone. When these tests indicate that the density or moisture content of any layer of fill or portion thereof does not meet the specified density or moisture content, the particular layer or portions shall be reworked until the specified density and moisture content have been obtained.

3.13 BACKFILL - GENERAL

A. Backfill excavations promptly, but not before completing the following:
1. Acceptance of construction below finish grade including, where applicable, dampproofing, waterproofing, and perimeter insulation.
2. Surveying locations of underground utilities for record documents.
3. Testing, inspecting, and approval of underground utilities.
4. Concrete formwork removal.
5. Removal of trash and debris from excavation.
6. Removal of temporary shoring and bracing, and sheeting.
7. Installing permanent or temporary horizontal bracing on horizontally supported walls.

3.14 GRADING

A. Remedial Grading: Perform remedial grading per Geotechnical Engineer's Report and recommendations, as if they were repeated herein.

B. Rough & Fine Grading: Rough grade area sufficiently high to require cutting by fine grading.

C. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to cross sections, lines, and elevations indicated

1. Provide a smooth transition between existing adjacent grades and new grades.
2. Cut out soft spots, fill low spots, and trim high spots to conform to required surface tolerances.
3. Grade area for paving to a depth below finish grades indicated, equal to base and pavement thickness to be constructed.
4. Cut banks neatly to required finish grades as cut progresses, or leave cuts full and finish grading by mechanical equipment, which will produce finish grades indicated on Drawings.
5. Grade filled banks full and compact beyond grade of finish bank so that when trimmed to finish grades, soil is compacted to density specified for final slope face.
6. Bring areas to be graded to approximate finish grades and then scarify, moisten and roll to obtain required density. Scarify, moisten and roll resulting high and low areas to obtain required finish grades by cutting and filling.
7. Grade future planting areas so that, upon cultivation and fertilization, they will conform to finish grades indicated for planting areas.
8. Protect all utilities.

D. Site Grading: Slope grades to direct water away from buildings and to prevent ponding. Finish subgrades to required elevations within the following tolerances:
1. Swimming pool area plus or minus ½ inch.
2. Lawn or Unpaved Areas: Plus or minus 0.10 foot.
3. Walks: Plus or minus ½ inch.
4. Pavements: Plus or minus ½ inch.

E. Grading Inside Building Lines: Finish subgrade to a tolerance of ½ inch when tested with a 10 foot straightedge.

3.15 FIELD QUALITY CONTROL

A. A Geotechnical Engineer designated by the District will be engaged to perform continuous inspection of the placing and compacting of all fills and backfills within the limits of grading of this project. All work shall be done in accordance with the approved plans and these specifications and as recommended and approved by the Geotechnical Engineer. Revised recommendations relating to conditions differing from the approved soils engineering and engineering geology reports shall be submitted to the District, inspector, and the civil engineer. Costs for all such inspections and tests shall be paid by the District. The Contractor shall be responsible for notifying the Geotechnical Engineer in advance so that he may be present to perform his services as needed.

B. The Geotechnical Engineer shall submit compaction reports to the Construction Manager and the Civil Engineer at the completion of the work, including test results and plot plans indicating the locations from which the tested samples of fill were taken. The Geotechnical Engineer shall keep the Construction Manager informed on the progress of the grading work.

C. Testing Agency Services: Allow testing agency to inspect and test each subgrade and each fill or backfill layer. Do not proceed until test results for previously completed work verify compliance with requirements.

1. Perform field in place density tests according to ASTM D 1556 (sand cone method) or other test method as considered appropriate by Geotechnical Engineer.
a. Field in place density tests may also be performed by the nuclear method according to ASTM D 2922, provided that calibration curves are periodically checked and adjusted to correlate to tests performed using ASTM D 1556. With each density calibration check, check the calibration curves furnished with the moisture gages according to ASTM D 3017.
b. When field in place density tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Architect.
2. Paved and Building Slab Areas: At subgrade and at each compacted fill and backfill layer, perform at least one field in place density test for every 2,000 sq. ft. or less of, but in no case fewer than three tests.
3. Trench Backfill: In each compacted initial and final backfill layer, perform at least one field in place density test for each 150 feet or less of trench, but no fewer than two tests.
4. Foundation Wall Backfill: In each compacted backfill layer, perform at least one field in place density test for each 100 feet or less of wall length, but no fewer than two tests along a wall face.

D. When testing agency reports that subgrades, fills, or backfills are below specified density, scarify and moisten or aerate, or remove and replace soil to the depth required, recompact and retest until required density is obtained.

E. The Inspector will inspect foundation excavations when completed and ready for forms,after forms are in place, and before first placement of concrete.

3.16 PROTECTION

A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.

B. Repair and re establish grades to specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or lose compaction due to subsequent construction operations or weather conditions.

1. Scarify or remove and replace material to depth directed by the Architect; reshape and recompact at optimum moisture content to the required density.

C. Settling: Where settling occurs during the Project correction period, remove finished surfacing, backfill with additional approved material, compact, and reconstruct surfacing.

1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to the greatest extent possible.

3.17 DISPOSAL OF SURPLUS AND WASTE MATERIALS

A. Disposal: Remove surplus satisfactory soil and waste material, including unsatisfactory soil, trash, and debris, and legally dispose of it off the District's property.

END OF SECTION

SECTION 32 74 00
ASPHALT PAVEMENT
PART 1 - GENERAL
1.01 REQUIREMENT
A. The Contractor shall furnish all tools, equipment, materials, and supplies and shall perform all labor required to complete the work as indicated in the Contract Documents and specified herein.

B. The following types of pavement shall be covered in this Section:
1. Paving for fire lane, parking lot, playground, parking areas, areas between buildings, adjacent to planting and turf areas, as indicated on Construction Documents.

C. Related Sections:
1. Section 01050: Field Engineering & Survey Control
2. Section 02065: Seal Coat
3. Section 02584: Pavement Marking
1.02 Quality Assurance
A. The work provided herein shall conform to and be in accordance with the Contract Plans, General Conditions/Specifications and Special Provisions, as well as the Standard Specifications for Public Works Construction ("Green Book"), current edition, adopted by the Southern California Chapter, American Public Works Association; herein referred to as the "Standard Specifications". In case of conflict between the "Standard Specifications", the General Conditions/Specifications and these Special Provisions, the General Conditions/Specifications and these Special Provisions shall have precedence. Copies of the Standard Specifications may be obtained at the BNI Building News, 1612 S. Clementine Street, Anaheim, CA. 92802, phone 1-888-264-7483 or available on the internet at: http://www.bnibooks.com/.

B. The District's inspector shall test the temperature of each batch of asphaltic concrete prior to placement. At the time of delivery to the work site, the temperature of mixture shall not be lower than 260 degrees F or higher than 320 degrees F, the lower limit to be approached in warm weather and the higher in cold weather. If asphaltic concrete temperature is not within these tolerances the affected batch shall be rejected. Any and all costs due to the rejected asphaltic concrete shall be the responsibility of the paving contractor.
1.03 Establishment of Grades
A. The Contractor's Surveyor will set grade stakes. The Surveyor shall be a California registered land surveyor or licensed Civil Engineer. The Surveyor shall be hired and paid by the Contractor, and shall be subject to the approval of the District. Contractor shall notify the District at least 48 hours before staking is to be started. The District will determine if work is ready for staking.

B. All work shall conform to the lines, elevations, and grades shown on the Construction Plans. Three consecutive points set on the same slope shall be used together so that any variation from a straight grade can be detected. Any such variation shall be reported to the Engineer. In the absence of such report, the Contractor shall be responsible for any error in the grade of the finished work.

C. Protect and maintain stakes in place until their removal is approved by the District. Grade or location stakes lost or disturbed by Contractor, shall be reset by the Surveyor at the expense of Contractor.

D. Areas having drainage gradients of 2 percent or more shall have elevation stakes, set with instrument, at grid intervals of 25 feet. Intermediate stakes may be set by using a tightly-drawn string line over the tops of adjacent stakes. Grade stakes must be set at all grade breaks, grade changes, etc.
E. Areas having drainage gradients of less than 2 percent shall have elevation stakes, set with instrument, at 10 foot intervals. Grade stakes must be set at all grade breaks, grade changes, etc.
1.04 Submittals
A. Mix Designs: The CONTRACTOR shall formulate a job-mix formula using the Hveem method in accordance with S.S.P.W.C. Section 203-6.2 and submit it to the ENGINEER for approval. The resultant mixture shall have Hveem properties conforming to S.S.P.W.C. Section 203-6.4.3.

B. Prior to import, Contractor shall submit written certification to the Inspector that Crushed Miscellaneous Base (CMB) and/or Crushed Aggregate Base (CAB) does not contain Polychlorinated biphenyls (PCB) above laboratory detection limits when tested in accordance with EPA Method 8082.
C. Samples:
1. Prior to the delivery of specified aggregate to the site, the CONTRACTOR shall submit samples of the material for the INSPECTOR's acceptance in accordance with S.S.P.W.C. Section 4-1.4. Samples shall be typical of materials to be furnished from the proposed source and in conformance with the specified requirements.

D. Certificates
1. Twenty days prior to the delivery of aggregates, asphalt materials, and paving mixes to the project site, the Contractor shall submit to the Engineer certificates and test results of compliance of such materials with these specifications.
2. Submit certificates of compliance from the supplier for bituminous materials for paint binder, asphaltic concrete, and seal coat.
3. Submit weigh master's certificates or certified delivery tickets for each truck load of asphaltic material delivered to the project site.
4. Upon completion of the weed control treatment, and as a condition for final acceptance, furnish a written certificate stating the brand name of the sterilant and the manufacturer, and that the sterilant used had at least the minimum required concentration, and that the rate and method of application complied in every respect with the conditions and standards contained herein.
1.05 Quality Control
A. Asphaltic Concrete Producers Qualifications: Use only materials furnished by a bulk asphaltic concrete producer regularly engaged in production of hot mix, hot laid bituminous concrete.

B. Applicator Qualifications: Paving machine and roller operators shall be fully trained and experienced in the installation of asphaltic concrete paving on projects of similar size and complexity.

C. Regulatory Requirements: The quantity of volatile organic compounds (V.O.C.) used in weed killer, seal coat, primer and other materials shall not exceed the limits permitted under the current regulations of the local authorities having jurisdiction.
1.06 Environmental Limitations
A. Do not apply asphalt materials if substrate is wet or excessively damp or if the following conditions are not met:

1. Tack Coats: Minimum surface temperature of 60 deg F.
2. Asphalt Base Course: Minimum surface temperature of 40 deg F and rising at time of placement.
3. Asphalt Surface Course: Minimum surface temperature of 60 deg F at time of placement.
1.07 Pavement-Marking Paint
A. Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 deg F for oil-based materials, 50 deg F for water-based materials, and not exceeding 95 deg F.
PART 2 - PRODUCTS
2.01 MATERIALS
A. Base Course Material: Crushed aggregate for the base course shall consist of materials that meet the Standard Specifications for Public Works Construction listed below.

1. Crushed aggregate base per Section 200-2.2, ¾" max. - this is the preferred choice.
2. Crushed miscellaneous base per Section 200-2.4, fine grade - this is the alternative choice.
3. Prior to import, Contractor shall submit written certification to the D.S.A. Inspector that Crushed Miscellaneous Base (CMB) and/or Crushed Aggregate Base (CAB) does not contain Polychlorinated biphenyls (PCB) above laboratory detection limits when tested in accordance with EPA Method 8082.
B. Asphalt Surfacing Materials: Furnish asphalt surfacing meeting the following requirement, furnished from a commercial asphalt central mixing plant.

1. Paint Binder/Tack Coat: Asphalt emulsion shall be CSS-1 or CSS-1h and shall conform to the requirements of SSPWC Section 203-3 Emulsified Asphalt.
2. Asphalt Concrete Composition & Grading:
a. Vehicular Paving Areas: Type III-C2 PG 64-10 per the Standard Specifications, Section 400-4.
b. Pedestrian and playground surfaces: Type D2-PG 64-10 per the Standard Specifications, Section 203-6.4.3.
c. At least two courses shall be laid when the new AC pavement is thicker than 4 inches. The top course shall be a minimum of 2" (inches) thick.

3. Asphalt type: Asphalts shall be specified by performance grade, and shall conform to the requirements in Table 203-1.2 (A) of the 2007 Standard Specification Supplement.

C. Weed Control:

1. The soils sterilant shall be in accordance with current EPA acceptable standard and the California Department of Pesticide Regulations for soils sterilant. Sterilant shall be selected as appropriate for the environment in which is it to be placed. Contractor shall be licensed with the State of California to apply sterilant. Sterilant shall be commercial grade for commercial application. Payment for soil sterilization will include full compensation for application and all materials and incidental work required.
2. Apply Dow Elanco Spike 80DF, or approved equal, to subgrade prior to asphalt paving at locations shown on plan. Spike 80DF weed control should be applied at the rate of seven pounds per acre. If another manufacturer is used follow their recommendations.

D. Seal Coat per Specification Section 02065: Seal Coat.

E. Headers and Stakes:
1. Headers: Redwood, Construction Heart Grade, size 2 x 6, unless otherwise indicated on construction drawings
2. Stakes: 2 x 4 redwood or 2 x 3 Douglas fir, Construction Grade.
3. Nails: Common, galvanized, 12d minimum.

F. Wheel Stops:

1. Precast concrete, smooth and free of pits and rock pockets, providing a minimum 28-day compressive strength of 3,500 psi. Size at least 8 inches wide, 6 inches high and 4 feet long. Reinforce with 2-#5 reinforcing bars 24" long. Provide 2-3/4 inch diameter pre-drilled holes for anchor installation.
2. Bumper Anchors: Provide ½-inch diameter x 18-inch long galvanized steel pipe.
3. Bumper Adhesive: Provide adhesive recommended by bumper manufacturer/installer for fastening bumpers to concrete pavement.
PART 3 - EXECUTION
3.01 HEADERS
A. Install headers along edge of bituminous surfacing abutting turf, earth, or planting area, unless indicated otherwise.

B. Install headers so the bottom surface has continuous bearing on solid grade. Where excavation for headers is undercut, thoroughly tamp soil under the header. Compact backfill on both sides of header to the density of adjacent undisturbed earth.

C. Fasten headers in place with redwood or Douglas fir stakes of length necessary to extend into solid grade a minimum of 12 inches. Stakes shall be of sound material, neatly pointed, driven vertically, and securely nailed to headers. Space stakes, not to exceed 4 feet on centers with top of stakes set one inch below top of header. Provide a minimum of 2-12d galvanized common nails through each stake.

D. Remove existing headers where new surfacing is installed adjacent to existing surfacing.

E. Install temporary headers at transverse joints of paving where continuous paving operations are not maintained.

F. Provide additional stakes and anchorage as required to fasten headers in place
3.02 SUBGRADE PREPARATION
A. Subgrade Preparation: Prior to placing asphalt pavement the existing native soil must be scarified to a depth of 12 inches, watered or aerated as required, thoroughly mixed to a uniform near optimum moisture condition, and re-compacted to at least 95 percent of the ASTM D-1557 laboratory test standard. All material should be moisture conditioned and compacted by mechanical means in approximate 6-inch thick lifts. The Geotechnical Engineer should monitor the compaction of the sub grade soils and perform testing to verify that proper compaction has been obtained. Subgrade soils should exhibit a firm, unyielding surface in addition to the recommended compaction.

B. It should be noted that the depths of remedial grading provided above are estimates only and are based on conditions observed at the exploratory boring locations. Subsurface conditions can and usually do vary between points of exploration. For this reason, the actual removal depths will have to be determined on the basis of in-grading observations and testing performed by representatives of the project geotechnical consultant.

C. Subgrade tolerances: Subgrade for pavement shall not vary more than 0.02' from the specified grade and cross section. Subgrade for subbase or base material shall not vary more than 0.04' from the specified grade and cross section. Variations within the above specified tolerances shall be compensating so that the average grade and cross section specified are met.

D. Correct irregularities by dressing down or filling as may be required, to bring areas to true subgrade elevations.

E. Where filling is required, scarify the subgrade to bond the new material to the in place material; use additional material as required, subject to the approval of the Architect, and provided by the Contractor.

F. Remove excess material from the site to a legal disposal area.
3.03 APPLICATION GENERAL
A. Finish elevations, extent of asphalt paving and locations of type of asphalt and class of base shall be as indicated and specified herein and on the Construction Documents. Bring subgrade elevations sufficiently below the finish elevations of the paving so as to accommodate the thickness of paving and base.
3.04 STERILANT APPLICATION
A. Place herbicide below base course. Meet the applicable environmental control requirements. Apply as directed by the manufacturer's printed instructions just before application of the base course. Sterilant shall not be applied within two feet of planting areas.
3.05 APPLICATION OF BASE COURSE
A. Install base course material, encompassing spreading and compacting, in accordance with the Standard Specifications, Section 301-2, Untreated Base.

B. After preparing the subgrade as specified in 3.5.A, all traffic on the subgrade shall be avoided. Should it be necessary to haul over the prepared subgrade, the CONTRACTOR shall drag and roll the traveled way as frequently as may be necessary to remove ruts, cuts, and breaks in the surface. All cuts, ruts, and breaks in the surface of the subgrade that are not removed by the above operations shall be raked and hand tamped. All equipment used for transporting materials over the prepared subgrade shall be equipped with pneumatic tires.

C. Continued use of sections of prepared subgrade for hauling, so as to cut up or deform it from the true cross-section, will not be permitted. The CONTRACTOR shall protect the prepared subgrade from all traffic.

D. Maintain the surface in its finished condition until the succeeding layer is placed.
3.06 PLACING ASPHALT CONCRETE SURFACING:
A. Paint Binder/Tack Coat: A tack coat shall be applied in conformance with the Standard Specifications, Section 302-5.4.

B. Asphalt Concrete Pavement:
1. The method of proportioning, mixing, transporting, laying, processing, rolling the material and the standards of workmanship shall conform to the applicable requirements of the Standard Specifications, Section 302-5 ASPHALT CONCRETE PAVEMENT. At no time shall the coarse aggregate that has segregated from the mix be scattered across the paved mat.
2. The Inspector will examine the base before the paving has begun. The Contractor will correct any deficiencies before the paving is started.
3. Asphalt concrete of the class indicated in Section 2.B.2 shall be laid in courses conforming to the Standard Specifications, Table 302-5.5(A) unless otherwise stated herein.
4. At least two courses shall be laid when the new AC pavement is thicker than 4 inches. The top course shall be a minimum of 2 inches thick.
5. Successive courses may be laid upon previously laid courses as soon as the previous course has cooled sufficiently to show no perceivable displacement under equipment or loaded material delivery trucks.
6. Wherever AC pavement does not terminate against a curb, gutter, or another pavement, the Contractor shall provide and install a redwood or pressure treated Douglas fir header at the line of termination.
7. Wherever AC pavement adjoins existing AC pavement, in addition to other requirements, existing AC pavements shall have a straight, saw-cut edge free from cracks or fragmented asphalt pieces. If there are fragmented pieces, new saw-cut shall be made, free of fragmented pieces prior to placing of asphalt.
8. Pavement shall cure for at least 30 days prior to placing seal coat. If Pavement must go into service prior to the required 30-day cure time, temporary striping for all areas affected shall be provided at no additional cost.
3.07 FLOOD TESTING
A. Flood Test: Before seal coat is applied, a water flood test shall be done in the presence of the Inspector. The flooding shall be done by water tank truck. Depressions where the water ponds to a depth of more than 1/8-inch shall be filled or the slope corrected to provide proper drainage. The edges of the fill shall be feathered and smoothed so that the joint between the fill and the original surface is invisible.
3.08 FIELD QUALITY CONTROL
A. Replace or repair deficient and damaged asphalt paving.

B. All paving shall drain properly before being accepted. Upon completion, the pavement shall be true to grade and cross section. When a 10 foot straightedge is laid on the finished surface parallel to the centerline of the roadway, the surface shall not vary from the edge of the straightedge more than 1/8 inch, except at intersections or at changes of grade. Any areas that are not within this tolerance shall be brought to grade immediately following the initial rolling. There shall be no variation greater than 1/4 inch plus or minus from a 10 foot straight edge, except at grade changes. The paving material in the area to be repaired shall be removed, by an approved method, to provide a minimum laying depth of 1 inch, or 2 times the maximum size aggregate, whichever is greater, of the new pavement at the join line. Repairs shall not be made to pavement surface by feather-edging at the join lines. All expenses for pavement repair up shall be borne by the Contractor at NO cost to the District.
3.09 INSTALLATION OF PARKING BUMPERS
A. Install bumpers as indicated on the Drawings. On bituminous paving, install anchors through pavement and into the ground a minimum of 12 inches. On concrete pavement, install bumpers in a continuous bed of adhesive recommended by manufacturer.
3.10 PARKING STALL STRIPES AND/OR PAINTED DIRECTIONS
A. All stripes and markings shall be per Specification Section 02760: Pavement Marking.

B. Painted lines and markings on pavement at accessible parking stalls shall be 3-inch minimum wide (blue in color) equal of Color No. 15090 per Federal Standard 595B.

C. Parking spaces for persons with disabilities shall be marked according to CBC Section 1129B.4.

D. Tactile warning lines shall be in conformance to CBC Section 1133B.8.3 and 1133B.8.4.

E. Paint curb red at fire lanes.
3.11 PROTECTION
A. Protect the Work of this section until Substantial Completion.
3.12 CLEAN UP
A. Clean all debris and unused materials from the paving operation. Clean all surfaces that have been spattered or defaced as a result of the paving operation. Asphalt or asphalt stains which are noticeable upon surfaces of concrete, or materials which will be exposed to view, shall be promptly and completely removed. Cleaning shall be done in a manner that will not result in any discharge of contaminated materials into any catch basin. All expenses for clean up shall be borne by the Contractor at NO cost to the District.

END OF SECTION

AGENCY:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY
ARCHITECTURE + PLANNING
Morrissey Associates, Inc.
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714.836.6137 714.836.8513

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LICENSED ARCHITECT
TIMOTHY MORRISSEY
NO. C19026
REN.04-30-27
STATE OF CALIFORNIA
12/02/2025

CONSULTANT:

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

REV.	DESCRIPTION	DATE

SPECIFICATIONS

JOB NO.: Project Number
DATE: Issue Date
DRAWN BY: Author
CHECKED BY: Checker
SHEET:

G-1.01

GRADING NOTES

1. ALL WORK SHALL BE IN ACCORDANCE WITH THE GRADING CODE OF THE COUNTY OF ORANGE, AND ANY SPECIAL REQUIREMENTS OF THE PERMIT. A COPY OF THE GRADING CODE AND MANUAL SHALL BE RETAINED ON THE JOB SITE WHILE WORK IS IN PROGRESS. WHEN REFERENCED ON THE PLANS, A COPY OF OC PUBLIC WORKS STANDARD PLANS SHALL ALSO BE RETAINED ON THE SITE.
2. GRADING SHALL NOT BE STARTED WITHOUT FIRST NOTIFYING THE DISTRICT GRADING INSPECTOR. A PRE-GRADING MEETING ON THE SITE IS REQUIRED BEFORE START OF GRADING WITH THE FOLLOWING PEOPLE PRESENT: OWNER, GRADING CONTRACTOR, DESIGN CIVIL ENGINEER, SOIL ENGINEER, ENGINEERING GEOLOGIST, DISTRICT GRADING INSPECTOR, AND WHEN REQUIRED, THE ARCHAEOLOGIST AND PALEONTOLOGIST. THE REQUIRED INSPECTIONS FOR GRADING WILL BE EXPLAINED AT THE MEETING.
3. ISSUANCE OF A GRADING PERMIT DOES NOT ELIMINATE THE NEED FOR PERMITS FROM OTHER AGENCIES WITH REGULATORY RESPONSIBILITIES FOR CONSTRUCTION ACTIVITIES ASSOCIATED WITH THE WORK AUTHORIZED ON THIS PLAN.
4. THE GRADING PERMIT AND AN APPROVED COPY OF THE GRADING PLAN SHALL BE ON THE PERMITTED SITE WHILE WORK IS IN PROGRESS.
5. PRELIMINARY SOIL AND GEOLOGY REPORTS, AND ALL SUBSEQUENT REPORTS AS APPROVED BY OC PLANNING, GRADING SECTION, ARE CONSIDERED A PART OF THE APPROVED GRADING PLAN.
6. THE SOIL ENGINEER AND ENGINEERING GEOLOGIST SHALL PERFORM SUFFICIENT INSPECTIONS AND BE AVAILABLE DURING GRADING AND CONSTRUCTION TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS AND THE CODE WITHIN THEIR PURVIEW.
7. THE CIVIL ENGINEER SHALL BE AVAILABLE DURING GRADING TO VERIFY COMPLIANCE WITH THE PLANS, SPECIFICATIONS, CODE AND ANY SPECIAL CONDITIONS OF THE PERMIT WITHIN THEIR PURVIEW.
8. THE SOIL ENGINEER AND ENGINEERING GEOLOGIST SHALL, AFTER CLEARING AND PRIOR TO PLACEMENT OF FILL IN CANYONS, INSPECT EACH CANYON FOR AREAS OF ADVERSE STABILITY, AND TO DETERMINE THE PRESENCE OR ABSENCE OF SUBSURFACE WATER OR SPRING FLOW. IF NEEDED, SUBDRAINS WILL BE DESIGNED AND CONSTRUCTED PRIOR TO THE PLACEMENT OF FILL IN EACH RESPECTIVE CANYON.
9. SUBDRAIN OUTLETS SHALL BE COMPLETED AT THE BEGINNING OF THE SUBDRAIN CONSTRUCTION.
10. THE EXACT LOCATION OF THE SUBDRAINS SHALL BE SURVEYED IN THE FIELD FOR LINE/GRADE AND SHOWN ON AS-GRADED PLANS.
11. AREAS TO RECEIVE FILL SHALL BE PROPERLY PREPARED AND APPROVED IN WRITING BY THE SOIL ENGINEER AND THE BUILDING OFFICIAL PRIOR TO PLACING FILL.
12. FILLS SHALL BE BENCHED INTO COMPETENT MATERIAL PER OC PUBLIC WORKS STANDARD PLAN NO 1322.
13. ALL EXISTING FILLS SHALL BE APPROVED BY THE BUILDING OFFICIAL OR REMOVED PRIOR TO PLACING ADDITIONAL FILLS.
14. FILLS SHALL BE COMPACTED THROUGHOUT TO A MINIMUM OF 90% RELATIVE COMPACTION. AGGREGATE BASE FOR ASPHALTIC AREAS SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION. MAXIMUM DENSITY SHALL BE DETERMINED BY UNIFORM BUILDING CODE STANDARD NO. 70-1 OR APPROVED EQUIVALENT AND FIELD DENSITY BY UNIFORM BUILDING CODE NO. 70-2 OR APPROVED EQUIVALENT.
15. CUT AND FILL SLOPES SHALL BE NO STEEPER THAN 2-FEET HORIZONTAL TO 1-FOOT VERTICAL (2:1) EXCEPT WHERE SPECIFICALLY APPROVED OTHERWISE.
16. ALL CUT SLOPES SHALL BE INVESTIGATED BOTH DURING AND AFTER GRADING BY THE ENGINEERING GEOLOGIST TO DETERMINE IF ANY SLOPE STABILITY PROBLEMS EXIST. SHOULD EXCAVATION DISCLOSE ANY GEOLOGICAL HAZARDS OR POTENTIAL GEOLOGICAL HAZARDS, THE ENGINEERING GEOLOGIST SHALL SUBMIT RECOMMENDED TREATMENT TO THE BUILDING OFFICIAL FOR APPROVAL.
17. WHERE SUPPORT OR BUTTRESSING OF CUT AND NATURAL SLOPES IS DETERMINED NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, THE SOIL ENGINEER SHALL SUBMIT DESIGN, LOCATIONS AND CALCULATIONS TO THE BUILDING OFFICIAL PRIOR TO CONSTRUCTION. THE ENGINEERING GEOLOGIST AND SOIL ENGINEER SHALL INSPECT AND CONTROL THE CONSTRUCTION OF THE BUTTRESSING AND CERTIFY TO THE STABILITY OF THE SLOPE AND ADJACENT STRUCTURES UPON COMPLETION.
18. WHEN CUT PADS ARE BROUGHT TO NEAR GRADE, THE ENGINEERING GEOLOGIST SHALL DETERMINE IF THE BEDROCK IS EXTENSIVELY FRACTURED OR FAULTED, AND WILL READILY TRANSMIT WATER. IF CONSIDERED NECESSARY BY THE ENGINEERING GEOLOGIST AND SOIL ENGINEER, A COMPACTED FILL BLANKET WILL BE PLACED.
19. ALL TRENCH BACKFILL SHALL BE TESTED AND APPROVED BY THE SOIL ENGINEER PER THE GRADING CODE.
20. ANY EXISTING IRRIGATION LINES AND CISTERNS SHALL BE REMOVED OR CRUSHED IN PLACE AND APPROVED BY THE BUILDING OFFICIAL AND SOIL ENGINEER.
21. ANY EXISTING WATER WELLS SHALL BE ABANDONED IN COMPLIANCE WITH THE SPECIFICATIONS APPROVED BY ORANGE COUNTY HEALTH CARE AGENCY AND DIVISION OF ENVIRONMENTAL HEALTH.
22. ANY EXISTING CESSPOOLS AND SEPTIC TANKS SHALL BE ABANDONED IN COMPLIANCE WITH THE UNIFORM PLUMBING CODE TO THE APPROVAL OF OC PLANNING/BUILDING INSPECTION.
23. STOCKPILING OF EXCESS MATERIAL SHALL BE APPROVED BY THE BUILDING OFFICIAL PRIOR TO EXCAVATION.
24. EXPORT SOIL MUST BE TRANSPORTED TO A LEGAL DUMP OR TO A PERMITTED SITE APPROVED BY THE DISTRICT GRADING INSPECTOR.
25. THE PERMITTEE SHALL COMPLY WITH THE GRADING CODE REQUIREMENTS FOR HAUL ROUTES WHEN AN EXCESS OF 5,000 CUBIC YARDS OF EARTH IS TRANSPORTED TO OR FROM A PERMITTED SITE ON PUBLIC ROADWAYS.
26. THE PERMITTEE IS RESPONSIBLE FOR DUST CONTROL MEASURES.
27. THE PERMITTEE SHALL GIVE REASONABLE NOTICE TO THE OWNER OF ADJOINING LANDS AND BUILDING PRIOR TO BEGINNING EXCAVATIONS WHICH MAY AFFECT THE LATERAL AND SUBJACENT SUPPORT OF THE ADJOINING PROPERTY. THE NOTICE SHALL STATE THE INTENDED DEPTH OF EXCAVATION AND WHEN THE EXCAVATION WILL COMMENCE. THE ADJOINING OWNER SHALL BE ALLOWED AT LEAST 30 DAYS AND REASONABLE ACCESS ON THE PERMITTED PROPERTY TO PROTECT HIS STRUCTURE, IF HE SO DESIRES, UNLESS OTHERWISE PROTECTED BY LAW.
28. ALL CONCRETE STRUCTURES THAT COME IN CONTACT WITH THE ON-SITE SOILS SHALL BE CONSTRUCTED WITH TYPE V CEMENT, UNLESS DEEMED UNNECESSARY BY SOLUBLE SULFATE-CONTENT TESTS CONDUCTED BY THE SOIL ENGINEER.
29. SLOPES EXCEEDING 5 FEET IN HEIGHT SHALL BE PLANTED WITH AN APPROVED PLANT MATERIAL. IN ADDITION, SLOPES EXCEEDING 15 FEET IN HEIGHT SHALL BE PROVIDED WITH AN APPROVED IRRIGATION SYSTEM, UNLESS OTHERWISE APPROVED BY THE BUILDING OFFICIAL.
30. ALL EXISTING DRAINAGE COURSES THROUGH THIS SITE SHALL REMAIN OPEN UNTIL FACILITIES TO HANDLE STORMWATER ARE APPROVED AND FUNCTIONAL, HOWEVER, IN ANY CASE, THE PERMITTEE SHALL BE HELD LIABLE FOR ANY DAMAGE DUE TO OBSTRUCTING NATURAL DRAINAGE PATTERNS.
31. SANITARY FACILITIES SHALL BE MAINTAINED ON SITE.
32. THE LOCATION AND PROTECTION OF ALL UTILITIES IS THE RESPONSIBILITY OF THE PERMITTEE.
33. APPROVED PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS SHALL BE USED TO PROTECT ADJOINING PROPERTIES DURING GRADING.
34. GRADING OPERATIONS INCLUDING MAINTENANCE OF EQUIPMENT WITHIN ONE-MILE OF A HUMAN OCCUPANCY SHALL NOT BE CONDUCTED BETWEEN THE HOURS OF 8:00 P.M. AND 7:00 A.M. DAILY, ON SUNDAY OR ON A FEDERAL HOLIDAY.
    a. ALL CONSTRUCTION VEHICLES OR EQUIPMENT, FIXED OR MOBILE, OPERATED WITHIN 1000 FEET OF A DWELLING SHALL BE EQUIPPED WITH PROPERLY OPERATIONAL AND MAINTAINED MUFFLERS.
    b. ALL OPERATIONS SHALL COMPLY WITH ORANGE COUNTY CODIFIED ORDINANCE DIVISION 6 (NOISE CONTROL).
    c. STOCKPILING AND/OR VEHICLE STAGING AREAS SHALL BE LOCATED AS FAR AS PRACTICAL FROM DWELLINGS AND WITHIN THE LIMITS OF THE GRADING PERMIT.
35. GRADING AND EXCAVATION SHALL BE HALTED DURING PERIODS OF HIGH WINDS. ACCORDING TO AQMD MEASURE F-4, HIGH WINDS ARE DEFINED AS 30 MPH OR GREATER. THIS LEVEL OCCURS ONLY UNDER EXTREME CONDITIONS SUCH AS SANTA ANA WIND CONDITIONS.
36. ASPHALT SECTIONS MUST BE PER CODE: PARKING STALL – 3" A/C OVER 6" A/B. DRIVES 3" A/C OVER 10" (COMMERCIAL) 12" (INDUSTRIAL). OR: PRIOR TO ROUGH GRADE RELEASE FOR BUILDING PERMITS BY THE DISTRICT GRADING INSPECTOR, THE SOIL ENGINEER SHALL SUBMIT FOR APPROVAL PAVEMENT SECTION RECOMMENDATIONS BASED ON "R" VALUE ANALYSIS OF THE SUB-GRADE SOILS, AND EXPECTED TRAFFIC INDICES.
37. ASPHALT CONCRETE SHALL BE CONSTRUCTED PER THE REQUIREMENTS OF OC PUBLIC WORKS STANDARD PLAN NO.1805.
38. AGGREGATE BASE SECTION SHALL BE CONSTRUCTED PER OC PUBLIC WORKS STANDARD PLAN NO. 1804.
39. ROOF GUTTERS SHALL BE INSTALLED TO PREVENT ROOF DRAINAGE FROM FALLING ON MANUFACTURED SLOPES.
40. THE CIVIL ENGINEER, AS A CONDITION OF ROUGH GRADE APPROVAL, SHALL PROVIDE A BLUE TOP WITH ACCOMPANYING WITNESS STAKE, SET AT THE CENTER OF EACH PAD REFLECTING THE PAD ELEVATION FOR PRECISE PERMITS, AND A BLUE TOP WITH WITNESS STAKE SET AT THE DRAINAGE SWALE HIGH-POINT REFLECTING THE HIGH POINT ELEVATION FOR PRELIMINARY PERMITS.
41. PRIOR TO FINAL APPROVAL, THE CIVIL ENGINEER SHALL CERTIFY TO THE BUILDING OFFICIAL THE AMOUNT OF EARTH MOVED DURING THE GRADING OPERATION.
42. THE ENGINEERING GEOLOGIST SHALL PERFORM PERIODIC INSPECTIONS AND SUBMIT A COMPLETE REPORT AND MAP UPON COMPLETION OF THE ROUGH GRADING.
43. THE GRADING CONTRACTOR SHALL SUBMIT A STATEMENT OF COMPLIANCE TO THE APPROVED GRADING PLAN PRIOR TO FINAL APPROVAL.
44. THE COMPACTION REPORT AND APPROVAL FROM THE SOIL ENGINEER SHALL INDICATE THE TYPE OF FIELD TESTING PERFORMED, THE METHOD OF OBTAINING THE IN-PLACE DENSITY SHALL BE IDENTIFIED WHETHER SAND CONE, DRIVE RING OR NUCLEAR, AND SHALL BE NOTED FOR EACH TEST. SUFFICIENT MAXIMUM DENSITY DETERMINATIONS SHALL BE PERFORMED TO VERIFY ACCURACY OF THE MAXIMUM DENSITY CURVES USED BY THE FIELD TECHNICIAN.
45. IN THE EVENT THAT SOIL CONTAMINATION IS DISCOVERED DURING EXCAVATION AND REMOVAL OF AN EXISTING TANK, WORK SHALL BE STOPPED UNTIL A SITE ASSESSMENT AND MITIGATION PLAN HAS BEEN PREPARED, SUBMITTED AND APPROVED BY THE HEALTH CARE AGENCY/ENVIRONMENTAL HEALTH AND OC PLANNING/GRADING.

EROSION CONTROL

46. IN THE CASE OF EMERGENCY, CALL MITCH PERKINS AT WORK TELEPHONE #_____ (24 HR. NO.).
47. EQUIPMENT AND WORKERS FOR EMERGENCY WORK SHALL BE MADE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES WHEN RAIN IS IMMINENT.
48. EROSION CONTROL DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE BUILDING OFFICIAL.
49. ALL REMOVABLE EROSION PROTECTIVE DEVICES SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE 5-DAY RAIN PROBABILITY FORECAST EXCEEDS 40%.
50. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM STREETS, CHECK BERMS AND BASINS.
51. GRADED AREAS OF THE PERMITTED AREA PERIMETER MUST DRAIN AWAY FROM THE FACE OF SLOPES AT THE CONCLUSION OF EACH WORKING DAY. DRAINAGE IS TO BE DIRECTED TOWARDS DESILTING FACILITIES.
52. THE PERMITTEE AND CONTRACTOR SHALL BE RESPONSIBLE AND SHALL TAKE NECESSARY PRECAUTIONS TO PREVENT PUBLIC TRESPASS ONTO AREAS WHERE IMPOUNDED WATER CREATES A HAZARDOUS CONDITION.
53. THE PERMITTEE AND CONTRACTOR SHALL INSPECT THE EROSION CONTROL WORK AND INSURE THAT THE WORK IS IN ACCORDANCE WITH THE APPROVED PLAN.

ENVIRONMENTAL NOTES

54. THE PERMITTEE SHALL NOTIFY ALL GENERAL CONTRACTORS, SUBCONTRACTORS, MATERIAL SUPPLIERS, LESSEES AND PROPERTY OWNERS THAT DUMPING OF CHEMICALS INTO THE STORM DRAIN SYSTEM OR THE WATERSHED IS PROHIBITED.
55. PERMITTEE SHALL MAINTAIN CONSTRUCTION SITE IN A CONDITION THAT AN ANTICIPATED STORM DOES NOT CARRY WASTES OR POLLUTANTS OFF THE SITE. POTENTIAL POLLUTANTS INCLUDE BUT ARE NOT LIMITED TO: SOLID OR LIQUID CHEMICAL SPILLS, WASTES FROM PAINT, STAINS, SEALANTS, GLUES, LIMES, PESTICIDES HERBICIDES, WOOD PRESERVATIVES AND SOLVENTS; ASBESTOS FIBERS, PAINT FLAKES OR STUCCO FRAGMENTS; FUELS, OILS, LUBRICANTS, AND HYDRAULIC, RADIATOR OR BATTERY FLUIDS; FERTILIZERS, VEHICLE/EQUIPMENT WASH WATER AND CONCRETE WASH WATER; CONCRETE, DETERGENT OR FLOATABLE WASTES; WASTES FROM ANY ENGINE/EQUIPMENT STEAM CLEANING OR CHEMICAL DEGREASING AND SUPER CHLORINATED POTABLE WATER LINE FLUSHING. DURING CONSTRUCTION, PERMITTEE SHALL DISPOSE OF SUCH MATERIALS IN A SPECIFIED AND CONTROLLED TEMPORARY AREA ON-SITE, PHYSICALLY SEPARATED FROM POTENTIAL STORMWATER RUNOFF, WITH ULTIMATE DISPOSAL IN ACCORDANCE WITH LOCAL, STATE AND FEDERAL REQUIREMENTS.
56. PERMITTEE MAY DISCHARGE MATERIAL OTHER THAN STORMWATER ONLY WHEN NECESSARY FOR PERFORMANCE AND COMPLETION OF CONSTRUCTION PRACTICES AND WHERE THEY DO NOT: CAUSE OR CONTRIBUTE TO A VIOLATION OF ANY WATER QUALITY STANDARD; CAUSE OR THREATEN TO CAUSE POLLUTION, CONTAMINATION OR NUISANCE; OR CONTAIN A HAZARDOUS SUBSTANCE IN A QUANTITY REPORTABLE UNDER FEDERAL REGULATION 40 CFR, PARTS 117 AND 302.
57. DEWATERING OF CONTAMINATED GROUNDWATER OR DISCHARGING CONTAMINATED SOILS VIA SURFACE EROSION IS PROHIBITED. DEWATERING OF NON-CONTAMINATED GROUNDWATER REQUIRES A NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM PERMIT FROM THE RESPECTIVE STATE REGIONAL WATER QUALITY CONTROL BOARD.

58. SPECIAL NOTE:
"SURVEY MONUMENTS SHALL BE PRESERVED AND REFERENCED BEFORE CONSTRUCTION AND REPLACED AFTER CONSTRUCTION PURSUANT TO SECTION 8771 OF THE BUSINESS AND PROFESSIONAL CODE."

SITE IMPROVEMENT PLANS
FOR
HICKS CANYON ELEMENTARY SCHOOL PROTABLE ADDITIONS
TUSTIN UNIFIED SCHOOL DISTRICT
500 KELLAR AVENUE
IRVINE, CA 92602
COUNTY OF ORANGE
STATE OF CALIFORNIA

CONSTRUCTION NOTES/ESTIMATE OF QUANTITIES

NO.	DESCRIPTION	QUANTITY
	GENERAL CONSTRUCTION NOTES	
1	CONSTRUCT RAMP PER ARCHITECT'S PLANS	2 EA
2	MILL EXIST. PAVEMENT TO A DEPTH OF 2-INCHES MIN.	36 SF
3	CLEAN EXISTING MILLED PAVEMENT AND REPAIR CRACKS AS NEEDED	36 SF
4	CONSTRUCT ASPHALT OVERLAY PER SPPWC SECTION 400, TYPE III C3 **	36 SF
5	PROTECT IN PLACE	-
	SEE SHEET C-3.1 FOR EROSION CONTROL STANDARD NOTES AND CONSTRUCTION NOTES	

NOTICE TO THE CONTRACTOR

THE ESTIMATES OF IMPROVEMENT AND GRADING QUANTITIES AS SHOWN HEREON ARE PROVIDED FOR SATISFYING PLAN CHECK INFORMATION REQUIREMENTS ONLY. THE CONTRACTOR SHALL PERFORM AN INDEPENDENT ESTIMATE OF ALL IMPROVEMENT QUANTITIES, INCLUDING GRADING QUANTITIES, AND SHALL USE SAME AS A BASIS FOR HIS BID(S) AND CONTRACT(S).

PRIVATE ENGINEER'S NOTICE TO CONTRACTOR

PRIVATE AND PUBLIC UTILITIES, IF SHOWN, REFLECT AVAILABLE RECORD DATA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ALL LINES AFFECTING THIS WORK AND FOR ANY DAMAGE OR PROTECTION TO THESE LINES. PRIOR TO STARTING CONSTRUCTION OF THIS PROJECT, THE CONTRACTOR SHALL UNCOVER ALL EXISTING UTILITY LINES AFFECTING THIS WORK AND VERIFY THE ELEVATIONS OF SAID UTILITY LINES.

ALL CONTRACTORS AND SUBCONTRACTORS PERFORMING ANY WORK SHOWN ON OR RELATED TO THESE PLANS SHALL CONDUCT THEIR OPERATIONS SO THAT ALL EMPLOYEES ARE PROVIDED A SAFE PLACE TO WORK AND THE PUBLIC IS PROTECTED. ALL CONTRACTORS AND SUBCONTRACTORS SHALL COMPLY WITH THE OCCUPATIONAL SAFETY AND HEALTH REGULATIONS" OF THE U.S. DEPARTMENT OF LABOR AND WITH THE CONSTRUCTION SAFETY ORDERS" OF THE STATE OF CALIFORNIA DEPARTMENT OF INDUSTRIAL REGULATIONS. HOWEVER, THE CONSTRUCTION ENGINEER AND THE CITY OF ANTA ANA SHALL NOT BE RESPONSIBLE IN ANY WAY FOR SAID COMPLIANCE BY THE CONTRACTOR OR ANY SUBCONTRACTORS.

THE CONTRACTOR FURTHER SHALL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THIS PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY THAT THIS REQUIREMENT SHALL APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS, AND THAT THE CONTRACTOR SHALL DEFEND, INDEMNIFY, AND HOLD THE OWNER, ENGINEER, AND THE CITY OF SANTA ANA HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING FOR LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE OWNER, THE ENGINEER, OR THE CITY OF SANTA ANA.

EXISTING UNDERGROUND STRUCTURES

THE EXISTENCE AND LOCATION OF ANY UNDERGROUND PIPES OR CONDUITS SHOWN ON THESE PLANS ARE OBTAINED BY A SEARCH OF THE AVAILABLE RECORDS. TO THE BEST OF OUR KNOWLEDGE, THERE ARE NO EXISTING UTILITIES EXCEPT AS SHOWN ON THESE PLANS. THE CONTRACTOR IS REQUIRED TO TAKE THE PRECAUTIONARY MEASURES TO PROTECT THE UTILITY LINES SHOWN AND ANY OTHER LINES NOT OF RECORD OR NOT SHOWN ON THESE PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY THE OWNERS OF THE UTILITIES OR STRUCTURES CONCERNED BEFORE STARTING WORK. CONTRACTOR FURTHER ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR THE UNDERGROUND UTILITY PIPES, CONDUITS OR STRUCTURES SHOWN OR NOT SHOWN ON THESE PLANS. LOCATE ALL UTILITIES BEFORE CONSTRUCTION.

SHEET INDEX

SHEET	NUMBER
TITLE SHEET	C-0.1
PRECISE GRADING PLAN	C-1.1
EROSION CONTROL PLAN	C-3.1
HORIZONTAL CONTROL PLAN	C-4.1

BASIS OF BEARINGS

THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARINGS BETWEEN O.C.S. GPS CONTROL POINTS 6509 R1 AND 6510 R1 BEING N 44° 12' 35" E, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

BENCHMARK

ORANGE COUNTY SURVEY BENCHMARK NO. 3E-105-84

DESCRIBED BY OCS 2002 - FOUND 3 3\4" OCS ALUMINUM BENCHMARK DISK STAMPED "3E-105-84", SET IN THE SOUTHERLY CORNER OF A 4 FT. BY 8 FT. CONCRETE CATCH BASIN. MONUMENT IS LOCATED IN THE EASTERLY CORNER OF THE INTERSECTION OF IRVINE BOULEVARD AND CULVER DRIVE. 54.8 FT. NORTHEASTERLY OF THE CENTERLINE OF IRVINE AND 125.5 FT. SOUTHEASTERLY OF THE CENTERLINE OF CULVER. MONUMENT IS SET LEVEL WITH THE SIDEWALK.

ELEVATION = 160.637' [NAVD88, YEAR LEVELED 2014]

LEGEND

———	PROPERTY LINE	BLDG.	BUILDING
– – – –	GRADING LIMITS	C.B.	CATCH BASIN
– — – —	DEMOLITION LIMITS	C.L.F.	CHAIN LINK FENCE
		C&G	CURB & GUITER
76.1	EXISTING SPOT ELEVATION	C.L.	CENTERLINE
		C.O.	CLEANOUT
— —12"W— —	EXISTING UTILITY LINE (TYPE AND SIZE AS NOTED)	CONC.	CONCRETE
		D.G.	DECOMPOSED GRANITE
– – – –GB– – – –	GRADE BREAK LINE	DWY.	DRIVEWAY
		D.F.	DRINKING FOUNTAIN
	STREET LIGHT	ELEC.	ELECTRIC
		E.P.	EDGE OF PAVEMENT
	VALVE	F.F.	FINISHED FLOOR
		F.H.	FIRE HYDRANT
		F.L.	FLOWLINE
		F.S.	FINISHED SURFACE
		G.B.	GRADE BREAK
		H.C.	HANDICAP
		H.P.	HIGH POINT
		INV.	INVERT
		IRR. OR IRRIG.	IRRIGATION
		L.P.	LOW POINT
		M.H.	MANHOLE
		P/A	PLANTER AREA
		P.P.	POWER POLE
		P.O.C.	POINT OF CONNECTION
		R.D.	ROOF DRAIN
		R.O.W.	RIGHT OF WAY
		SD	STORM DRAIN
		ST.	STREET
		T.C.	TOP OF CURB
		T.D.	TOP OF DECK
		TEL.	TELEPHONE
		T.G.	TOP OF GRATE
		T.F.	TOP OF FOOTING
		T.W.	TOP OF WALL
		S	SANITARY SEWER
		W	WATER
		W.I.F.	WROUGHT IRON FENCE
		W.M.	WATER METER
		W.V.	WATER VALVE

Underground Service Alert
of Southern California
CALL: TOLL FREE 1-800-422-4133
TWO WORKING DAYS
BEFORE YOU DIG
NOTICE TO CONTRACTOR

PURSUANT TO ASSEMBLY BILL 3019 NO EXCAVATION PERMIT IS VALID UNLESS THE CONTRACTOR CONTACTS AND OBTAINS AN INQUIRY I.D. NUMBER FROM "UNDER-GROUND SERVICE ALERT" (1-800-422-4133) AT LEAST TWO WORKING DAYS PRIOR TO COMMENCING EXCAVATION.

AGENCY:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY
ARCHITECTURE + PLANNING
Morrissey Associates, Inc.
313 N. Birch Street, Suite 103
Santa Ana, California 92701
714.836.6137 714.836.8513

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STAMP:

REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/02/2025

CONSULTANT:

CIVTEC
CIVIL ENGINEERING CONSULTING
999 CORPORATE DR.
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LADERA RANCH, CA 92694
p: 949.663.8822
e: tec@civtec.net
12/02/2025
THOMAS E. CARCELLI, R.C.E. #81640

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

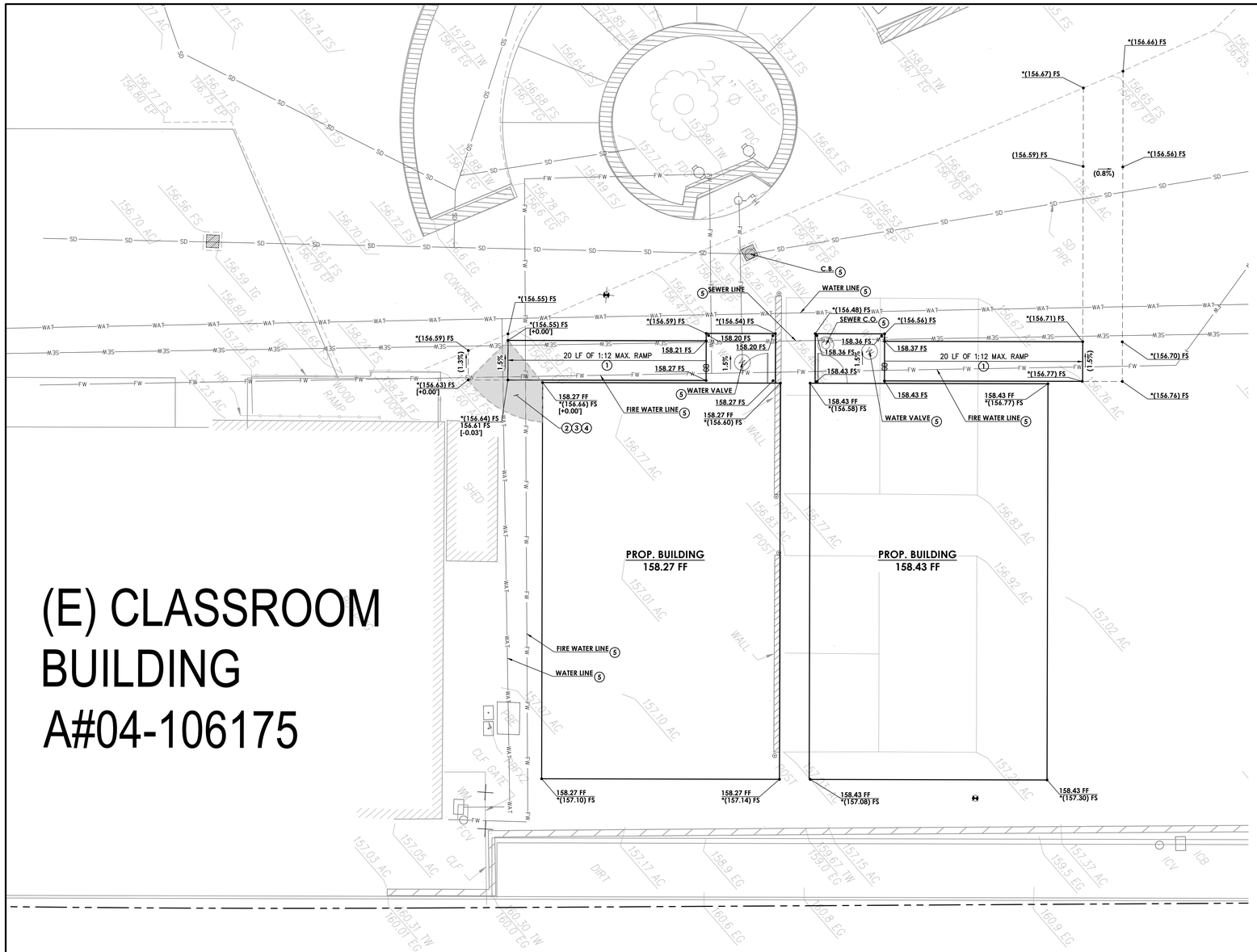
A# 04-125070

REV.	DESCRIPTION	DATE

TITLE SHEET

JOB NO.:	102.97
DATE:	12/2/2025
DRAWN BY:	STAFF
CHECKED BY:	TEC
SHEET:	

C-0.1



(E) CLASSROOM BUILDING A#04-106175

GENERAL CONSTRUCTION NOTES

1. CONSTRUCT RAMP PER ARCHITECT'S PLANS
2. MILL EXIST. PAVEMENT TO A DEPTH OF 2-INCHES MIN.
3. CLEAN EXISTING MILLED PAVEMENT AND REPAIR CRACKS AS NEEDED
4. CONSTRUCT ASPHALT OVERLAY PER SPPWC SECTION 400, TYPE III C3 **
5. PROTECT IN PLACE

** NOTE: [+X.XX'] SHOWS DEPTH OF OVERLAY FROM EXISTING FINISH SURFACE

SCALE: 1" = 5'

0 2.5 5 10

***** NOTE TO CONTRACTOR:**

EXACT LOCATION OF EXISTING UNDERGROUND PVC STORM DRAIN LINES ON-SITE ARE UNKNOWN. CONTRACTOR SHALL:

- **VERIFY LOCATION, SIZE, ELEVATIONS OF EXISTING STORM DRAIN AND VERIFY DESIGN AS A FIRST ITEM OF WORK. NOTIFY ENGINEER IMMEDIATELY OF ANY REQUIRED CHANGE IN DESIGN.**
- **CAP EXISTING STORM DRAIN AT DEMOLITION LIMITS - NOTIFY ENGINEER OF ALL LOCATIONS, SIZES AND INVERT ELEVATIONS AT COMPLETION OF DEMOLITION.**
- **IF INLET PIPES ARE FOUND CONNECTING TO EXISTING GRATES THAT ARE REMOVED DURING THE CONSTRUCTION OF THIS PROJECT (OR PIPES ARE DAMAGED OR REMOVED DURING CONSTRUCTION) THAT RUN OUTSIDE OF DEMOLITION LIMITS, NOTIFY ENGINEER IMMEDIATELY OF THE LOCATION AND SIZE TO INSURE CONTINUITY OF DRAINAGE UPSTREAM.**

NOTE TO CONTRACTOR:

LOCATE ALL EXISTING UTILITIES AS A FIRST ITEM OF WORK AND PROTECT THEM IN PLACE AS REQUIRED.

NOTE TO CONTRACTOR

ALL NEW ADA IMPROVEMENT AREAS SUBJECT TO CROSS SLOPE CRITERIA SHALL BE SURVEYED WITH A 2' SMART LEVEL BY IOR INSPECTOR AND DISTRICT REPRESENTATIVE AFTER CONCRETE POUR AND PLACING NEW ASPHALT. ANY SURFACE FOUND TO BE DEFICIENT AND EXCEED 1.5% SHALL BE PROMPTLY REMOVED BY THE CONTRACTOR AND REPLACED TO MEET THE STANDARD.

*** NOTE TO CONTRACTOR:**

CONTRACTOR TO VERIFY ELEVATION PRIOR TO CONSTRUCTION AND NOTIFY ARCHITECT AND CIVIL ENGINEER IMMEDIATELY OF ANY DISCREPANCY.

AGENCY:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY
ARCHITECTURE • PLANNING
Morrissey Associates, Inc.
313 N. Birch Street, Suite 103
Santa Ana, California 92701
714.836.6137 714.836.8513

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REGISTERED PROFESSIONAL ENGINEER
THOMAS E. CARCELLI
C-81640
Exp. 09-30-27
CIVIL
STATE OF CALIFORNIA
12/02/2025

CONSULTANT:

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12/02/2025
THOMAS E. CARCELLI, R.C.E. #81640

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92802

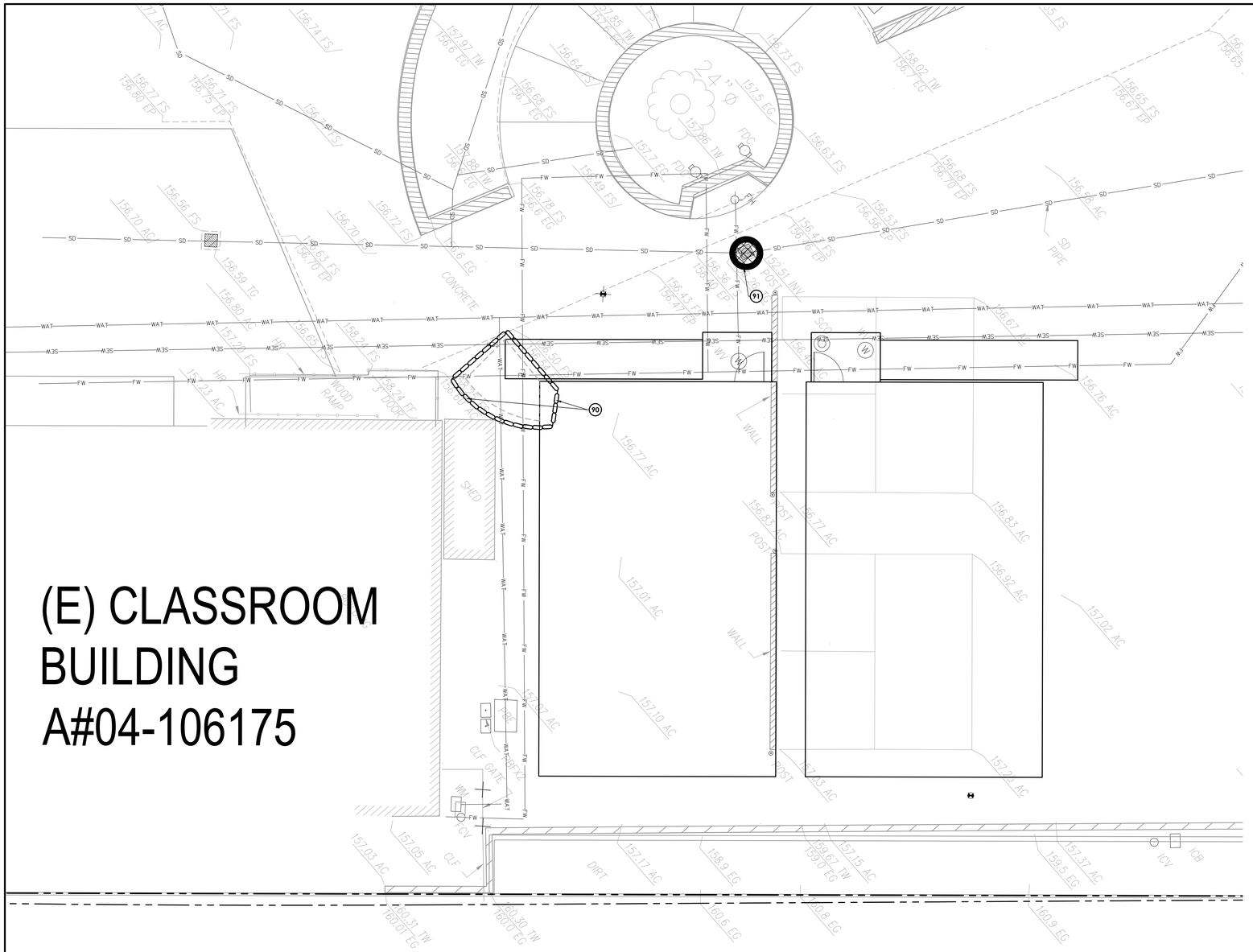
A# 04-125070

REV.	DESCRIPTION	DATE

PRECISE GRADING PLAN

JOB NO.:	102.97
DATE:	12/2/2025
DRAWN BY:	STAFF
CHECKED BY:	TEC
SHEET:	

C-1.1



EROSION CONTROL NOTES:

1. A STANDBY CREW FOR EMERGENCY WORK SHALL BE AVAILABLE AT ALL TIMES DURING THE RAINY SEASON. NECESSARY MATERIALS SHALL BE AVAILABLE ON SITE AND STOCKPILED AT CONVENIENT LOCATIONS TO FACILITATE RAPID CONSTRUCTION OF TEMPORARY DEVICES OR TO REPAIR ANY DAMAGED EROSION CONTROL MEASURES WHEN RAIN IS IMMINENT.
2. DEVICES SHALL NOT BE MOVED OR MODIFIED WITHOUT THE APPROVAL OF THE CITY INSPECTOR.
3. ALL REMOVABLE PROTECTIVE DEVICES SHOWN SHALL BE IN PLACE AT THE END OF EACH WORKING DAY WHEN THE FIVE-DAY RAIN PROBABILITY FORECAST EXCEED 40 PERCENT.
4. AFTER A RAINSTORM, ALL SILT AND DEBRIS SHALL BE REMOVED FROM CHECK BERM AND DESILTING BASINS AND THE BASINS PUMPED DRY. ANY GRADED SLOPE SURFACE PROTECTION MEASURES DAMAGED DURING A RAINSTORM SHALL ALSO BE IMMEDIATELY REPAIRED.
5. FILL SLOPES AT THE CONSTRUCTION AREA PERIMETER MUST DRAIN AWAY FROM THE TOP OF THE SLOPE AT THE CONCLUSION OF EACH WORKING DAY.
6. A GUARD SHALL BE POSTED ON THE SITE WHENEVER THE DEPTH OF WATER IN ANY DEVICES EXCEEDS TWO FEET.
7. DURING GRADING OPERATIONS AND PRIOR TO CONSTRUCTION OF PERMANENT DRAINAGE STRUCTURES TEMPORARY DRAINAGE CONTROL SHALL BE PROVIDED TO PREVENT PONDING WATER AND DAMAGE TO ADJACENT PROPERTIES.
8. ALL EXISTING DRAINAGE COURSES ON THE PROJECT SITE MUST CONTINUE TO FUNCTION, ESPECIALLY DURING STORM CONDITIONS. PROTECTIVE MEASURES AND TEMPORARY DRAINAGE PROVISIONS MUST BE USED TO PROTECT ADJOINING PROPERTIES DURING CONSTRUCTION.

GRAVEL BAGS:

1. GENERAL: GRAVEL BAG SHALL INCLUDE PROVIDING ALL LABOR, MATERIALS, AND EQUIPMENT TO FABRICATE AND INSTALL GRAVEL BAGS AS REQUIRED TO FACILITATE THE CONTROL OF EROSION.
2. LOCATION: GRAVEL BAGS SHALL BE PLACED PER PLAN, AND IN LOCATIONS SPECIFIED BY THE CITY, AND IN LOCATIONS DEEMED NECESSARY BY THE CONTRACTOR.
3. FABRICATION: GRAVEL BAGS SHALL BE FABRICATED USING FACTORY SEWN OR SEALED BAGS OF WOVEN POLYPROPYLENE, TREATED TO RESIST DEGRADATION BY ULTRAVIOLET LIGHT AND HAVING SUFFICIENT RESISTANCE TO TEARING TO ALLOW RELOCATION OF BAGS WITHIN SIX MONTHS OF INITIAL PLACEMENT WITH A LOSS OF NOT MORE THAN FIVE PERCENT OF THE BAGS.

   THE BAGS SHALL BE FILLED WITH SUBROUNDED TO ROUNDED GRAVEL LESS THAN 3/4-INCH IN DIAMETER, WITH LESS THAN FIVE PERCENT OF MATERIAL PASSING A NO. 30 SIEVE. THE FILLED BAGS SHALL HAVE THE OPEN ENDS SECURELY FASTENED PRIOR TO DELIVERY TO THE SITE.
4. INSTALLATION: GRAVEL BAGS SHALL BE INSTALLED IN A SIDE BY SIDE MANNER TO ENTRAP SILT AND MUD, AND TO DIVERT THE FLOW OF WATER. NOTWITHSTANDING THE OTHER REQUIREMENTS OF THIS SPECIFICATION, FAILURE OF THE BAGS TO PERFORM THIS FUNCTION SHALL BE REASON TO REJECT THEIR INSTALLATION.

   GRAVEL BAGS SHALL BE INSTALLED WITH THE WIDEST FACE AGAINST THE gROUND SURFACE OR THE UNDERLYING COURSE OF BAGS, AND PRESSED IN PLACE TO CONFORM TO THE UNDERLYING SURFACE. THE BAGS SHALL BE PLACED WITH THE TIED ENDS IN THE "UPHILL" OR "UPSTREAM" DIRECTION, BEGINNING AT THE LOWEST OR MOST DOWNSTREAM BAG, TIED ENDS WILL BE TUCKED UNDER BAG. SUBSEQUENT BAGS WITHIN ONE COURSE OF BAGS SHALL BE PLACED SO AS TO REST UPON THE TIED END OF THE PREVIOUSLY PLACED BAG, WITH NOT LESS THAN 10 PERCENT OF THE BAG IN CONTACT WITH THE PREVIOUS BAG, AND NOT MORE THAN 20 PERCENT IN CONTACT.

   SUBSEQUENT COURSES OF BAGS SHALL BE PLACED AS DESCRIBED PREVIOUSLY, WITH THE MID-POINT OF THE BAGS STRADDLING THE JOINTS OF BAGS IN THE UNDERLYING ROW.

   CONSTRUCTION OF A GRAVEL BAG BERM PERPENDICULAR TO THE DIRECTION OF FLOW SHALL INCORPORATE BAGS PLACED IN A "PYRAMID" CONFIGURATION, WITH ALL INDIVIDUAL BAGS ORIENTED PERPENDICULAR TO THE DIRECTION OF FLOW. THE BERM SHALL BE CONSTRUCTED WITH A SPECIFIED NUMBER OF ROWS AT THE BOTTOM (IN CONTACT WITH THE GROUND), WITH SUCCESSIVELY FEWER ROWS IN EACH OVERLYING COURSE. THE UPSTREAM AND DOWNSTREAM FACES OF THE BERM SHALL BE NO STEEPER THAN 1 1/2 FEET HORIZONTAL TO 1 VERTICAL.

   DAMAGE WHICH COULD FORESEEBLY BE PREVENTED BY PROPER GRAVEL BAG INSTALLATION SHALL BE THE CONTRACTOR'S RESPONSIBILITY.

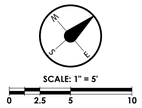
CONSTRUCTION
STORMWATER MITIGATION MEASURES (BMPs)

THE FOLLOWING BMP'S AS OUTLINED IN, BUT NOT LIMITED TO, THE BEST MANAGEMENT PRACTICE HANDBOOK, CALIFORNIA STORMWATER QUALITY TASK FORCE, SACRAMENTO, CALIFORNIA 2024, OR THE LATEST REVISED EDITION, APPLY DURING THE CONSTRUCTION OF THIS PROJECT. (ADDITIONAL MEASURES MAY BE REQUIRED IF DEEMED APPROPRIATE BY CITY INSPECTORS)

NS-1 WATER CONSERVATION PRACTICES *
NS-2 DEWATERING OPERATIONS *
NS-3 PAVING OPERATIONS *
NS-7 POTABLE WATER/IRRIGATION *
WM-1 MATERIAL DELIVERY AND STORAGE *
WM-2 MATERIAL USE *
WM-3 STOCKPILE MANAGEMENT *
WM-4 SPILL PREVENTION AND CONTROL *
WM-5 SOLID WASTE MANAGEMENT *
WM-6 HAZARDOUS WASTE MANAGEMENT *
WM-7 CONTAMINATED SOIL MANAGEMENT *
WM-8 CONCRETE WASTE MANAGEMENT *
WM-9 SANITARY-SEPTIC WASTE MANAGEMENT *
NS-8 VEHICLE AND EQUIPMENT CLEANING *
NS-9 VEHICLE AND EQUIPMENT FUELING *
NS-10 VEHICLE AND EQUIPMENT MAINTENANCE *
NS-12 CONCRETE CURING
NS-13 CONCRETE FINISHING

WE-1 WIND EROSION CONTROL
TC-1 STABILIZED CONSTRUCTION ENTRANCE *
TC-3 ENTRANCE OUTLET TIRE WASH *
SE-1 SILT FENCE
SE-4 CHECK DAMS
SE-5 FIBER ROLLS
SE-6 GRAVEL BAG BERM
SE-7 STREET SWEEPING AND VACUUMING
SE-9 STRAW BALE BARRIERS
SE-10 STORM DRAIN INLET PROTECTION
EC-1 SCHEDULING
EC-2 PRESERVATION OF EXISTING VEGETATION
EC-5 SOIL BINDERS

NOTE:
* LOCATIONS TO BE DETERMINED BY CONTRACTOR AND APPROVED BY INSPECTOR OF RECORD

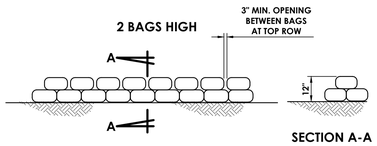


EROSION CONSTRUCTION NOTES:

(90) INSTALL GRAVEL BAGS (SE-8)
(91) INSTALL FILTER FABRIC OVER CATCH BASIN (SE-10)

LEGEND

GRAVEL BAGS (SE-8)
FILTER FABRIC OVER CATCH BASIN



SE-8	GRAVEL BAG DETAILS	SCALE: N.T.S.

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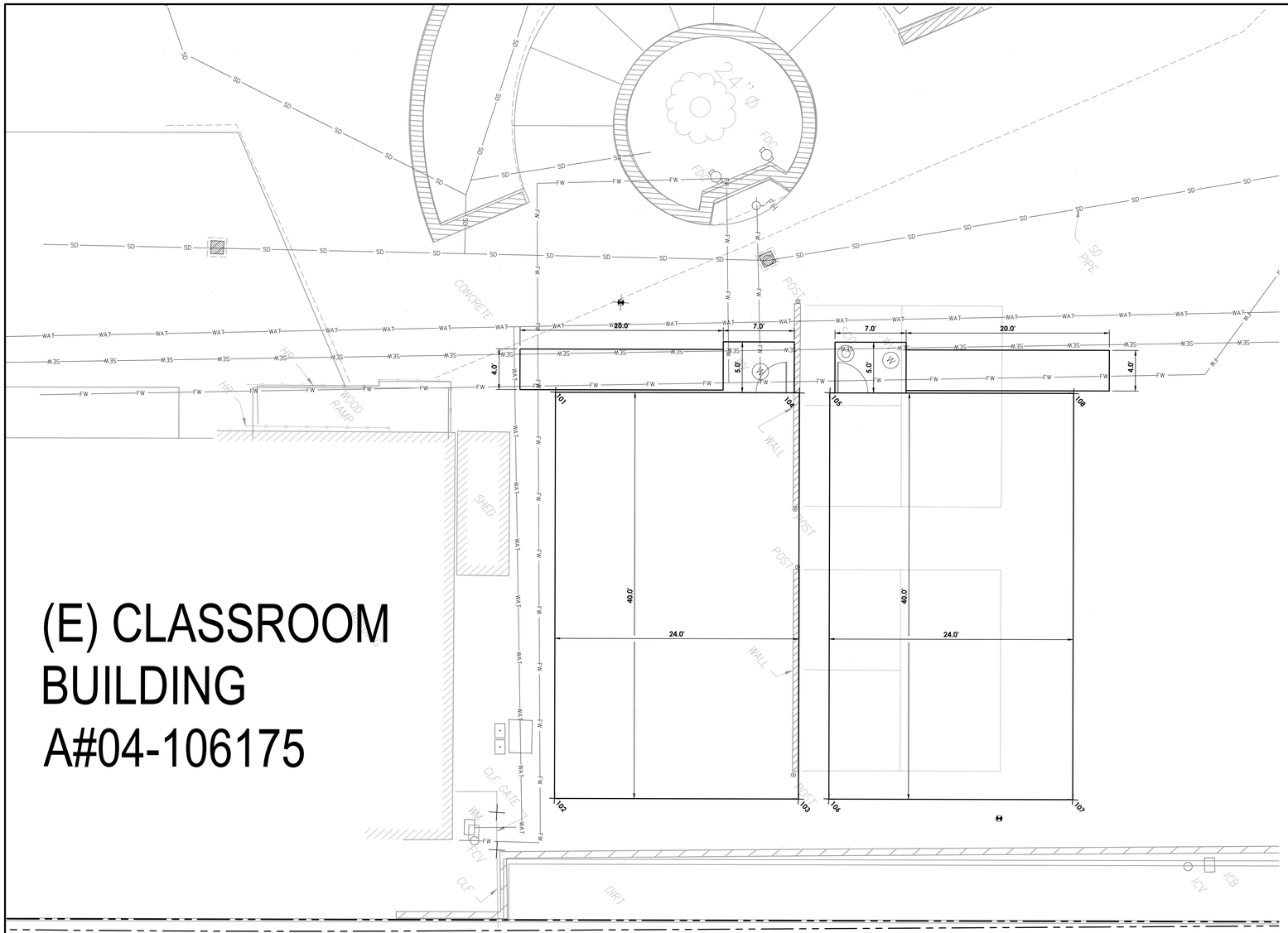
A# 04-125070

REV.	DESCRIPTION	DATE

EROSION CONTROL PLAN

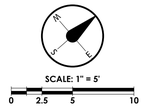
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DRAWN BY:	STAFF
CHECKED BY:	TEC
SHEET:	

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(E) CLASSROOM BUILDING A#04-106175

POINT TABLE		
POINT #	NORTHING	EASTING
13	2211392.67	6099082.93
16	2211985.62	6098392.65
101	2211711.77	6099214.04
102	2211685.46	6099244.17
103	2211703.54	6099259.96
104	2211729.85	6099229.83
105	2211732.11	6099231.81
106	2211705.79	6099261.93
107	2211723.87	6099277.72
108	2211750.18	6099247.60
6509	2214038.56	6095815.07
6510	2216485.48	6098195.40



HORIZONTAL AND VERTICAL CONTROL DATUM:

COORDINATES/ BASIS OF BEARINGS: THE BEARINGS SHOWN HEREON ARE BASED ON THE BEARINGS BETWEEN O.C.S. GPS CONTROL POINTS 6509 R1 AND 6510 R1 BEING N 44° 12' 35" E, PER RECORDS ON FILE IN THE OFFICE OF THE ORANGE COUNTY SURVEYOR.

BENCHMARK: ORANGE COUNTY SURVEY BENCHMARK NO. 3E-105-84 ELEVATION = 160.637' [NAVD88, YEAR LEVELED 2014]

GENERAL NOTES

1. CONTRACTOR SHALL REFERENCE ARCHITECTURAL AND/OR LANDSCAPE PLANS FOR ADDITIONAL HARDSCAPE REQUIREMENTS AND DETAILS.
2. CONTRACTOR SHALL REMOVE AND DISPOSE OF EXISTING LANDSCAPE AND HARDSCAPE IMPROVEMENTS AS NECESSARY TO CONSTRUCT IMPROVEMENTS SHOWN HEREON.
3. ALL SIDEWALKS, CURB RETURNS, AND ACCESS POINTS SHALL MEET TITLE 24 AND AMERICANS WITH DISABILITIES ACT (ADA) REQUIREMENTS.

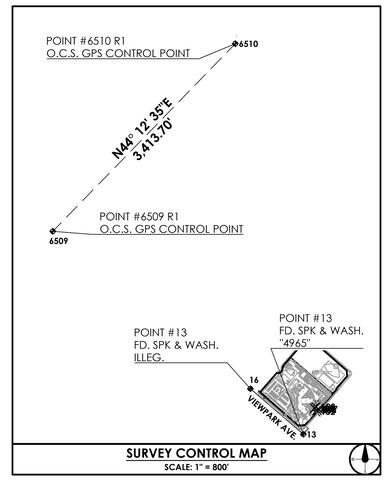
NOTE TO CONTRACTOR:

A. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR PROVIDING COMPLETE, TIMELY AND ACCURATE FIELD LAYOUT OF THE PROPOSED SITE IMPROVEMENTS INCLUDING, BUT NOT NECESSARILY LIMITED TO, HORIZONTAL AND VERTICAL CONTROL AND DIMENSIONAL COORDINATION AS NECESSARY TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THIS SURVEY WORK SHALL BE PERFORMED BY A LICENSED LAND SURVEYOR AND SHALL PROVIDE FOR THE SURVEY AND STAGING OF ALL CONSTRUCTION ELEMENTS INCLUDING BUT NOT LIMITED TO BUILDING LOCATIONS, PAVING EDGES/ALIGNMENT FENCING, WALLS, LIGHT FIXTURES, SIGNS, MOW CURBS, SEATING, SHADE STRUCTURES, CURB AND GUTTER ALIGNMENTS, CATCH BASINS, DRAINS, ETC.

B. AN AUTOCAD-COMPATIBLE .DWG FILE OF THE PROPOSED IMPROVEMENTS SHALL BE PROVIDED TO THE CONTRACTOR PRIOR TO THE START OF CONSTRUCTION FOR HIS USE IN PREPARING THE NECESSARY FIELD SURVEYING / LAYOUT OF PROPOSED IMPROVEMENTS. THE USE OF THIS DIGITAL FILE SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND IS INTENDED TO ASSIST THE SURVEYOR IN THE LAYOUT OF THE PROPOSED IMPROVEMENTS.

THESE ELECTRONIC FILES ARE NOT CONSTRUCTION DOCUMENTS. DIFFERENCES MAY EXIST BETWEEN THESE ELECTRONIC FILES AND CORRESPONDING HARD COPY CONSTRUCTION DOCUMENTS ISSUED FOR PUBLIC BID. IN THE EVENT THAT A CONFLICT ARISES BETWEEN THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS AND THE ELECTRONIC FILES, THE SIGNED OR SEALED HARD COPY CONSTRUCTION DOCUMENTS SHALL GOVERN. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING IF ANY CONFLICT EXISTS AND SHALL BRING ANY DISCREPANCIES TO THE PROJECT LANDSCAPE ARCHITECT'S ATTENTION PRIOR TO ANY FIELD LAYOUT. BY THE CONTRACTOR'S USE OF THESE ELECTRONIC FILES, THEY ARE NOT RELIEVED OF THEIR DUTY TO FULLY COMPLY WITH THE CONTRACT DOCUMENTS, INCLUDING, AND WITHOUT LIMITATION, THE NEED TO CHECK, CONFIRM, AND COORDINATE ALL DIMENSIONS AND DETAILS, TAKE FIELD MEASUREMENTS, VERIFY FIELD CONDITIONS, AND COORDINATE THE WORK WITH THAT OF OTHER CONTRACTORS FOR THE PROJECT.

THE DIGITAL INFORMATION PROVIDED BY civTEC SHALL NOT BE USED FOR ANY PURPOSE OTHER THAN FOR THE PROJECT DESCRIBED ABOVE AND SHALL NOT BE RELEASED TO ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF civTEC. THE INFORMATION CONTAINED ON THE ELECTRONIC MEDIA IS AN INSTRUMENT OF PROFESSIONAL SERVICES AND SHALL REMAIN THE PROPERTY OF civTEC.



SURVEY CONTROL MAP
SCALE: 1" = 800'

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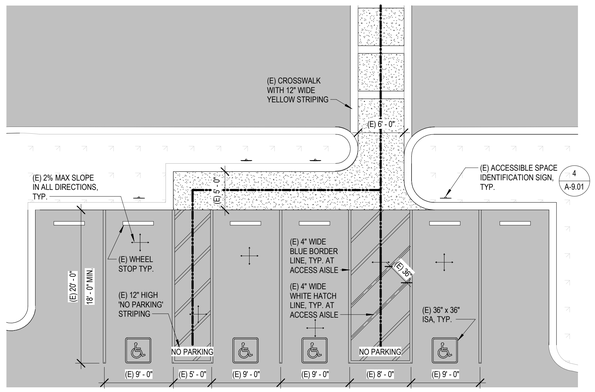
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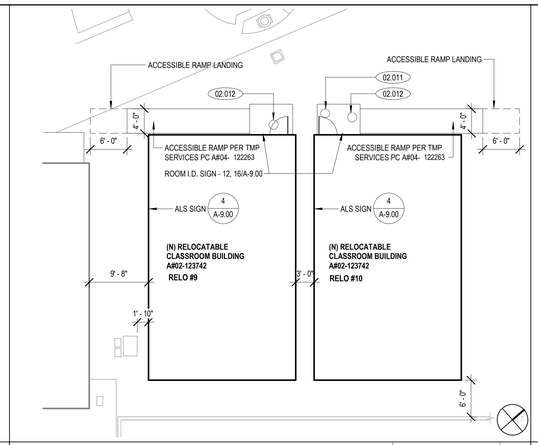
HORIZONTAL CONTROL PLAN

JOB NO.:	102.97
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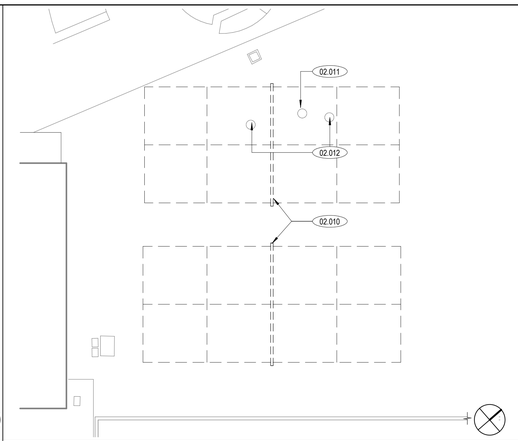
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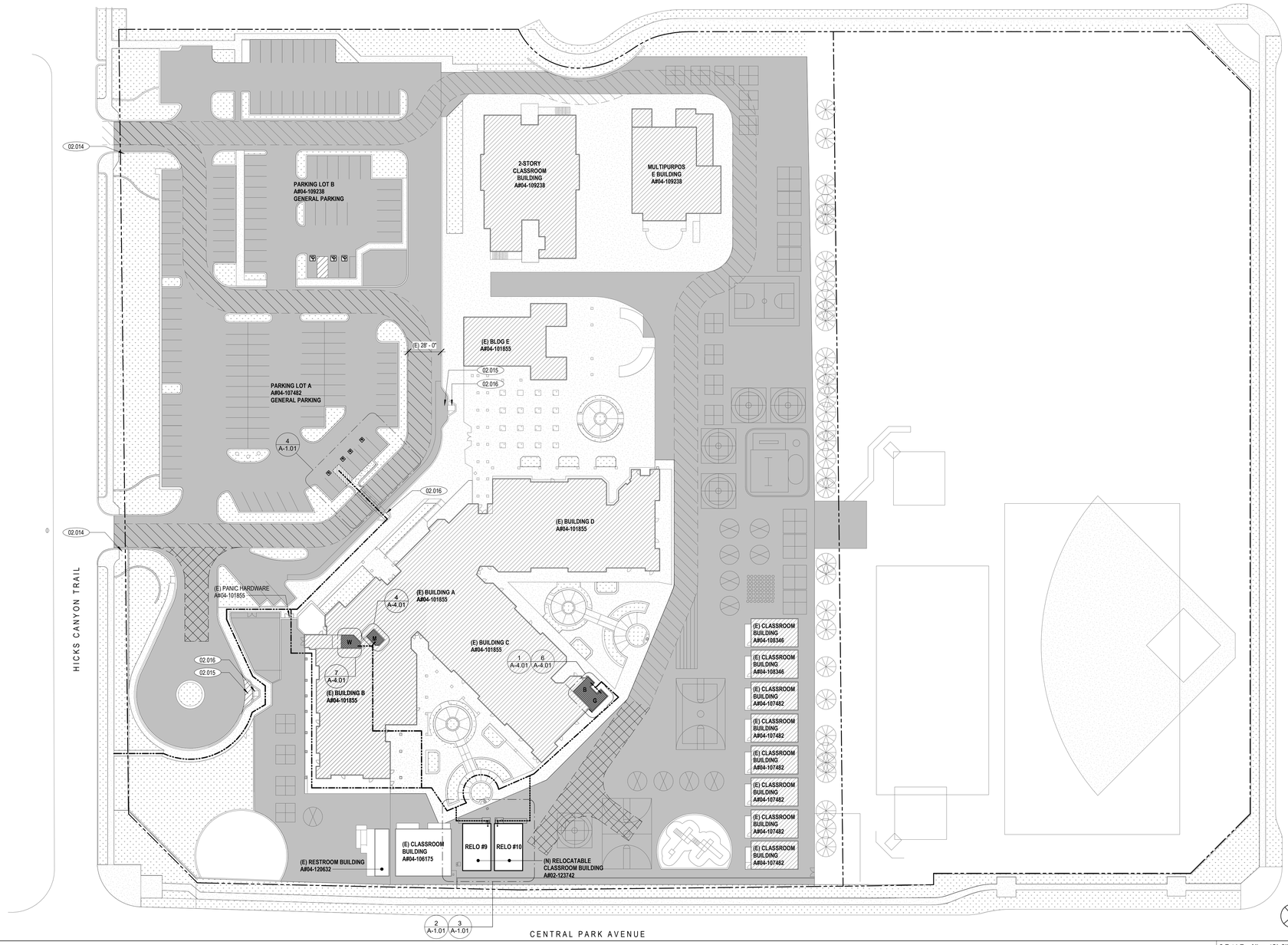
ENLARGED PLAN - PARKING | SCALE: 1/8" = 1'-0" | 4



ENLARGED SITE PLAN | SCALE: 1" = 10'-0" | 3



ENLARGED SITE PLAN - DEMOLITION | SCALE: 1" = 10'-0" | 2



OVERALL SITE PLAN | SCALE: 1" = 40'-0" | 1

GENERAL NOTES

1. (E) BUILDING STRUCTURE AND ALL SITE ITEMS ARE EXISTING TO REMAIN UNLESS OTHERWISE NOTED IN THE SCOPE OF WORK AND COMPLETE SET OF CONSTRUCTION DOCUMENTS
2. PARKING IS EXISTING TO REMAIN. SEE PARKING DATA FOR EXISTING ACCESSIBLE PARKING STALLS RATIO CALCULATION
3. PATH OF TRAVEL (P.O.T.) AS INDICATED IS A BARRIER-FREE ACCESS ROUTE WITHOUT ANY ABRUPT VERTICAL CHANGES EXCEEDING 1/2" BEVELED AT 1:2 MAXIMUM SLOPE, EXCEPT THAT LEVEL CHANGES DO NOT EXCEED 1/4" VERTICAL AND ARE AT LEAST 48" WIDE. SURFACE IS SLIP RESISTANT, STABLE, FIRM AND SMOOTH. CROSS SLOPE DOES NOT EXCEED2% AND SLOPE IN THE DIRECTION OF TRAVEL IS LESS THAN 5% UNLESS OTHERWISE INDICATED. P.O.T. SHALL BE MAINTAINED FREE OF OVERHANGING OBSTRUCTIONS TO 80" MINIMUM (11B-307.4) AND PROTRUDING OBJECTS GREATER THAN 4" PROJECTION FROM ALL AND ABOVE 27" AND LESS THAN 80" (11B-204 / 11B-307). CONTRACTOR TO VERIFY THAT ALL BARRIERS IN THE PATH OF TRAVEL HAVE BEEN REMOVED OR WILL BE REMOVED UNDER THIS PROJECT, AND P.O.T. COMPLIES WITH CBC 11B-206.
4. EXISTING DOORS IN THE ACCESSIBLE PATH OF TRAVEL SHALL MEET 2022 C.B.C. SECTION (11B-404) REQUIREMENTS FOR DOOR HARDWARE AND OPENING FORCE. PROVIDE AND INSTALL NEW DOOR HARDWARE AS REQUIRED WITH AN OPENING FORCE OF 5 LBS. MAXIMUM. REFER TO 1/A-9.00 FOR MORE INFORMATION
5. NO DEMOLITION SHALL BEGIN UNTIL PLANS INCLUDING THE DEMOLITION WORK HAVE BEEN APPROVED BY DSA

DESIGN PROFESSIONAL'S STATEMENT

THE POT IDENTIFIED IN THESE CONSTRUCTION DOCUMENTS MEETS THE REQUIREMENTS OF THE CURRENT APPLICABLE CALIFORNIA BUILDING CODE (CBC) ACCESSIBILITY PROVISIONS FOR PATH OF TRAVEL REQUIREMENTS FOR ALTERATIONS, ADDITIONS AND STRUCTURAL REPAIRS. AS PART OF THE DESIGN OF THIS PROJECT, THE POT WAS EXAMINED AND ANY ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WERE DETERMINED TO BE NONCOMPLIANT WITH THE CBC HAVE BEEN IDENTIFIED AND THE CORRECTIVE WORK NECESSARY TO BRING THEM INTO COMPLIANCE HAS BEEN INCLUDED WITHIN THE SCOPE OF THIS PROJECT'S WORK THROUGH DETAILS, DRAWINGS AND SPECIFICATIONS INCORPORATED INTO THESE CONSTRUCTION DOCUMENTS. ANY NONCOMPLIANT ELEMENTS, COMPONENTS OR PORTIONS OF THE POT THAT WILL NOT BE CORRECTED BY THIS PROJECT BASED ON VALUATION THRESHOLD LIMITATIONS OR A FINDING OF UNREASONABLE HARDSHIP ARE INDICATED IN THESE CONSTRUCTION DOCUMENTS. DURING CONSTRUCTION, IF POT ITEMS WITHIN THE SCOPE OF THE PROJECT REPRESENTED AS CBC COMPLIANT ARE FOUND TO BE NONCONFORMING BEYOND REASONABLE CONSTRUCTION TOLERANCES, THE ITEMS SHALL BE BROUGHT INTO COMPLIANCE WITH THE CBC AS A PART OF THIS PROJECT BY MEANS OF A CONSTRUCTION CHANGE DOCUMENT.

PARKING DATA

EXISTING PARKING LOT A (A#04-107482)
TOTAL SPACES: 80
TOTAL ACCESSIBLE SPACES REQUIRED: 4
TOTAL ACCESSIBLE SPACES PROVIDED: 4
VAN ACCESSIBLE SPACES: 1

EXISTING PARKING LOT B (A#04-109238)
TOTAL SPACES: 73
TOTAL ACCESSIBLE SPACES REQUIRED: 3
TOTAL ACCESSIBLE SPACES PROVIDED: 3
VAN ACCESSIBLE SPACES: 1

BUILDING DATA

	OCCUPANCY GROUP	NUMBER OF STORIES	CONSTRUCTION TYPE	AUTOMATIC SPRINKLERS	BUILDING HEIGHT	BASIC ALLOWABLE AREA	ACTUAL AREA
EXISTING CLASSROOM BUILDING (A#04-106175)	E	1	V-B	NONE	NONE	9500	1920
EXISTING RESTROOM BUILDING (A#04-120632)		1	V-B	NONE	NONE	9000	480
NEW CLASSROOM BUILDING	E	1	V-B	NONE	NONE	9500	960
NEW CLASSROOM BUILDING	E	1	V-B	NONE	NONE	9500	960
TOTAL AREA						**9000**	**> 4320**

KEYNOTES

DEMO / EXISTING

02.010	DEMO BALL WALL IN ITS ENTIRETY. PATCH AND REPAIR AC PAVING TO MATCH ADJACENT SURFACES.
02.011	EXISTING SEWER CLEANOUT ACCESS TO REMAIN. PROTECT IN PLACE
02.012	EXISTING WATER VALVE ACCESS TO REMAIN. PROTECT IN PLACE
02.014	EXISTING TOW-AWAY SIGN. A#04-101855. REFER TO 5/A-9.01
02.015	EXISTING ACCESSIBLE DROP-OFF. A#04-109238. REFER TO 1/A-9.01
02.016	EXISTING ACCESSIBLE CURB RAMP. A#04-109238. REFER TO 2/A-9.01

LEGEND

- EXISTING ACCESSIBLE PATH OF TRAVEL (A#04-108758)
- EXISTING ACCESSIBLE PATH OF TRAVEL (A#04-101855)
- NEW ACCESSIBLE PATH OF TRAVEL AT EXISTING WALKING SURFACE. RUNNING SLOPE NOT TO EXCEED 5% CROSS SLOPE NOT TO EXCEED 2%
- EXISTING AC PAVING
- EXISTING CONCRETE PAVING
- G B W M — EXISTING ACCESSIBLE RESTROOMS (A#04-107482)

AGENCY:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY
ARCHITECTURE + PLANNING
Morrissey Associates, Inc.
313 N. Birch Street, Suite 103
Santa Ana, California 92701
714.836.6137 714.836.8513

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LICENSED ARCHITECT
ROBERT MORRISSEY
NO. C19226
REN.04-30-27
STATE OF CALIFORNIA

CONSULTANT:

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

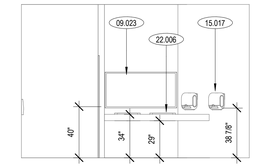
REV.	DESCRIPTION	DATE

SITE PLAN - NEW CONSTRUCTION

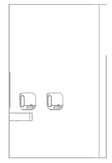
JOB NO.:	Project Number
DATE:	Issue Date
DRAWN BY:	Author
CHECKED BY:	Checker

SHEET:

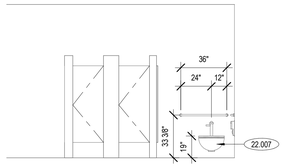
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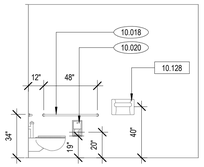
8A NORTH ELEVATION
1/4" = 1'-0"



8B EAST ELEVATION
1/4" = 1'-0"



8C SOUTH ELEVATION
1/4" = 1'-0"

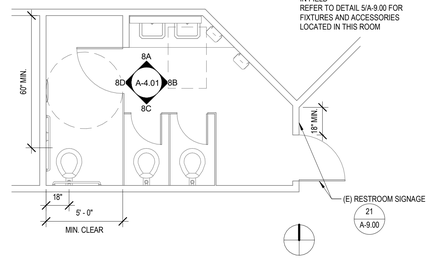


8D WEST ELEVATION
1/4" = 1'-0"

NOTE:
DIMENSIONS AND CLEARANCES AS SHOWN ARE EXISTING AND VERIFIED IN FIELD
REFER TO DETAIL 5/A-9.00 FOR FIXTURES AND ACCESSORIES LOCATED IN THIS ROOM

ELEVATIONS - EXISTING WOMENS RESTROOM

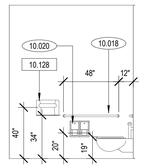
SCALE: 1/4" = 1'-0" | 8



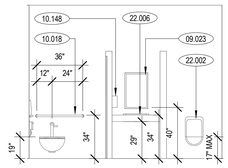
NOTE:
DIMENSIONS AND CLEARANCES AS SHOWN ARE EXISTING AND VERIFIED IN FIELD
REFER TO DETAIL 5/A-9.00 FOR FIXTURES AND ACCESSORIES LOCATED IN THIS ROOM

FLOOR PLAN - EXISTING WOMENS RESTROOM

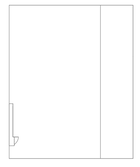
SCALE: 1/4" = 1'-0" | 7



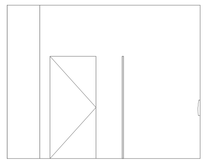
5A NORTH WEST ELEVATION
1/4" = 1'-0"



5B NORTH EAST ELEVATION
1/4" = 1'-0"



5C SOUTH EAST ELEVATION
1/4" = 1'-0"

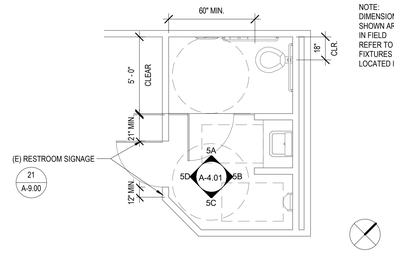


5D SOUTH WEST ELEVATION
1/4" = 1'-0"

NOTE:
DIMENSIONS AND CLEARANCES AS SHOWN ARE EXISTING AND VERIFIED IN FIELD
REFER TO DETAIL 5/A-9.00 FOR FIXTURES AND ACCESSORIES LOCATED IN THIS ROOM

ELEVATIONS - EXISTING MENS RESTROOM

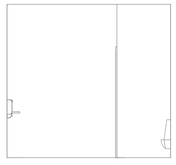
SCALE: 1/4" = 1'-0" | 5



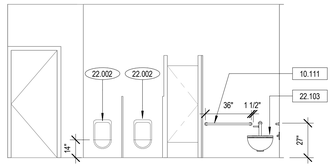
NOTE:
DIMENSIONS AND CLEARANCES AS SHOWN ARE EXISTING AND VERIFIED IN FIELD
REFER TO DETAIL 5/A-9.00 FOR FIXTURES AND ACCESSORIES LOCATED IN THIS ROOM

FLOOR PLAN - EXISTING MENS RESTROOM

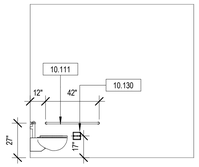
SCALE: 1/4" = 1'-0" | 4



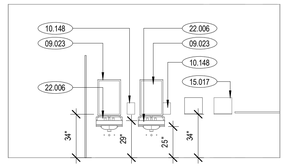
3A NORTH ELEVATION - BOYS RESTROOM
1/4" = 1'-0"



3B EAST ELEVATION - BOYS RESTROOM
1/4" = 1'-0"



3C SOUTH ELEVATION - BOYS ELEVATION
1/4" = 1'-0"

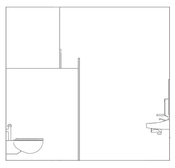


3D WEST ELEVATION - BOYS ELEVATION
1/4" = 1'-0"

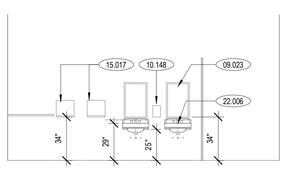
NOTE:
DIMENSIONS AND CLEARANCES AS SHOWN ARE EXISTING AND VERIFIED IN FIELD
REFER TO DETAIL 5/A-9.00 FOR CHILDREN'S USE CLEARANCES (AGES 5-12)
FOR FIXTURES AND ACCESSORIES LOCATED IN THIS ROOM

BOYS RESTROOM ELEVATIONS

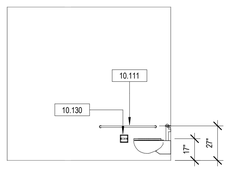
SCALE: 1/4" = 1'-0" | 3



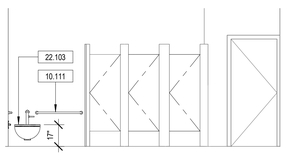
2A NORTH ELEVATION - GIRLS RESTROOM
1/4" = 1'-0"



2B EAST ELEVATION - GIRLS RESTROOM
1/4" = 1'-0"



2C SOUTH ELEVATION - GIRLS ELEVATION
1/4" = 1'-0"

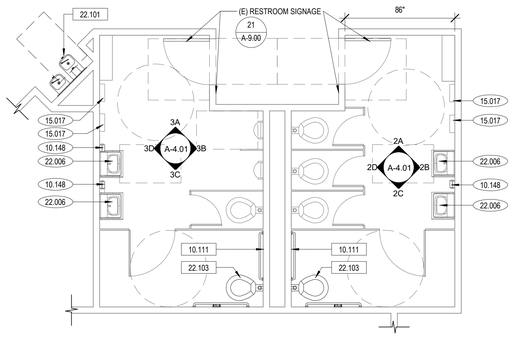


2D WEST ELEVATION - GIRLS ELEVATION
1/4" = 1'-0"

NOTE:
DIMENSIONS AND CLEARANCES AS SHOWN ARE EXISTING PER A#04-101855
REFER TO DETAIL 5/A-9.00 FOR CHILDREN'S USE CLEARANCES (AGES 5-12)
FOR FIXTURES AND ACCESSORIES LOCATED IN THIS ROOM

GIRLS RESTROOM ELEVATIONS

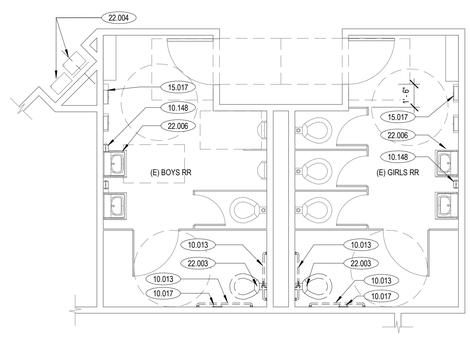
SCALE: 1/4" = 1'-0" | 2



NOTE:
DIMENSIONS AND CLEARANCES AS SHOWN ARE EXISTING PER A#04-101855
REFER TO DETAIL 5/A-9.00 FOR CHILDREN'S USE CLEARANCES (AGES 5-12)
FOR FIXTURES AND ACCESSORIES LOCATED IN THIS ROOM

ENLARGED FLOOR PLAN - STUDENT RESTROOMS RECONSTRUCTION

SCALE: 1/4" = 1'-0" | 6



ENLARGED FLOOR PLAN - STUDENT RESTROOMS DEMOLITION

SCALE: 1/4" = 1'-0" | 1

GENERAL NOTES

KEYNOTES

DEMO / EXISTING

09.023	EXISTING MIRROR TO REMAIN
10.013	REMOVE AND REINSTALL GRAB BAR
10.017	DEMO TOILET PAPER DISPENSER
10.018	EXISTING GRAB BAR TO REMAIN
10.020	EXISTING SEMI RECESSED TOILET PAPER DISPENSER TO REMAIN
15.017	EXISTING HAND DRYER TO REMAIN MAX 4" PROJECTION
22.002	EXISTING WATERLESS URINAL TO REMAIN
22.003	REMOVE EXISTING TOILET FOR RELOCATION
22.004	DEMO DRINKING FOUNTAIN
22.006	EXISTING LAVATORY TO REMAIN
22.007	EXISTING TOILET TO REMAIN

NEW

10.111	REINSTALL ACCESSIBLE GRAB BAR - REFER TO DET. 11/A-9.00
10.128	REINSTALL SURFACE-MOUNTED TOILET SEAT COVER DISPENSER. REFER TO DET. 5/A-9.00
10.130	NEW SEMI RECESSED TOILET PAPER DISPENSER - FOR MOUNTING HEIGHT REFER TO DETAIL 5/A-9.00
10.148	EXISTING SOAP DISPENSER TO REMAIN
22.101	NEW DRINKING FOUNTAIN AND BOTTLE FILLER STATION. SEE 7/A-9.00. REFER TO 'F' DRAWINGS
22.103	REINSTALL SALVAGED TOILET AT NEW LOCATION

AGENCY:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
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NO. C19226
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CONSULTANT:

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

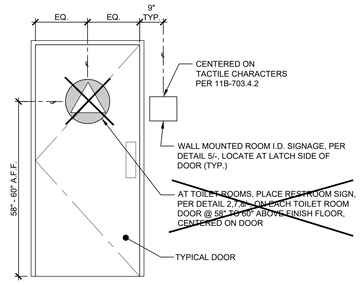
REV.	DESCRIPTION	DATE

ENLARGED PLANS - RESTROOMS

JOB NO.:	Project Number
DATE:	Issue Date
DRAWN BY:	Author
CHECKED BY:	Checker

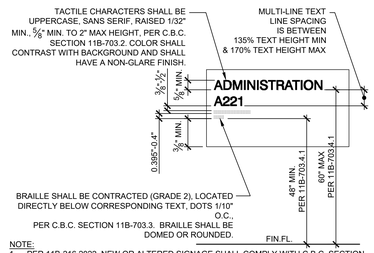
SHEET:

A-4.01



NOTE:
SIGNS ARE NOT IN MODULAR MFR. SCOPE OF WORK.

ROOM IDENTIFICATION SIGNAGE — 16



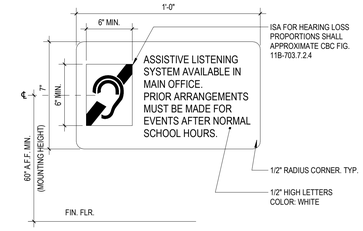
NOTE:
1. PER 11B-216 2022, NEW OR ALTERED SIGNAGE SHALL COMPLY WITH C.B.C. SECTION 11B-703.
2. NOT USED
3. NOT USED
4. ATTACH SIGNS USING ADHESIVE OR MIN (2) TWO FLATHEAD COUNTERSUNK SCREWS COMPATIBLE WITH WALL MATERIAL.
5. SIGN TO BE PLACED PER DETAIL 16/-

PERMANENT ROOM I.D. SIGNAGE — 12

ASSISTIVE LISTENING NOTES AND CALCULATION:
PROVIDE ASSISTIVE LISTENING SYSTEM COMPLYING WITH CBC 11B-219 AND 11B-706.

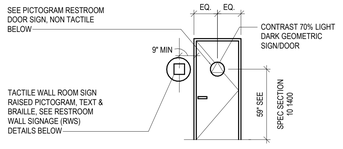
PROVIDE SIGNS INFORMING PATRONS OF THE AVAILABILITY OF THE ASSISTIVE LISTENING SYSTEM COMPLYING WITH CBC SECTION 11B-703.5 AND 11B-703.7.2.4

RECEIVER CALCULATION (CBC SECTION 11B-219.3):
CONFERENCE ROOM F103
286 SQ. FT. / 15 (OCCUPANT LOAD)
= 20 SEATS
- 20 SEATS X .04 (4% OF THE TOTAL NUMBER OF SEATS)
= 1 TOTAL RECEIVER REQUIRED
= 2 TOTAL RECEIVERS PROVIDED MIN.
- 2 RECEIVERS X .25 (25% MINIMUM OF RECEIVERS PROVIDED SHALL BE HEARING-AID COMPATIBLE)
= 1 OF 2 RECEIVERS REQUIRED TO BE HEARING-AID COMPATIBLE
= 2 RECEIVERS PROVIDED TO BE HEARING-AID COMPATIBLE MIN.

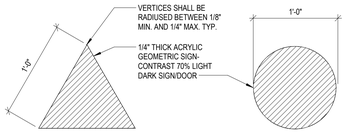


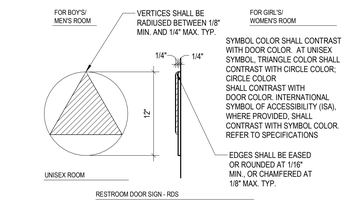
NOTE:
1. SIGN MATERIAL SHALL BE 1/8" THICK PLASTIC W/ 1/32" RAISED BORDER, GRAPHIC AND LETTERS. PROVIDE MECHANICAL MOUNTING W VANDAL-RESISTANT FASTENERS
2. SPACING BETWEEN THE BASELINES OF SEPARATE LINES OF CHARACTERS WITHIN A MESSAGE SHALL BE 135 PERCENT MINIMUM AND 170 PERCENT MAXIMUM OF THE CHARACTER HEIGHT
3. TEXT AND SYMBOLS TO BE COLOR WHITE ON BLUE BACKGROUND TO APPROXIMATE FS 15090 OF FED. STD. 595C

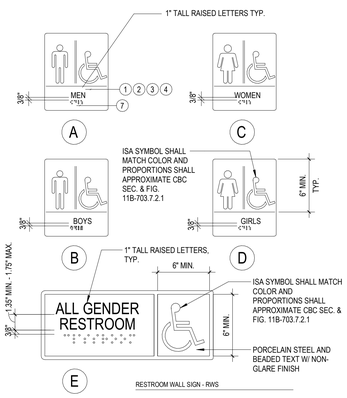
ALS SIGNAGE — SCALE: 3" = 1'-0" — 4



ELEVATION @ RESTROOM DOOR

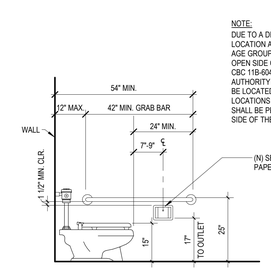






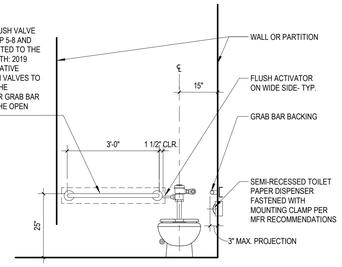
NOTE: TEXT AND SYMBOLS TO BE COLOR WHITE ON BLUE BACKGROUND TO APPROXIMATE FS 15090 OF FED. STD. 595C

EXISTING ACCESSIBLE RESTROOM DOOR SIGNAGE — SCALE: 12" = 1'-0" — 21



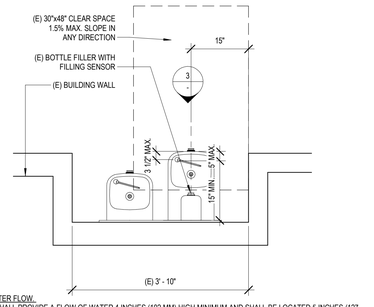
NOTE:
DUE TO A DIMENSIONAL CONFLICT BETWEEN THE FLUSH VALVE LOCATION AND THE REAR GRAB BAR FOR AGE GROUP 5-8 AND AGE GROUP 9-12, THE REAR GRAB BAR IS TO BE SHIFTED TO THE OPEN SIDE OF THE TOILET AREA IN ACCORDANCE WITH: 2019 CBC 11B-604.5.2 EXCEPTION 2. WHERE AN ADMINISTRATIVE AUTHORITY REQUIRES FLUSH CONTROLS FOR FLUSH VALVES TO BE LOCATED IN A POSITION THAT CONFLICTS WITH THE LOCATIONS OF THE REAR GRAB BAR, THEN THE REAR GRAB BAR SHALL BE PERMITTED TO BE SPLIT OR SHIFTED TO THE OPEN SIDE OF THE TOILET AREA.

A SIDE ELEVATION



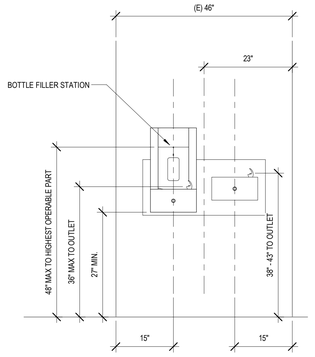
B REAR ELEVATION

TOILET ELEVATION (AGES 5-12) — SCALE: 1/2" = 1'-0" — 11



11B-602.6 WATER FLOW.
THE SPOUT SHALL PROVIDE A FLOW OF WATER 4 INCHES (102 MM) HIGH MINIMUM AND SHALL BE LOCATED 5 INCHES (127 MM) MAXIMUM FROM THE FRONT OF THE UNIT. THE ANGLE OF THE WATER STREAM SHALL BE MEASURED HORIZONTALLY RELATIVE TO THE FRONT FACE OF THE UNIT. WHERE SPOUTS ARE LOCATED LESS THAN 3 INCHES (76 MM) OF THE FRONT OF THE UNIT, THE ANGLE OF THE WATER STREAM SHALL BE 30 DEGREES MAXIMUM. WHERE SPOUTS ARE LOCATED BETWEEN 3 INCHES (76 MM) AND 5 INCHES (127 MM) MAXIMUM FROM THE FRONT OF THE UNIT, THE ANGLE OF THE WATER STREAM SHALL BE 15 DEGREES MAXIMUM.

FLOOR PLAN - DRINKING FOUNTAIN — SCALE: 3/4" = 1'-0" — 7



ELEVATION - DRINKING FOUNTAIN — SCALE: 3/4" = 1'-0" — 3

ALTERNATE MOUNTING HEIGHTS

DIMENSION	Adult	Ages 3-4	Ages 5-8	Ages 9-12
Toilet centering from wall	17-18	12	12-15	15-18
Toilet seat height	17-19	11-12	12-15	15-17
Grab bar height (side)	33-36	18-20	20-25	25-27
Tissue Dispenser height	19 min.	14	14-17	17-19
Lavatory/sink top height	34 max.	31 max.	31 max.	31 max.
Lavatory/sink knee clearance	27 min.	24 min.	24 min.	24 min.
Urinal lip height	17 max.	17 max.	17 max.	17 max.
Mirror Height	40 Max.**	40 Max.**	40 Max.**	40 Max.**

Accessible D.F. spout (Low level)	36 max.	30 max.	30 max.	30 max.
Accessible D.F. knee clear. (Low level)	27 min.	24 min.	24 min.	24 min.
Standing person's D.F. spout (high level)	38 min. 43 max.	38 min. 43 max.	38 min. 43 max.	38 min. 43 max.

Note: All height dimensions are A.F.F. (or A.F.G. for exterior). All horizontal dimensions are to face-of-finish.

GENERAL NOTES:

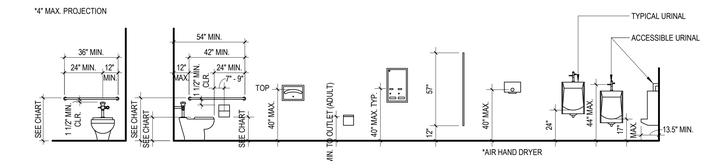
1. REFER TO PLANS AND INTERIOR ELEVATIONS FOR ACTUAL LOCATION AND SPECIAL CONDITIONS FOR FIXTURES AND ACCESSORIES.
2. REFER TO SPECIFICATIONS FOR MANUFACTURER OF TOILET FIXTURES AND ACCESSORIES.
3. VERIFY ALL ACCESSORY SIZES AND DIMENSIONS WITH APPROVED MANUFACTURER'S SHOP DRAWINGS.
4. PROVIDE STUD FRAMING AND BACKING SUPPORT FOR ALL RECESSED ACCESSORIES.
5. MAINTAIN 4" MAXIMUM PROJECTION FROM WALL OR TOILET COMPARTMENT OF ALL ACCESSORIES.
6. ALL WATER & DRAIN PIPES UNDER ACCESSIBLE LAVATORIES SHALL BE INSULATED OR OTHERWISE COVERED. THERE SHALL BE NO SHARP OR ABRASIVE SURFACES UNDER LAVATORIES. IF HOT WATER IS PRESENT, INSULATE UNDERSIDE OF SINK IF SINGLE WALLED SINK IS INSTALLED.
7. FAUCET CONTROLS & OPERATING MECHANISMS SHALL BE OPERABLE WITH ONE HAND AND SHALL NOT REQUIRE TIGHT GRASPING, PINCHING, OR TWISTING OF THE WRIST. THE FORCE REQUIRED TO ACTIVATE CONTROLS SHALL BE NO GREATER THAN 5 LB/FT. LEVER OPERATED, PUSH-TYPE & ELECTRONICALLY CONTROLLED MECHANISMS ARE EXAMPLES OF ACCEPTABLE DESIGNS. SELF CLOSING VALVES ARE ALLOWED IF THE FAUCET REMAINS OPEN FOR AT LEAST 10 SECONDS.
8. PROVIDE WATER CLOSET FLUSH VALVE AT WIDE SIDE OF TOILET AREA.
9. WALL-HUNG WATER CLOSETS ARE SHOWN FOR GRAPHIC PURPOSES. REFER TO PLUMBING DRAWINGS FOR SPECIFIC WALL-HUNG OR FLOOR MOUNTEDFIXTURE.
10. THE BUBBLER MUST BRING A FLOW OF WATER AT LEAST 4" HIGH PER CBC 11B-602.6

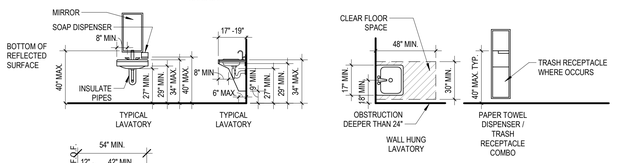
TYPICAL LAVATORY NOTES:

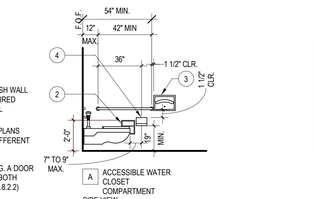
1. THE FORCE REQUIRED TO ACTIVATE THE BUBBLER CANNOT EXCEED 5 # MAX. PER CBC 11B-602.6

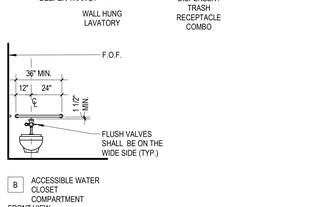
KEYNOTES:

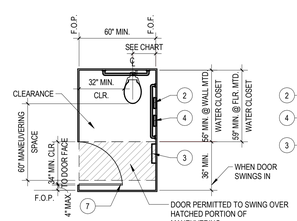
2. SANITARY NAPKIN DISPOSAL (AT WOMEN'S & UNISEX TOILETS)
3. TOILET SEAT COVER DISPENSER
4. TOILET TISSUE DISPENSER - RECESSED OR MAX. 4" PROJECTION - 1 1/2 CLR. TO TANGENT POINT OF GRAB BAR
5. * DENOTES CLEAR DISTANCE FROM TOILET CENTERLINE TO FINISH WALL MATERIAL. REFER TO ALTERNATE MOUNTING HEIGHTS FOR REQUIRED DIMENSION FOR ADULTS, ELEMENTARY & KINDERGARTEN SCHOOL CHILDREN.
6. GENERAL NOTE: CONTRACTOR SHALL COORDINATE WITH FLOOR PLANS AND PROVIDE CLEARANCES AT DP STALLS AS SHOWN FOR THE DIFFERENT CONFIGURATIONS.
7. AT ACCESSIBLE TOILET STALLS, THE DOOR SHALL E SELF-CLOSING. A DOOR PULL COMPLYING WITH SECTION 11-404.2.7 SHALL BE PLACED ON BOTH SIDES OF THE DOOR NEAR THE LATCH. (CC 11B-604.8.1.2 & 11B-604.8.2.2)

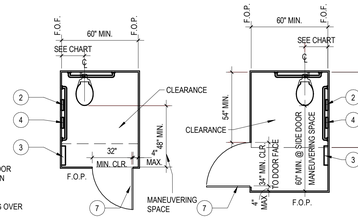












MINIMUM CLEARANCES AT ACCESSIBLE & TYP MOUNTING HEIGHTS — SCALE: 1/4" = 1'-0" — 5

-The clear opening width for a door shall be 32 inches minimum. For a swinging door it shall be measured between the face of the door and the stop, with the door open 90 degrees. There shall be no projections into it below 34"; up to 4" maximum projections are allowed between 34" and 80" above the finish floor or ground. Door closers and stops shall be permitted to be 78" minimum above the finish floor or ground. CBC Section 11B-404.2.3

-Handles, pulls, latches, locks and other operable parts on accessible doors shall comply with CBC Sction 11B-309.4 and shall be operable with one hand and shall not require tight grasping, pinching, or twisting of the wrist. Operable parts of such hardware shall be 34" minimum and 44" maximum above finish floor or ground. Where sliding doors are in the fully open position, operating hardware shall be exposed and usable from both sides. CBC Section 11B-404.2.7

-The levers of lever actuated latches or locks for doors and accessible gates shall be curved with a return to within 1/2 inches of th gate surfaces to prevent catching on the clothing or persons per Califronia Refrnced Standards Code. T-24 Part 12, Section 12-10-202, Item (F)

-The force for pushing or pulling open a door shall be as follows, per CBC Sction 11B-404.2.9:
-Interior hinged doors, sliding or folding doors, and exterior hingd doors: 5 pounds (22.2 N) maximum. Case by case exceptions may be allowed for required fire doors when specially allowed by DSA (the appropriate administrative authority), but not to exceed 15 pounds (65.7N). THese forces do not apply to the force required to retrat latch bolts or disengage other devices that hold the door in a closed position
-The force required for activating any operable parts, such as lever hardware, or disngaging other devices shall be 5 pounds (22.2N) maximum to comply with CBC Section 11-309.4

-Door closing speed shall be as follows per CBC Section 11B-404.2.8:
-Closer shall be adjusted so that the required time to move a door from an open position of 90 degres to a position of 12 degrees from the latch is 5 seconds minimum.
-Spring hings shall be adjusted so that the rquired time to move a door from an open position of 70 degrees to the closed position is 1.5 seconds minimum.

-Thresholds shall comply with CBC Section 11B-404.2.5

-Floor stops shall not be located in the path of travel and 4" maximum from walls.

-Hardware (including panic hardware shall not be providd with "Night Latch" (NL) function for any accessile doors or gates unlesss the following conditions are met: (Such conditions must be clearly demonstrated and indicated in the specifications)
-Such hardware has a 'dogging' feature..
-It is dogged during the time the facility is open
-Such 'dogging' operation is performed only by employs as their job function (non-public use)

-Emergency Exit & Panic Hardware shall comply with SFM Standard 12-10-3, Section 12-10-302:
(a) The cross-bar shall extend across not lss than one half the width of the door/gate.
(d) The ends of the cross-bar shall e curved guarded or otherwise designed to prevent catching on th clothing of persons during egress.

-Swing doors and gate surfaces within 10" of the finish floor or ground shall have a smooth surface on the push side extending the full width of the door or gate. Parts creating horizontal or vertical joints in these surfaces shall be within 1/16" of the same plans as the other and be fre of sharp or abrasiv edges. Cavities created by added kick plates shall be capped. CBC Section 11B-404.2.10

DOOR & GATE ON PATH OF TRAVEL NOTES — SCALE: 1/2" = 1'-0" — 1

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SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY
ARCHITECTURE + PLANNING
Morrissey Associates, Inc.
313 N. Birch Street, Suite 103
Santa Ana, California 92701
714.836.6137 714.836.8513

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12/18/2025

CONSULTANT:

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

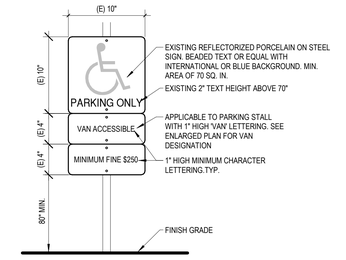
A# 04-125070

REV.	DESCRIPTION	DATE

DETAILS

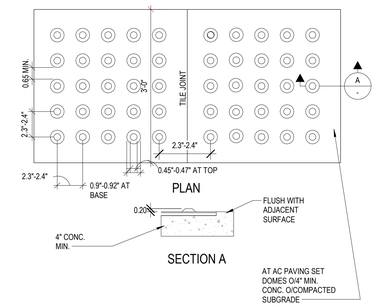
JOB NO.:	Project Number
DATE:	Issue Date
DRAWN BY:	Author
CHECKED BY:	Checker
SHEET:	

A-9.00

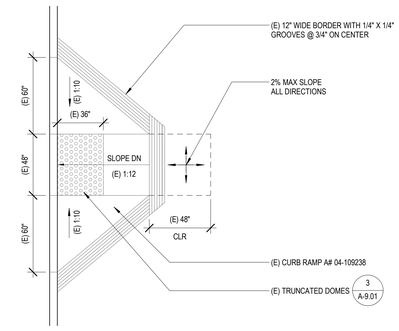


(E) ACCESSIBLE PARKING SIGN | SCALE: 1 1/2" = 1'-0" | 4

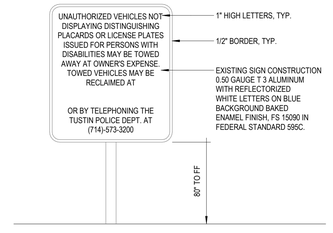
11B-705.1.1.3.1
DETECTABLE WARNING SURFACES SHALL BE YELLOW AND APPROXIMATE 33538 OF SAE AMS-595A.



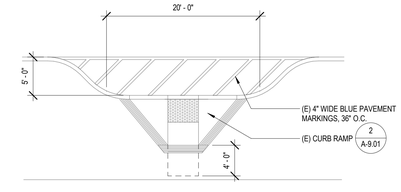
(E) TRUNCATED DOMES | SCALE: 3" = 1'-0" | 3



(E) CURB RAMP | SCALE: 1/4" = 1'-0" | 2



(E) ACCESSIBLE PARKING LOT SIGN | SCALE: 1" = 1'-0" | 5



(E) ACCESSIBLE DROP OFF ZONE | SCALE: 1/8" = 1'-0" | 1

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ROBERT MORRISSEY
NO. C19226
REN.04-30-27
STATE OF CALIFORNIA
12/18/2025

CONSULTANT:

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

REV.	DESCRIPTION	DATE

DETAILS

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DATE:	Issue Date
DRAWN BY:	Author
CHECKED BY:	Checker
SHEET:	

A-9.01

FIXTURE SCHEDULE

ITEM	FIXTURE	ROUGH-IN CONNECTIONS						DESCRIPTION
		TRAP	WASTE	VENT	HOT WATER	COLD WATER	GAS	
DF 1	DRINKING FOUNTAIN W/BOTTLE FILLER (ACCESSIBLE)	1-1/2"	2"	1-1/2"	--	3/4"	--	HAWS NO. 1119.14 WITH 1920 BOTTLE FILLER, WALL MOUNTED, 14-GAUGE STAINLESS STEEL W/ INTEGRAL 1/4" STAINLESS STEEL MOUNTING PLATE, ADA APPROVED. COMPLETE WITH VANDAL PROOF BOTTOM PLATES, NO. 6800 SUPPORT CARRIER, NO. 6700.4 MOUNTING PLATE, B32 BACK PANEL, AND CHICAGO NO. 45LKABCP ANGLE STOP WITH 1/2" FEMALE INLET & OUTLET, AND NO. 6469 DRIP TRAY. MOUNT AT ADA ACCESSIBLE HEIGHT.

LEGEND

SYMBOL	ABBREVIATION	DESCRIPTION
		DIRECTION OF FLOW
	SOV	SHUT-OFF VALVE
	FCO	FLOOR CLEANOUT
	WCO	WALL CLEANOUT
		RISER UP
		RISER DOWN
	ABV	ABOVE
	BEL	BELOW
	CLG	CEILING
	CONT	CONTINUATION
	DN	DOWN
	EXIST	EXISTING
	FLR	FLOOR
	POC	POINT OF CONNECTION
	PLCS	PLACES

GENERAL NOTES

1. BEFORE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS, ELEVATIONS AND CHARACTERISTICS OF ALL UTILITIES AND PIPING, AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
2. ALL ACCESSIBLE WATER CLOSETS SHALL HAVE FLUSH VALVE WITH HANDLE ON OPEN SIDE.
3. ALL VALVES, UNIONS, ETC. TO BE SAME SIZE AS PIPE UNLESS OTHERWISE INDICATED ON DRAWINGS.
4. ALL PLUMBING FIXTURE VENTS TO TERMINATE A MINIMUM OF 12 INCHES FROM ANY VERTICAL SURFACE AND 10 FEET FROM ANY OUTSIDE AIR INTAKES.
5. EXACT LOCATIONS AND MOUNTING HEIGHTS OF PLUMBING FIXTURES SHALL BE OBTAINED FROM THE ARCHITECTURAL DRAWINGS.
6. ALL EXTERIOR GAS COCKS, WATER SHUT OFF VALVES AND/OR SEWER CLEANOUTS BELOW GROUND SHALL BE INSTALLED IN YARD BOXES WITH THE COVERS CONSPICUOUSLY MARKED "GAS", "WATER", AND "SEWER" RESPECTIVELY.
7. CONNECTION BETWEEN INCOMPATIBLE MATERIALS ABOVE GRADE AND INSIDE BUILDING SHALL BE MADE WITH TWO (2) DIELECTRIC UNIONS SEPARATED BY A TWELVE INCH (12") SECTION OF RED BRASS PIPE.
8. ALL CLEANOUTS SHALL BE INSTALLED WHERE READILY ACCESSIBLE. ALL URNINALS SHALL HAVE CLEANOUTS ABOVE FIXTURE, CPC 707.4. THE CONTRACTOR SHALL COORDINATE ALL CLEANOUT LOCATIONS WITH EQUIPMENT, CABINETS, ETC., AND THE ARCHITECT PRIOR TO ANY INSTALLATION.
9. ALL URINALS SHALL HAVE CLEANOUTS ABOVE FIXTURE, PER CPC 707.4. THE CONTRACTOR SHALL COORDINATE ALL CLEANOUT LOCATIONS WITH THE ARCHITECT PRIOR TO ANY INSTALLATION.
10. SEE ARCHITECTURAL DRAWINGS FOR ACCESSIBLE FIXTURE LOCATIONS AND MOUNTING HEIGHTS. INSULATE ALL EXPOSED HOT WATER AND DRAIN PIPING BELOW ACCESSIBLE LAVATORIES AND SINKS.
11. ALL PLUMBING WORK SHALL BE INSTALLED SO AS TO AVOID INTERFERENCE WITH ELECTRICAL AND MECHANICAL EQUIPMENT AND STRUCTURAL FRAMING.
12. ALL WORK AND MATERIAL SHALL BE PERFORMED AND INSTALLED IN COMPLIANCE WITH CALIFORNIA PLUMBING CODE 2022.
13. INSULATION (SEE SPECIFICATION FOR TYPE REQUIRED) AND COVERING ON PIPE AND TUBING SHALL HAVE A FLAME SPREAD RATING NOT TO EXCEED 25 AND A SMOKE DENSITY NOT TO EXCEED 450 WHEN TESTED IN ACCORDANCE WITH 2022 C.B.C. SECTION 720.3.
14. MATERIALS EXPOSED WITHIN DUCTS OR PLENUMS SHALL HAVE A FLAME-SPREAD INDEX OF NOT MORE THAN 25 AND A SMOKE-DEVELOPED INDEX OF NOT MORE THAN 50 WHERE TESTED IN ACCORDANCE WITH ASTM E84 OR UL 723. CMC 2022, CHAPTERS 7, 9 ,& 11.
15. ANY ALTERATIONS TO A STRUCTURAL MEMBER, SUCH AS CUTTING, BORING, BRAZING, DRILLING, WELDING, ETC. SHALL HAVE PRIOR WRITTEN APPROVAL OF ARCHITECT, STRUCTURAL ENGINEER AND DSA.
17. M.E.P. COMPONENT ANCHORAGE NOTE:

    ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. WHERE NO DETAIL IS INDICATED, THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2022 CBC, SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTERS 13, 26 AND 30.

    1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
    2. TEMPORARY OR MOVABLE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRE) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER.
    3. TEMPORARY, MOVABLE, OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVER BY DSA.

    THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE, BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH THE REVERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT. FLEXIBLE CONNECTIONS MUST ALLOW MOVEMENTS IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS:

    A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
    B. COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL

    THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL, AND PLUMBING COMPONENTS SHALL BE THE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE THE DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.
18. PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE:

    PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCE AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3, AS DEFINED IN ASCE 7-16 SECTION 13.6.5, 13.6.6, 13.6.7, 13.6.8, AND 2022 CBC SECTIONS 1617A.1.24, 1617A.1.25, AND 1616A.1.26.

    THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACING AND ATTACHMENTS ARE BASED ON A PREAPPROVED INSTALLATION GUIDE (E.G. OSHPD OPM FOR 2022 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS. THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

    MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP), ELECTRICAL DISTRIBUTION SYSTEMS (E):

    MP [ ] MD [ ] PP [X] E [ ] – OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT SPECIFIC NOTES AND DETAILS.

    MP [ ] MD [ ] PP [ ] E [ ] – OPTION 2: SHALL COMPLY WITH THE APPLICABLE OSHPD PRE-APPROVAL (OPM #) #0043-13.

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RENEWAL SEPTEMBER
NO. C19226
REN:04-30-27
STATE OF CALIFORNIA

CONSULTANT:

REGISTERED PROFESSIONAL ENGINEER
ANDREW R. GOSSLIN
No. M3539
Exp. 3/31/26
MECHANICAL
STATE OF CALIFORNIA

PDS
Pocock Design Solutions Inc.

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

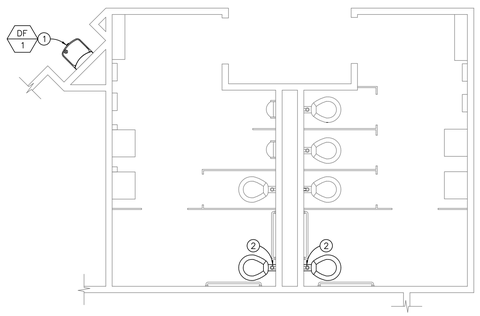
A# 04-125070

REV.	DESCRIPTION	DATE

PLUMBING LEGEND, SCHEDULES & GENERAL NOTES

JOB NO.: Project Number
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CONSTRUCTION NOTES:

1. BEFORE COMMENCEMENT OF WORK, THE CONTRACTOR SHALL VERIFY THE EXACT LOCATIONS, ELEVATIONS AND CHARACTERISTICS OF ALL UTILITIES AND PIPING BY PHYSICAL EXCAVATION, AND SHALL IMMEDIATELY NOTIFY THE ARCHITECT OF ANY DISCREPANCIES.
2. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING UTILITIES AND POINTS OF CONNECTION PRIOR TO BIDDING PROJECT.
3. WHERE PLANS INDICATE NEW FIXTURES OR EQUIPMENT CONNECTING TO EXISTING SERVICES, PLUMBING CONTRACTOR SHALL MODIFY AND/OR EXTEND EXISTING PIPING OR ROUGH-INS AS REQUIRED TO SUIT THE NEW FIXTURE.

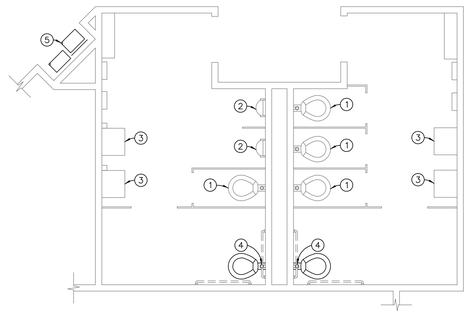
CONSTRUCTION KEY NOTES:

(1) CONTRACTOR SHALL ROUGH-IN AND CONNECT TO EXISTING SERVICES FOR NEW DRINKING FOUNTAIN.

(2) CONTRACTOR SHALL ROUGH-IN AND CONNECT TO EXISTING SERVICES FOR NEW WATER CLOSET FLUSH VALVE. FLUSH VALVE SHALL BE SLOAN ROYAL NO. 111-1.28 GPF WITH NO. V500A VACUUM BREAKER, F2A COUPLING NUT, AND F-190 1-1/2" X 2" OFFSET TUBE OUTLET.

ENLARGED PLUMBING FLOOR PLAN - NEW CONSTRUCTION

SCALE 1/4"=1'-0" | 2



DEMOLITION NOTES:

1. OWNER SHALL HAVE FIRST RIGHT OF REFUSAL ON ALL ITEMS INDICATED TO BE REMOVED. CONTRACTOR SHALL VERIFY ALL SUCH ITEMS WITH OWNER PRIOR TO REMOVAL. ALL ITEMS NOT REFUSED BY OWNER SHALL BE REMOVED INTACT AND FULLY FUNCTIONAL BY CONTRACTOR FOR OWNER'S USE. ALL ITEMS REFUSED BY OWNER SHALL BE PROPERLY DISPOSED OF BY CONTRACTOR.
2. REMOVE EXISTING FIXTURES AND EQUIPMENT AS INDICATED. HOT WATER, COLD WATER, VENT AND/OR GAS PIPING SERVING SUCH ITEMS SHALL BE REMOVED TO A SUITABLE CONCEALED LOCATION WITHIN WALL OR ABOVE CEILING AND CAPPED OR PLUGGED UNLESS OTHERWISE NOTED (U.O.N.). WASTE PIPING SERVING SUCH FIXTURES SHALL BE REMOVED TO A SUITABLE CONCEALED LOCATION BELOW FINISHED FLOOR OR BEHIND WALL AND CAPPED OR PLUGGED U.O.N. ASSOCIATED EXISTING DEFUNCT PIPING IN CONCEALED LOCATIONS ABOVE CEILING, WITHIN WALLS, BELOW SLAB, OR BELOW GRADE SHALL BE ABANDONED IN PLACE OR REMOVED AS NECESSARY TO AVOID INTERFERENCE WITH NEW WORK. ASSOCIATED EXISTING DEFUNCT PIPING AND COMPONENTS IN EXPOSED LOCATIONS SHALL BE REMOVED U.O.N. (INCLUDING FLOOR DRAINS, WALL AND FLOOR CLEANOUTS, CLEANOUTS TO GRADE, ACCESS PANELS, SHUT-OFF VALVES AND COCKS, YARD BOXES, MANHOLES, CATCH BASINS, AND OTHER EXPOSED COMPONENTS). EXISTING DEFUNCT ELECTRICAL COMPONENTS SERVING EXISTING TO BE REMOVED EQUIPMENT SHALL BE DEMOLISHED AND REMOVED TO POINT OF ORIGIN.

DEMOLITION KEY NOTES:

(1) EXISTING WATER CLOSET TO REMAIN.
(2) EXISTING URINAL TO REMAIN.
(3) EXISTING LAVATORY TO REMAIN.
(4) EXISTING WATER CLOSET TO BE REMOVED BY PLUMBING CONTRACTOR.
(5) EXISTING DRINKING FOUNTAIN TO BE REMOVED BY PLUMBING CONTRACTOR.

ENLARGED PLUMBING FLOOR PLAN - DEMOLITION

SCALE 1/4"=1'-0" | 1

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Tustin Unified
School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

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A# 04-125070

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ENLARGED PLUMBING FLOOR PLANS

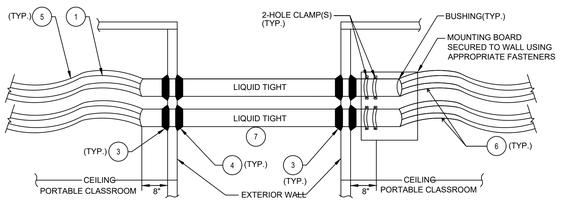
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SHEET:

P-1.01

DETAIL NOTES:

1. FIRESTOP SLEEVES WITH STI'S SPEC SEAL PUTTY (#SSP100) OR EQUAL. IN AND AROUND CABLES AT BOTH ENDS PER MANUFACTURER'S DIRECTIONS.
2. 1/2" BEAD 30-YEAR SILICONE CAULK(CLEAR) INTERIOR WALL TYPICAL. DO NOT BOLT/CLAMP THIS SIDE.
3. SILICONE CAULK PUSHED INTO BOTH WALL VOIDS FOR A WEATHERTIGHT SEAL.
4. 1/2" BEAD 50-YEAR SILICONE CAULK(CLEAR) EXTERIOR WALL TYPICAL. DO NOT BOLT/CLAMP.
5. CABLES TO BE SUPPORTED WITHIN 24" OF BUSHING. PROVIDE SLACK FOR SEISMIC EXPANSION.
6. MAINTAIN MINIMUM 2" BEND RADIUS FOR CABLES.PROVIDE SLACK FOR SEISMIC EXPANSION.
7. CONTRACTOR MAY INSTALL LIQUID TIGHT SIDE BY SIDE WITH MINIMUM 2" SEPARATION.

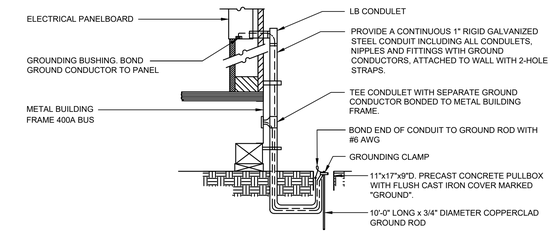


MODULAR BUILDING CONDUIT SLEEVE DETAIL

SCALE: NONE | 3

SURFACE MOUNTED IDF ANCHORAGE

SCALE: NONE | 4



NOTES:

1. SIZE OF CONDUCTORS SHALL COMPLY WITH CEC. TABLE 250-66.
2. BOND SEPARATE CONDUCTORS FROM GROUND ROD TO ELECTRICAL PANEL, AND TO METAL BUILDING FRAME (CEC. 250-104). PROVIDE BONDING CONDUCTOR BETWEEN THE BUILDING FRAME AND THE STEEL RAMPS. IN ADDITION TO THE DETAIL SHOWN ABOVE, BOND THE ELECTRICAL CONDUCTOR GROUND TO METAL WATER PIPE EMBEDDED AT LEAST 10 FEET INTO THE SOIL IF AVAILABLE (CEC. 250-90 THROUGH 250-106).
3. ALL MODULES OF METAL FRAME BUILDINGS AND RAMPS SHALL BE ELECTRICALLY BONDED TOGETHER (BOLTING ONLY IS NOT ACCEPTABLE BONDING).
4. STEEL RAMPS AND OTHER METAL COMPONENTS ATTACHED TO PORTABLE BUILDING(S) SHALL BE BONDED TO THE BUILDING FRAME.
5. ALL ELECTRICAL WORK TO MEET THE REQUIREMENTS OF THE STATE ELECTRICAL CODES. PART 3 OF TITLE 24, CEC, WHICH REQUIRES PROPER GROUNDING OF ALL ELECTRICAL CIRCUITS, EQUIPMENT, ETC. FOR PUBLIC SCHOOL BUILDING(S), REGARDLESS OF THE TYPE OF CONSTRUCTION.
6. METAL MODULAR BUILDINGS. WHEN METAL BUILDINGS ARE MADE OF COMPONENTS, EACH BUILDING COMPONENT,INCLUDING STEEL RAMPS, MUST BE ELECTRICALLY BONDED TOGETHER IN A MANNER ACCEPTABLE TO OSA/SS. PAINT ON THE SURFACE WILL INHIBIT PASSAGE OF ELECTRICAL CURRENT; THEREFORE, BOLTED CONNECTIONS OF COMPONENT PARTS ARE NOT AN ACCEPTABLE ELECTRICAL BOND.
7. WOOD MODULAR BUILDINGS. IN WOOD FRAME MODULAR BUILDINGS, THE ELECTRICAL SYSTEM MUST BE GROUNDED AS REQUIRED IN TITLE 24, CEC.
8. GROUNDING. THE ELECTRICAL CIRCUITS ARE USUALLY PROPERLY GROUNDED, HOWEVER, IT IS ALSO NECESSARY TO INDEPENDENTLY GROUND THE STEEL FRAMES. THIS IS PARTICULARLY IMPORTANT WHEN THE BUILDING IS SUPPORTED ON A FOUNDATION MADE OF WOOD.
9. CHECK RESISTANCE TO GROUND. IF RESISTANCE EXCEEDS 25 OMHS, INSTALL ADDITIONAL GROUND ROD SIX FEET OR GREATER AWAY. ONCE THE SECOND GROUND ROD IS INSTALLED, ADDITIONAL GROUND RESISTANCE TESTING IS NOT REQUIRED. (CEC.§ 250.53(A)&(B))

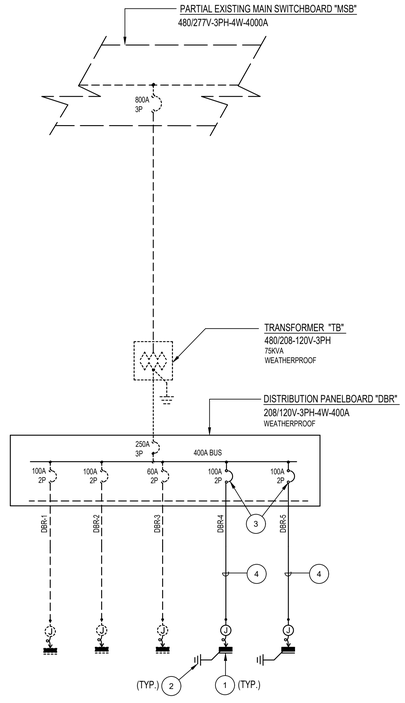
ALL BUILDING COMPONENTS MUST BE ELECTRICALLY BONDED TOGETHER AND MUST BE INDEPENDENTLY GROUNDED. ALL GROUNDING SYSTEMS ARE TO BE TESTED WITH A MEGGER UNIT OR IN AN OTHERWISE ACCEPTABLE MANNER. REFER TO SECTIONS 250-90 THROUGH 250-106. CALIFORNIA ELECTRICAL CODE, FOR SPECIFIC GROUNDING REQUIREMENTS. TESTING SHALL BE WITNESSED BY PROJECT INSPECTOR. SUBMIT A COPY OF THE REPORT TO THE ARCHITECT.

MODULAR BUILDING GROUNDING DETAIL

SCALE: NONE | 2

PLAN NOTES:

1. RELOCATABLE BUILDING'S PANEL.
2. PROVIDE GROUNDING FOR PORTABLE BUILDING PER DETAIL "Z" THIS SHEET.
3. INSTALL NEW CIRCUIT BREAKER AT SPACE LOCATION OF EXISTING PANEL ITS RATING TO MATCH WITH RATING OF THE PANEL.
4. PROVIDE 1 1/4"C.-3#1,1#6 GRD.



SINGLE LINE DIAGRAM

SCALE: NONE | 1

SCHOOL EQUIPMENT ANCHORAGE NOTES

MEP COMPONENT ANCHORAGE NOTE

ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2022 CBC SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTER 13, 26 AND 30.

1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. "TEMPORARY, MOVABLE OR MOBILE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. "PERMANENTLY ATTACHED" SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 110/220 VOLT RECEPTACLES HAVING A FLEXIBLE CABLE.
3. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS A CENTER OF MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT ARE REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.

THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL HAVE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT. FLEXIBLE CONNECTIONS MUUST ALLOW MOVEMENT IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS:

A. COMPONENTS WEIGHING LESS THAN 400 POUNDS AND HAVE A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
B. COMPONENTS WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH ABOVE REQUIREMENTS.

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7, 13.6.8; AND 2022 CBC, SECTIONS 1617A.1.24, 1617A.1.25 AND 1617A.1.26.

THE METHOD OF SHOWING BRACING AND ATTACHMENTS TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. WHEN BRACING AND ATTACHMENTS ARE BASED ON A PREAPPROVED INSTALLATION GUIDE (e.g., OSHPD OPM FOR 2013 CBC OR LATER), COPIES OF THE BRACING SYSTEM INSTALLATION GUIDE OR MANUAL SHALL BE AVAILABLE ON THE JOBSITE PRIOR TO THE START OF AND DURING THE HANGING AND BRACING OF THE DISTRIBUTION SYSTEMS. THE STRUCTURAL ENGINEER OF RECORD SHALL VERIFY THE ADEQUACY OF THE STRUCTURE TO SUPPORT THE HANGER AND BRACE LOADS.

MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP), ELECTRICAL DISTRIBUTION SYSTEMS (E):

MP ☐ MD ☐ PP ☐ E ☒ SPECIFIC NOTES AND - OPTION 1: DETAILED ON THE APPROVED DRAWINGS WITH PROJECT DETAILS.

MP ☐ MD ☐ PP ☐ E ☐ - OPTION 2: SHALL COMPLY WITH APPLICABLE OSHPD PRE-APPROVAL (OPM##) #_____.

CONDUIT ROUTING AND INSTALLATION NOTES

1. THE INTENT OF THESE DRAWINGS IS TO RESULT IN CONCEALED INSTALLATION OF CONDUIT, BOXES,BACKBOXES AND SIMILAR ELECTRICAL/SIGNAL SERVICES.
2. UNLESS INDICATED OTHERWISE IN THE DRAWINGS,REMOVE EXISTING FINISHES AND RUN CONDUIT IN CONCEALED WALL,FLOOR OR CEILING VOIDS. I N UTILITY ROOMS THAT ARE NOT NORMALLY OCCUPIED, SUCH AS MECHANICAL/ELECTRICAL ROOMS,CUSTODIAL CLOSETS AND STORAGE ROOMS, EXPOSED CONDUIT AND BOXES MAY BE USED.
3. WHERE EXISTING ACCESS PANELS/DOORS ARE AVAILABLE, THEY MAY BE USED FOR ACCESS TO CONCEALED SPACES. PROVIDE NEW ACCESS PANELS/DOORS IN HARD CEILING AREAS WHERE SIDE ACCESS DOES NOT EXIST. SEE CEILING ACCESS PANEL DETAIL E-0.1/E FOR MOUNTING INFORMATION.
4. WHERE CONCEALED VOIDS DO NOT EXIST (SUCH AS ON MASONRY OR CONCRETE WALL), SURFACE MOUNTED RACEWAY OF SIZE EQUIVALENT TO REQUIRED CONDUIT, MAY BE USED. ALL PENETRATION OF FINISHES AT RACEWAYS SHALL BE PATCHED TIGHT TO THE RACEWAY OR SHALL BE COVERED WITH A TRANSITION FITTING EXCEPTIONS TO THESE REQUIREMENTS ARE SPECIFICALLY IDENTIFIED IN THESE DRAWINGS.
5. PAINT ALL CONDUIT TO MATCH ADJACENT SURFACE WHERE VISIBLE.
6. REFER TO DRAWINGS FOR FIRE PATCHING AND WEATHER-STOPPING REQUIREMENTS AT PENETRATIONS.
7. RATED PENETRATIONS SHALL BE ACCOMPLISHED WITH A LISTED FIRE-STOP SUBMITTED BY CONTRACTOR PRIOR TO APPLICATION.
8. UNLESS SPECIFICALLY SHOWN ON THESE PLANS NO STRUCTURAL MEMBERS SHALL BE CUT, DRILLED NOR NOTCHES WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE STRUCTURAL ENGINEER AND THE DISTRICT STRUCTURAL ENGINEER FOR THE DIVISION OF THE STATE ARCHITECT.

SYMBOL LIST

(ALL SYMBOLS NOT NECESSARILY USED ON THESE DRAWINGS)
ALL SYMBOL DESCRIPTIONS ARE SUBJECT TO MODIFICATIONAS NOTED ON THE DRAWINGS

- CIRCUIT BREAKER STATIONARY (NON-DRAWOUT), SECONDARY VOLTAGE.
- SWITCH AND FUSE UNIT.
- TRANSFORMER; KVA, LINE AND LOAD VOLTAGE RATINGS AS INDICATED.
- OR — SAFETY SWITCH (DISCONNECT), HORSE POWER RATED. FUSED OR UNFUSED AS NOTED, MOUNT ON WALL +45", OR ON EQUIPMENT +36".
- CONDUIT, INSTALLED CONCEALED IN WALL OR IN CEILING SPACE. 3/4" C - 2 #12, 1#12 GRD. 3/4" C - 3 #12, 1#12 GRD.
- CONDUIT, INSTALLED CONCEALED IN OR UNDER FLOOR OR BELOW GRADE, 3/4" CONDUIT MINIMUM.
- EXISTING CONDUIT.
- B-5,7 — HOMERUN TO PANEL "B" FOR CIRCUITS 5 AND 7 WITH SEPARATE NEUTRALS.
- INTRUSION DETECTION SYSTEM MOTION SENSOR, ON FLUSH CEILING MOUNTED OUTLET BOX, PROVIDE CABLE TO SYSTEM CONTROL PANEL AT ADMINISTRATION BUILDING PER SHEET E1.1.
- S — PAGING SYSTEM SPEAKER, HOUSING & GRILLE, FLUSH CEILING MOUNTED. PROVIDE CABLE TO SYSTEM CONTROL PANEL AT ADMINISTRATION BUILDING PER SHEET E1.1.
- WP S — EXTERIOR WEATHERPROOF PAGING SYSTEM SPEAKER, HOUSING & GRILLE, SURFACE WALL MOUNTED AT 8' ABOVE GRADE. PROVIDE CABLE TO SYSTEM CONTROL PANEL AY ADMINISTRATION BUILDING PER SHEET E1.1.
- AV — AUDIO/VIDEO OUTLET WITH ONE HDMI CONNECTOR. THE OUTLET SHALL BE EXTRON #PVT PJ1 HDR6B. PROVIDE A DOUBLE GANG EXTRA 3 1/2" DEEP FLUSH IN WALL OUTLET BOX AT +18" UNLESS NOTED OTHERWISE. PROVIDE 1 1/4" CONDUIT FROM OUTLET BOX TO ACCESSIBLE CEILING SPACE.
- VC — AUDIO/VIDEO CONTROLLER (EXTRON MLC PLUS 100). PROVIDE A DOUBLE GANG EXTRA 3 1/2" DEEP FLUSH IN WALL OUTLET BOX AT 45". PROVIDE 1 1/4" CONDUIT FROM OUTLET BOX TO ACCESSIBLE CEILING SPACE.
- ALS — ASSISTIVE LISTENING OUTLET BOX AT 45" FOR AUDIO/VIDEO SYSTEM SOUND OUTPUT TO ALS TRANSMITTER. PROVIDE 1" CONDUIT FROM SOUND OUTPUT TO ALS TRANSMITTER. PROVIDE 1" CONDUIT FROM THE BOX WITH CONDUCTORS TO AV SYSTEM "WAV" BOX.
- CCTV — CCTV CAMERA FLUSH CEILING OUTLET BOX WITH ONE(1)COMPUTER CONNECTOR.PROVIDE CATEGORY 6 CABLE FROM THE NEAREST IDF TO COMPUTER CONNECTOR.
- WAP — FLUSH CEILING OUTLET BOX WITH TWO (2) COMPUTER CONNECTORS. PROVIDE CATEGORY 6A CABLE FROM EACH CONNECTOR TO IDF RACK.
- FX — AUDIO/VISUAL SYSTEM MOUNTING ASSEMBLY AND EQUIPMENT ENCLOSURE (EXTRON #PVS407D). MOUNTED FLUSH IN CEILING. VERIFY EXACT LOCATION PRIOR TO INSTALLATION.
- AV S — AUDIO/VIDEO SYSTEM FLUSH IN CEILING SPEAKER (EXTRON #FF120). VERIFY EXACT LOCATION OF SPEAKER IN ROOM WITH MANUFACTURER PRIOR TO INSTALLATION.
- C — INTRUSION DETECTION SYSTEM DOOR CONTACTS CONCEALED WITH DOOR FRAME WITH 3/4" CONDUIT TO ACCESSIBLE CEILING SPACE.
- PS — AUDIO/VISUAL SYSTEM PAGING SENSORS.
- COMPUTER OUTLET WITH TWO (2) COMPUTER CONNECTORS, UNLESS NOTED OTHERWISE WITH EXISTING 1"C. STUBBED INTO CEILING SPACE. PROVIDE CATEGORY 6A CABLE FROM EACH CONNECTOR TO IDF RACK.
- EMERGENCY LIGHTING FIXTURE, SURFACE ON WALL. STEM INDICATES WALL MOUNTED OUTLET BOX, TYPICAL. PROVIDE LITHONIA #WST OR EQUAL WITH BATTERY PACK AND PHOTOCELL CONTROL.
- DUPLEX CONVENIENCE RECEPTACLE VERTICAL ON FLUSH WALL MOUNTED OUTLET BOX, +18". STEM INDICATES WALL MOUNTED OUTLET BOX, TYPICAL.
- DUPLEX CONVENIENCE RECEPTACLE WITH INTERNAL GROUND FAULT INTERRUPTER, VERTICAL ON FLUSH WALL MOUNTED OUTLET BOX +18".
- DOUBLE DUPLEX (FOUR-PLEX) CONVENIENCE RECEPTACLE ON ONE FLUSH WALL MOUNTED OUTLET BOX +18".
- JUNCTION BOX, FLUSH WALL MOUNTED, +18".
- JUNCTION BOX CONCEALED ABOVE ACCESSIBLE CEILING.
- INDICATES CONNECTION TO EQUIPMENT AS REQUIRED, TYPICAL.
- IP BASED DIGITAL CLOCK +90" AFF WITH 1" CONDUIT TO ACCESSIBLE CEILING SPACE, UNLESS NOTED OTHERWISE.
- A E-1 — EXTERIOR WEATHERPROOF PANELBOARD, ADJACENT LINE INDICATES PANEL FRONT. ADJACENT BALLOON INDICATES PANEL DESIGNATION "A"; SEE DRAWING E-1 FOR PANEL SCHEDULE.
- TERMINAL CABINET OR EQUIPMENT CABINET. ADJACENT LINE INDICATES CABINET FRONT.
- A E-1 — WALL MOUNTED SWITCHGEAR OR PANELBOARD ADJACENT BALLOON INDICATES EQUIPMENT DESIGNATION "DBA", SEE DRAWING E-1 FOR SINGLE LINE DIAGRAM AND/OR SCHEDULE.
- P1 — PUBLIC ADDRESS SYSTEM - 3/4"C.WITH ONE (1)SET OF SPECIFIED CONDUCTORS. P2 - 3/4"C. WITH TWO (2)SET OF SPECIFIED CONDUCTORS.
- ID — INTRUSION DETECTION SYSTEM - 3/4"C. WITH CONDUCTORS AS SPECIFIED.
- D1 — COMPUTER/DATA PROCESSING SYSTEM - 3/4"C., WITH ONE (1) CAT6 CABLE AS SPECIFIED. D2 - 1"C., WITH TWO(2) CAT6 CABLES AS SPECIFIED. D3 - 1 1/4"C., WITH THREE (3) CAT6 CABLES AS SPECIFIED. D4 - 1 1/4"C., WITH FOUR (4) CAT6 CABLES AS SPECIFIED.

A.F.F.	ABOVE FINISH FLOOR	MCB	MAIN CIRCUIT BREAKER
A.F.G.	ABOVE FINISH GRADE	MLO	MAIN LUGS ONLY
AMP, A	AMPERE	MH	METAL HALIDE
A.I.C.	AMPERES INTERRUPTING CAPACITY (SYMMETRICAL)	MCC	MOTOR CONTROL CENTER
CB	CIRCUIT BREAKER	MCM	THOUSAND CIRCULAR MILS
C	CONDUIT	MCP	MOTOR CIRCUIT PROTECTOR
C.O.	CONDUIT ONLY	MTD	MOUNTED
EMT	ELECTRICAL METALLIC TUBING	MW	MICROWAVE
FT or '	FEET	NEC	NATIONAL ELECTRICAL CODE
FA	FIRE ALARM	NC	NORMALLY CLOSED
FLA	FULL LOAD AMPS	NO	NORMALLY OPEN
GFI	GROUND FAULT INTERRUPTER.	NF	NON-FUSED
GRD	GROUND	NIC	NOT IN CONTRACT
HP	HORSEPOWER	NO.or #	NUMBER
IN. or "	INCHES	OFCI	OWNER FURNISHED,CONTRACTOR INSTALLED
IG	ISOLATED GROUND	PH.or Ø	PHASE
J-BOX	JUNCTION BOX	PROVIDE	FURNISH, INSTALL AND CONNECT.
KVA	KILOVOLT AMPERES	PA	PUBLIC ADDRESS
KW	KILOWATT	REC, RECEPT	RECEPTACLE
LCL	LONG CONTINUOUS LOAD	U.N.O.	UNLESS NOTED OTHERWISE
LF.	LINEAR FEET		
LTG, LTS	LIGHTING		
LPS	LOW PRESSURE SODIUM		

AGENCY:

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REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

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DISTRICT:

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PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

REV.	DESCRIPTION	DATE

SYMBOL LIST, SINGLE LINE DIAGRAM AND DETAILS

JOB NO.: 558.108
DATE: 11/24/2025
DRAWN BY: FBA
CHECKED BY: FBA
SHEET:

E-0.1

FBA Engineering / Plot Date: 12/2/2025 4:11 PM / Plotted by: John Nguyen / Drawing Location: I:\558\108\E-0.1_558108-SYMBOL LIST AND GENERAL NOTE.dwg

FIRE ALARM SYSTEM EQUIPMENT SCHEDULE

SYMBOL	DESCRIPTION	MANUFACTURER MODEL NO.#	MNT. HEIGHT REQ.	BACKBOX REQ.	CSFM NO.#	NOTES
FACP	EXISTING FIRE ALARM PANEL "EFACP"	GAMEWELL E3 SERIES	+72" A.F.F. TO TOP OF BACKBOX	BACKBOX INCL.	-	
	DIGITAL AMPLIFIER PANEL "FAVE"	GAMEWELL FIREVAC IV	+72" A.F.F. TO TOP OF BACKBOX	BACKBOX INCL.	6911-1703:0112	
	FIRE ALARM NAC EXPANDER PANEL "RPS"	POTTER PSN-106	+66" A.F.F. TO TOP OF BACKBOX	BACKBOX INCL.	7315-0328:0189	
	FA ADDRESSABLE PHOTOELECTRIC SMOKE DETECTOR	GAMEWELL/FCI ASD-PL2F	FLUSH ON CEILING	4S BOX W/3-0 GANG RING	7272-1703:0121	
	FA 190° DEGREE ADDRESSABLE HEAT DETECTOR	GAMEWELL/FCI ATD-HL2RF	ATTIC SPACE	4S BOX W/3-0 GANG RING	7270-1703:0115	
	FA SPEAKER (WEATHERPOOF)	SYSTEM SENSOR SPRK	WALL MNT. +90° A.F.G. TO TOP OF BOX	WP BACKBOX	7320-1653:0201	
#cd	FA CEILING SPEAKER/STROBE (LED) (#cd DENOTES CANDELA RATING)	SYSTEM SENSOR SPSCRL	FLUSH ON CEILING	4S BOX OR SBBCRRL	7320-1653:0505	

FIRE ALARM SEQUENCE OF OPERATIONS

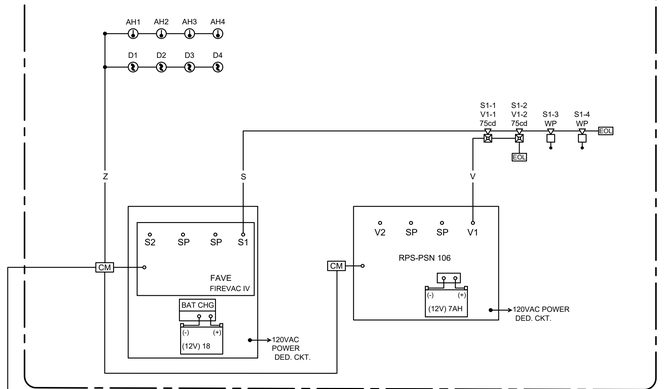
	SYSTEM INPUTS / SYSTEM OUTPUTS	AREA SMOKE DETECTOR	ATTIC SPACE HEAT DETECTOR	FIRE ALARM 120VAC POWER FAILURE	FIRE ALARM SYSTEM LOW BATTERY	OPEN CIRCUIT	GROUND FAULT	NAC CIRCUIT SHORT	NOTES	
A	ANNUNCIATE ALARM CONDITION AND ACTIVATE ALARM SIGNAL AT MAIN FACP/FAVE AND REMOTE ANNUNCIATOR	X	X							A
B	ANNUNCIATE SUPERVISORY CONDITION AT FIRE ALARM CONTROL PANEL AND REMOTE ANNUNCIATOR									B
C	ANNUNCIATE TROUBLE CONDITION AND SOUND BUZZER AT FACP/FAVE AND REMOTE ANNUNCIATOR	WIRING FAULT	WIRING FAULT	X	X	X	X	X	[1]	C
D	ACTIVATE ALL NOTIFICATION AUDIBLE/VISUALS THROUGHOUT THE FACILITY/CAMPUS ON ALARM	X	X							D
E	TRANSMIT ALARM, TROUBLE OR SUPERVISORY SIGNALS TO 24HR CENTRAL MONITORING STATION	X	X	X	X	X	X	X		E

NOTES:
[1] INDICATE TROUBLE ON WIRING FAULT OR DEVICE AS REQUIRED.

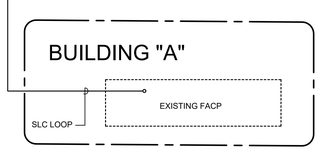
*** FIRE ALARM SYSTEM SHALL TRANSMIT THE ALARM, SUPERVISORY AND TROUBLE SIGNALS THROUGH THE TELEPHONE LINES TO AN APPROVED MONITOR COMPANY IN ACCORDANCE WITH NFPA 72. THE MONITOR COMPANY SHALL BE LISTED AS EITHER UUFX (CENTRAL STATION) OR UUJS (REMOTE & PROPRIETARY) BY THE UNDERWRITERS LABORATORY INC. ***

FIRE ALARM RISER

NEW RELOCATBLES



BUILDING "A"



SYSTEM CALCULATIONS

GAMEWELL FCI E3 SERIES — **BATTERY BACKUP CALCULATION - "EFACP"** — **A#04-101855**

PANEL	DESCRIPTION	STANDBY SUPV. CURRENT (A)	STANDBY ALARM CURRENT (A)	ALARM SUPV. CURRENT (A)	ALARM CURRENT (A)
E3 SERIES	EXISTING PANEL LOAD	N/A	N/A	0.9800	13.1630
			SUB-TOTAL	**0.9800**	**13.1630**

QTY	DEVICE	DESCRIPTION	STANDBY SUPV. CURRENT (A)	STANDBY ALARM CURRENT (A)	ALARM SUPV. CURRENT (A)	ALARM CURRENT (A)
4	ASD-PL2F	SMOKE DETECTOR	0.0003	0.0065	0.0012	0.0260
4	ASD-HL2RF	190 DEGREE ATTIC SPACE HEAT DET.	0.0003	0.0065	0.0012	0.0260
				SUB-TOTAL	1.9624	26.3780
				TOTAL =	**2.9424**	**39.5410**

[A] TOTAL SUPERVISORY CURRENT =	2.9424
[B] STANDBY HRS REQUIRED	24
[C] TOTAL SUPERVISORY [A] (X) STANDBY [B] =	**70.6176**
[D] TOTAL ALARM CURRENT =	39.5410
[E] ALARM TIME REQUIRED (5-MINS) =	0.085
[F]=TOTAL ALARM [A] (X) MINUTES [E] =	3.3610
[G] TOTAL=[C] SUPV. + [F] ALARM TIME =	73.98
MINIMUM AMP HOURS REQUIRED =	**73.98**
ADDITIONAL 25% DE-RATING SAFETY FACTOR =	**92.47**
BATTERY SIZE REQUIRED	**98.47**

REMOTE POWER SUPPLY BATTERY CALCULATIONS "RPS"

QTY	DEVICE	STAND BY CURRENT	ALARM CURRENT
1	PSN-106	0.075	0.075
	NAC 1 CKT. AV1	0.000	1.347
	NAC 2 CKT. AV2	0.000	0.817
	NAC 3 CKT. AV3	0.000	1.231
	NAC 4 CKT. AV4	0.000	0.849
	NAC 5 CKT. AV5	0.000	0.720
	NAC 6 CKT. AV6	0.000	0.520
	TOTAL CURRENT DRAW	0.075	5.559

TOTAL STAND-BY CURRENT X 24 HOURS	=	0.075	X	24	=	1.800	A-HR
TOTAL ALARM CURRENT X 5 MINUTES	=	5.56	X	0.083	=	0.461	A-HR
TOTAL MINIMUM AMP HOURS OF BATTERIES					=	**2.261**	**A-HR**
ADDITIONAL 20% DERATING SAFETY FACTOR					=	**2.714**	**A-HR**

NOTES:
1. BATTERY CALCULATION SHALL BE BASED ON 24 HOURS OF STAND BY AND 5 MINUTES IN ALARM.
2. PROVIDE MINIMUM OF 7 A-HOURS ADDITIONAL STANDBY BATTERY POWER.

DEVICE	DEVICE CURRENT (AMPS)	CIRCUIT V1 QTY	FROM FAVE CURR.	CIRCUIT S1 QTY	FROM FAVE CURR.	QTY TOTAL
Notification device type						
75cd	0.111	2	0.222		0.000	**2**
1/2 Watt Speaker (Indoor)	0.070		0.000	2	0.140	**2**
TOTAL CURRENT ON CIRCUIT		0.222	CURR. AMPS	0.140	CURR. AMPS	
(MAXIMUM) WIRE LENGTH		100	FT.	100	FT.	
% VOLTAGE DROP		**0.36**	%	**0.17**	%	
WIRE SIZE	# AWG	12	6530	16	2580	
CIRCUIT LOCATION		Relos Building		Relos Building		

CIRC. MILS		
18 AWG = 1620	VOLTAGE DROP =	DISTANCE X TOTAL CURR. X 21.6 / CIRCULAR MILS
16 AWG = 2580		
14 AWG = 4110		
12 AWG = 6530	% VOLTAGE DROP =	VOLTAGE DROP X 100 / 70.7 (SPK) 24V (STROBE)

CABLE SCHEDULE-WIRE FILL CHART

FIRE ALARM RACEWAY SCHEDULE

WIRETAG	CONDUCTORS/CABLE	MINIMUM CONDUIT SIZE
S	2#16 TSP SOLID (SPEAKER CKT.)	3/4"C.
V	2#12 THHN SOLID (STROBE CKT.)	3/4"C.
Z	2#16 TP SOLID-FPL-(SLC CKT.)	3/4"C.
SB	4#16 THHN SOLID (SBUS CKT.)	3/4"C.
VB	2#16 TSP SOLID (VBUS CKT.)	3/4"C.

Dimensions of Insulated Conductors and fixture wires

Conductor Size AWG	12 AWG THHN/THWN	14 AWG THHN/THWN	16 AWG TFN/TFFN	18 AWG TFN/TFFN
Area (in²)	.0133	.0097	.0072	.0055

Total Areas of Electrical Metallic Tubing

	1/2" Conduit	3/4" Conduit	1" Conduit	1-1/4" Conduit	1-1/2" Conduit	2" Conduit
Total Area	.304 in²	.533 in²	.864 in²	1.496 in²	2.036 in²	3.356 in²
40% Fill	.122 in²	.213 in²	.346 in²	.598 in²	.814 in²	1.342 in²

Maximum Number of Conductors in Trade Sizes of Conduit or Tubing (Based on 40% Conduit Fill)

Circuit Types	Conductor Size AWG	1/2" Conduit	3/4" Conduit	1" Conduit	1-1/4" Conduit	1-1/2" Conduit	2" Conduit
ANNUNCIATOR DATA COMM, AUDIO LOOP CIRCUIT	18	22	38	62	108	148	244
NETWORK, LOW LEVEL AUDIO, SLC LOOP CIRCUIT	16	16	29	48	83	113	186
AUDIBLE CIRCUIT, INTERFACE, INITIATION CIRCUIT, DOOR HOLD PWR, 24VDC PWR, 24VDC RESETTABLE	14	12	22	35	61	84	138
SYNC CIRCUIT, VISUAL CIRCUIT	12	9	16	26	45	61	101

24 HOUR CENTRAL STATION MONITORING INFORMATION

FIRE ALARM SERVICE/MONITORING COMPANY:

BARRY'S SECURITY
16739 VAN BUREN BLVD.
RIVERSIDE, CA

PHONE# 1-800-634-3915
SITE ACCT# L9-5253

CENTRAL STATION MONITORING INFORMATION

AVANTGUARD MONITORING CENTERS (100523-727)
4699 HARRISON BLVD STE 100
OGDEN UT 84403-4368

BP10390-1 CRZM MONITORING STATIONS S3955-1 UUFX SIGNAL AND FIRE ALARM EQUIPMENT SERVICES.

ANCHORAGE NOTES

MEP COMPONENT ANCHORAGE NOTE

ALL MECHANICAL, PLUMBING, AND ELECTRICAL COMPONENTS SHALL BE ANCHORED AND INSTALLED PER THE DETAILS ON THE DSA-APPROVED CONSTRUCTION DOCUMENTS. THE FOLLOWING COMPONENTS SHALL BE ANCHORED OR BRACED TO MEET THE FORCE AND DISPLACEMENT REQUIREMENTS PRESCRIBED IN THE 2022 CBC SECTIONS 1617A.1.18 THROUGH 1617A.1.26 AND ASCE 7-16 CHAPTERS 13, 26, AND 30:

1. ALL PERMANENT EQUIPMENT AND COMPONENTS.
2. TEMPORARY, MOVABLE OR MOBILE EQUIPMENT THAT IS PERMANENTLY ATTACHED (E.G. HARD WIRED) TO THE BUILDING UTILITY SERVICES SUCH AS ELECTRICITY, GAS OR WATER. "PERMANENTLY ATTACHED" SHALL INCLUDE ALL ELECTRICAL CONNECTIONS EXCEPT PLUGS FOR 110/220 VOLT RECEPTACLES HAVING A FLEXIBLE CABLE.
3. TEMPORARY MOVABLE OR MOBILE EQUIPMENT WHICH IS HEAVIER THAN 400 POUNDS OR HAS CENTER OF MASS LOCATED 4 FEET OR MORE ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT IS REQUIRED TO BE RESTRAINED IN A MANNER APPROVED BY DSA.

THE FOLLOWING MECHANICAL AND ELECTRICAL COMPONENTS SHALL BE POSITIVELY ATTACHED TO THE STRUCTURE BUT NEED NOT DEMONSTRATE DESIGN COMPLIANCE WITH THE REFERENCES NOTED ABOVE. THESE COMPONENTS SHALL BE FLEXIBLE CONNECTIONS PROVIDED BETWEEN THE COMPONENT AND ASSOCIATED DUCTWORK, PIPING, AND CONDUIT. FLEXIBLE CONNECTIONS MUST ALLOW MOVEMENT IN BOTH TRANSVERSE AND LONGITUDINAL DIRECTIONS.

A. COMPONENT WEIGHING LESS THAN 400 POUNDS AND HAVING A CENTER OF MASS LOCATED 4 FEET OR LESS ABOVE THE ADJACENT FLOOR OR ROOF LEVEL THAT DIRECTLY SUPPORT THE COMPONENT.
B. COMPONENT WEIGHING LESS THAN 20 POUNDS, OR IN THE CASE OF DISTRIBUTED SYSTEMS, LESS THAN 5 POUNDS PER FOOT, WHICH ARE SUSPENDED FROM A ROOF OR FLOOR OR HUNG FROM A WALL.

THE ANCHORAGE OF ALL MECHANICAL, ELECTRICAL AND PLUMBING COMPONENTS SHALL BE SUBJECT TO THE APPROVAL OF THE DESIGN PROFESSIONAL IN GENERAL RESPONSIBLE CHARGE OR STRUCTURAL ENGINEER DELEGATED RESPONSIBILITY AND ACCEPTANCE BY DSA. THE PROJECT INSPECTOR WILL VERIFY THAT ALL COMPONENTS AND EQUIPMENT HAVE BEEN ANCHORED IN ACCORDANCE WITH THE ABOVE REQUIREMENTS.

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEM BRACING NOTE

PIPING, DUCTWORK, AND ELECTRICAL DISTRIBUTION SYSTEMS SHALL BE BRACED TO COMPLY WITH THE FORCES AND DISPLACEMENTS PRESCRIBED IN ASCE 7-16 SECTION 13.3 AS DEFINED IN ASCE 7-16 SECTIONS 13.6.5, 13.6.6, 13.6.7 AND 13.6.8, AND 2022 CBC, SECTIONS 1617A.1.24, 1617A.1.25 AND 1617A.1.26.

THE METHOD OF SHOWING BRACING AND ATTACHMENT TO THE STRUCTURE FOR THE IDENTIFIED DISTRIBUTION SYSTEM ARE AS NOTED BELOW. THE MEP DESIGN PROFESSIONAL ENGINEER RESPONSIBLE FOR CONTENT ON THESE SHEETS HAS VERIFIED THAT THE DESIGN METHODS IDENTIFIED BELOW ARE IN ACCORDANCE WITH DSA IR 16-13.

MECHANICAL PIPING (MP), MECHANICAL DUCTS (MD), PLUMBING PIPING (PP), ELECTRICAL DISTRIBUTION SYSTEMS (E):

MP ( ) MD ( ) PP ( ) E (X) OPTION 1: PROJECT SPECIFIC DESIGN

MP ( ) MD ( ) PP ( ) E ( ) OPTION 2: DEISGN BASED ON OSHPD OPM, WITH PROJECT SUBMITTAL.

MP ( ) MD ( ) PP ( ) E ( ) OPTION 3: DESIGN BASED ON OSHPD OPM, DEFFERED SUBMITTAL.

DSA ADDITIONAL NOTES

1. APPLICABLE STANDARD NFPA STANDARD 72 (2022) AS AMENDED IN CBC CHAPTER 35.
2. INSTALLATION OF THE SYSTEMS SHALL NOT BE STARTED UNTIL DETAILED DESIGN DOCUMENTS AND SPECIFICATIONS, INCLUDING STATE FIRE MARSHAL LISTING NUMBERS FOR EACH COMPONENT OF THE SYSTEM HAS BEEN APPROVED BY DSA.
3. UPON COMPLETION OF THE INSTALLATION OF THE SYSTEMS, A SATISFACTORY TEST OF THE ENTIRE SYSTEM SHALL BE MADE IN THE PRESENCE OF A DSA PROJECT INSPECTOR (PJ).
4. A STAMPED SET OF APPROVED FIRE ALARM DESIGN DOCUMENTS SHALL BE ON THE JOB SITE AND USED FOR INSTALLATION.
5. ANY DISCREPANCIES BETWEEN THE DRAWINGS AND THE CODE OR RECOGNIZED STANDARDS SHALL BE BROUGHT TO THE ATTENTION OF DSA AND THE ARCHITECT/ENGINEER OF THE PROJECT.
6. DSA, ARCHITECT, ENGINEER AND OWNER SHALL BE NOTIFIED A MINIMUM OF 48 HOURS PRIOR TO THE FINAL INSPECTION AND/OR TESTING.
7. ALL MEMBRANE AND THROUGH-PENETRATIONS OF RATED ASSEMBLIES SHALL BE PROTECTED BY AN APPROVED FIRE STOP SYSTEM AS IDENTIFIED IN CBC CHAPTER 7. UL OR OTHER LAB TESTING CRITERIA. APPROVED TYPES OF MATERIALS SHALL BE IDENTIFIED WITHIN THE FIRE ALARM SECTION OF THE PROJECT SPECIFICATIONS.
8. WALL MOUNTED VISUAL NOTIFICATION DEVICES SHALL HAVE THEIR BOTTOMS MOUNTED AT 80" MINIMUM AND 96" MAXIMUM ABOVE FINISHED FLOOR AS MEASURED TO THE LENS.
9. WALL MOUNTED AUDIBLE NOTIFICATION DEVICES SHALL HAVE THEIR TOPS MOUNTED AT 90" MINIMUM AND 100" MAXIMUM ABOVE FINISHED FLOOR AND NO CLOSER THEN 6" TO A HORIZONTAL STRUCTURE.
10. AUDIBLE DEVICES TO BE AT LEAST 15 DBA ABOVE THE AVERAGE AMBIENT SOUND LEVEL BUT NOT LESS THAN 75 DBA AT 10 FEET OR MORE THAN 110 DBA AT THE MINIMUM HEARING DISTANCE. SOUND LEVEL SHALL BE MAINTAINED FOR DURATION OF AT LEAST 60 SECONDS, 5 DBA MUST BE MAINTAINED.
11. AUDIBLE DEVICES SHALL BE SYNCHRONIZED TEMPORAL CODE 3 PATTERN
12. THE CONTRACTOR SHALL ADJUST/INSTALL ALL DEVICES TO MAXIMIZE PERFORMANCE AND TO MINIMIZE FALSE ALARMS.
13. VISUAL DEVICES SHOULD NOT EXCEED 2 FLASHES PER SECOND AND SHOULD NOT BE SLOWER THAN 1 FLASH EVERY SECOND. THE DEVICE SHALL HAVE A PULSING LIGHT SOURCE NOT LESS THAN 15-CANDELA. VISUAL DEVICES WITHIN 55' FROM EACH OTHER SHALL BE SYNCHRONIZED.
14. UNDERGROUND AND EXTERIOR CONDUITS TO HAVE WATERTIGHT FITTINGS AND WIRE LISTED FOR WET LOCATIONS.
15. ALL FIRE ALARM WIRING SHALL BE FPL (FIRE POWER LIMITED) OR FPLP (FIRE POWER LIMITED PLENUM) AS REQUIRED FOR APPLICATION. WIRING IN CONDUIT ABOVE GROUND MAY BE THHN OR THWN.
16. PER THE CEC, ALL WIRING IS TO BE PULLED THROUGH EACH JUNCTION BOX AND CONNECTED DIRECTLY TO EACH FIRE DEVICE. DO NOT SPLICE THE WIRE. THERE MUST BE AT LEAST 6" OF LEAD WIRE FROM THE BOX TO THE DEVICE. ALL BOXES TO BE SIZED PER CEC.
17. ALL FIRE ALARM CIRCUITS SHALL BE IN RED CONDUIT, APPROVED SURFACE RACEWAY OR OPEN RUN ABOVE CEILINGS. UNDER FLOORS AND IN WALLS IN A NEAT AND PROTECTED MANNER AS INDICATED ON THE DESIGN DOCUMENTS.
21. THE INSTALLING CONTRACTOR SHALL PROVIDE A COMPLETED RECORD OF COMPLETION PER NFPA 72, FIGURE 7.8.2(A) THROUGH (I) AS APPLICABLE.
22. THE INSTALLING CONTRACTOR SHALL PROVIDE SYSTEM PROGRAMMING FOR SUPERVISORY MONITORING PER CFC SECTION 901.6.2
23. SUPERVISORY MONITORING SHALL BE TESTED AND VERIFIED AND SENDING CORRECT SIGNALS IN CONJUNCTION WITH FINAL ACCEPTANCE TEST.
24. OWNER SHALL BE RESPONSIBLE FOR ESTABLISHING AND MAINTAINING A FIRE ALARM SYSTEM MONITORING CONTRACT.

CONDUIT ROUTING NOTES

1. THE INTENT OF THESE DRAWINGS IS TO RESULT IN CONCEALED INSTALLATION OF CONDUIT, BOXES BACKBOXES, AND SIMILAR ELECTRICAL/SIGNAL SERVICES.
2. UNLESS INDICATED OTHERWISE IN THE DRAWINGS, REMOVE EXISTING FINISHES AND RUN CONDUIT IN CONCEALED WALL, FLOOR, OR CEILING VOIDS. IN UTILITY ROOMS THAT ARE NOT NORMALLY OCCUPIED, SUCH AS MECHANICAL / ELECTRICAL ROOMS, CUSTODIAL CLOSETS AND STORAGE ROOMS EXPOSED CONDUIT AND BOXES MAY BE USED.
3. WHERE EXISTING ACCESS PANELS/DOORS ARE AVAILABLE, THEY MAY BE USED FOR ACCESS TO CONCEALED SPACES. PROVIDE AND INSTALL NEW ACCESS PANELS/DOORS IN HARD CEILING AREAS WHERE SIDE ACCESS DOES NOT EXIST.
4. WHERE CONCEALED VOIDS DO NOT EXIST (SUCH AS ON MASONRY OR CONCRETE WALLS), SURFACE MOUNT RACEWAY OF SIZE EQUIVALENT TO THE REQUIRED CONDUIT SIZE, MAY BE USED. ALL PENETRATIONS OF FINISHES AT RACEWAYS SHALL BE PATCHED TIGHT TO THE RACEWAY, OR THE RACEWAY, OR SHALL BE COVERED WITH A TRANSITION FITTING. EXCEPTIONS TO THESE REQUIREMENTS ARE SPECIFICALLY IDENTIFIED IN THESE DRAWINGS.
5. PAINT ALL CONDUIT TO MATCH ADJACENT SURFACE.
6. UNLESS SPECIFICALLY SHOWN ON THESE PLANS NO STRUCTURAL MEMBER SHALL BE CUT, DRILLED NOR NOTCHED WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE STRUCTURAL ENGINEER AND THE DISTRICT STRUCTURAL ENGINEER FROM THE DIVISION OF THE STATE ARCHITECT.

PROJECT SCOPE OF WORK

PROJECT SCOPE OF WORK SUMMARY:

THE SCOPE OF WORK FOR THIS PROJECT INCLUDES THE FOLLOWING:

1. PROVIDE AND INSTALL NAC EXPANDER POWER PANEL AND AMPLIFIER PANEL.
2. PROVIDE AND INSTALL NEW FIRE ALARM DEVICES: SMOKE DETECTORS, HEAT DETECTORS, AUDIBLE-VISUAL DEVICES.
4 PROVIDE AND INSTALL ALL REQUIRED DEVICE BACKBOXES, CONDUITS, CABLE/WIRING AND ALL HARDWARE FOR A COMPLETE AND OPERABLE FIRE ALARM SYSTEM.

FIRE ALARM SYSTEM NOTES

FIRE ALARM COMPLETE PLAN SUBMITTAL

1.0 PROJECT INFORMATION

A. OCCUPANCY GROUP

REFER TO ARCHITECTURAL DRAWINGS.

B. CONSTRUCTION TYPE

REFER TO ARCHITECTURAL DRAWINGS.

C. PENETRATIONS OF FIRE RATED WALLS SHALL BE PROTECTED IN ACCORDANCE WITH CALIFORNIA BUILDING CODE, PART 2, CHAPTER 7, TITLE 24.

REFER TO THE ARCHITECTURAL PLANS FOR FIRE-RATE CORRIDOR(S), OCCUPANCY SEPARATION(S) AND AREA SEPARATION WALL(S).

D. UPON COMPLETION OF SYSTEM INSTALLATION, THE SYSTEM SHALL BE TESTED IN THE PRESENCE OF AND IN A MANNER ACCEPTABLE TO THE ENFORCING AGENCY.

E. PROVIDE A STATEMENT OF COMPLIANCE WHEN REQUESTING INSPECTION CFC 901.2.1

F. THE FIRE ALARM SYSTEM DESIGN FOR THIS PROJECT IS ADDRESSABLE AND FULLY AUTOMATIC WITH VOICE EVACUATION SYSTEM.

2.0 APPLICABLE CODES AND STANDARDS

2025 California Administrative Code (CAC), Part 1, Title 24 CCR
2022 California Building Code (CBC), Part 2, Title 24 CCR
2022 California Electrical Code (CEC), Part 3, Title 24 CCR
2022 California Mechanical Code (CMC), Part 4, Title 24 CCR
2022 California Plumbing Code (CPC), Part 5, Title 24 CCR
2022 California Energy Code, Part 6, Title 24 CCR
2022 California Fire Code (CFC), Part 9, Title 24 CCR
2022 California Existing Building Code (CEBC), Part 10, Title 24 CCR
2022 California Green Building Standards Code (CALGreen), Part 11, Title 24 CCR
2022 California Referenced Standards Code, Part 12, Title 24 CCR
Title 19 CCR, Public Safety, State Fire Marshal Regulations

APPLICABLE STANDARDS
For a list of applicable standards, including California amendments to the NFPA Standards, refer to CBC Chapter 35 and CFC Chapter 80.

B. PARTIAL LIST OF APPLICABLE STANDARDS

NFPA 72	NATIONAL FIRE ALARM AND SIGNALING CODE (CA AMENDED)	2022 EDITION
NFPA 110	EMERGENCY AND STANDBY POWER SYSTEMS	2016 EDITION
UL 268	SMOKE DETECTOR FOR FIRE PROTECTIVE SIGNALING SYSTEMS	2009 EDITION
UL 464	AUDIBLE SIGNAL APPLIANCES	2003 EDITION
UL 521	HEAT DETECTORS FOR FIRE PROTECTIVE SIGNALING SYSTEMS, 1999 EDITION W/ REVISIONS THROUGH JULY 20, 2005	

3.0 UPON RECEIPT OF THE CERTIFICATE OF COMPLIANCE, THE INSTALLER SHALL SUPPLY THE OWNER WITH A WRITTEN OPERATING, TESTING AND MAINTENANCE INSTRUCTIONS, POINT-TO-POINT AS -BUILT DRAWINGS AND EQUIPMENT SPECIFICATIONS.

4.0 NFPA 72 CHAPTER 10,14 INSPECTION TESTING AND MAINTENANCE COMPLETE THE INSPECTION AND TESTING FORM IN ITS ENTIRETY SUBMIT A COPY TO THE DISTRICT, ARCHITECT AND DSA DIVISION OF FIRE AND LIFE SAFETY.

5.0 OCCUPANCY PROHIBITED TO ANY PORTION OF BUILDING UNTIL FIRE ALARM SYSTEM HAS BEEN TESTED AND APPROVED. CBC 901.5, CFC 901.5.1 RECORD DRAWINGS OF ALL INSPECTION, TEST SHALL BE MAINTAINED ON PREMISES MINIMUM THREE YEARS. CFC 901.6.2 (5 YEARS PER TITLE 14) SMOKE DETECTORS TO UTILIZE CALIBRATED MANUFACTURE SENSITIVITY TEST INSTRUMENT. CFC 907.9.4

GENERAL NOTES

1. PORTIONS OF THESE PLANS HAVE BEEN DERIVED FROM INFORMATION TAKEN FROM ORIGINAL ELECTRICAL PLANS. THE INTENT OF THESE PLANS IS TO PROVIDE COMPLETE AND OPERABLE SYSTEMS.
2. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VISIT THE SITE AND BECOME THOROUGHLY FAMILIAR WITH ALL THE FEATURES OF THE BUILDING AND SITE WHICH MAY AFFECT THE PROPER PERFORMANCE OF THIS WORK.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO REFER TO THE DRAWINGS OF OTHER TRADES FOR ADDITIONAL DETAILS AND REQUIREMENTS WHICH AFFECT THE PROPER PERFORMANCE OF THIS WORK.
4. RACEWAY ROUTING, DIMENSIONS, AND EQUIPMENT LOCATIONS ARE APPROXIMATE. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS AND EXACT RACEWAY ROUTING TO CONFORM TO FIELD CONDITIONS.
5. ELECTRICAL DOWN TIME MUST BE APPROVED BY THE DISTRICT. CONTRACTOR SHALL MAKE PROVISIONS TO ACCOMPLISH THE WORK OF THIS CONTRACT WITHOUT UNDUE INTERFERENCE WITH DISTRICT OPERATIONS.
6. ALL EQUIPMENT DEVICES, CONDUIT FITTINGS, JUNCTION BOXES, AND CONSTRUCTION LOCATED OUTDOORS SHALL BE WEATHERPROOF.
7. ALL SIGNAL AND FIRE ALARM SYSTEMS TERMINATIONS MADE IN JUNCTION BOXES SHALL BE EXECUTED USING TERMINAL BLOCKS.
8. SIGNAL AND/OR FIRE ALARM SYSTEMS SPLICES ARE NOT PERMITTED IN UNDERGROUND PULLBOXES.
9. ALL ELECTRICAL EQUIPMENT INCLUDING PANELS, OUTLET BOXES, CONDUITS, ETC., SHALL BE ANCHORED TO BUILDING STRUCTURE. ANCHORING SHALL BE DESIGNED FOR 1.0 GRAVITY LATERAL ACCELERATION OF THE EQUIPMENT.
10. VERIFY THE EXACT LOCATION OF THE RELOCATABLE BUILDING PANELBOARD WITH THE BUILDING MANUFACTURER PRIOR TO ROUGH-IN.
11. WHERE POSSIBLE ALL RACEWAYS SHALL BE ROUTED CONCEALED IN WALLS AND/OR ACCESSIBLE CEILING SPACE.
12. PAINT ALL EXTERIOR CONDUITS AND BOXES TO MATCH SURROUNDING SURFACE COLOR.
13. PROVIDE WEATHERPROOF SEALANT AROUND PRECAST CONCRETE PULL BOX COVERS AFTER WORK IS COMPLETED WITHIN BOX.
14. PROVIDE APPROVED WEATHERPROOF SEALANT AROUND ALL WALL PENETRATIONS. SEAL IN A MANNER ACCEPTABLE TO THE ARCHITECT.
15. PROVIDE CORE DRILLING OF ALL STRUCTURES AS REQUIRED FOR RACEWAY ROUTING AND DISCOVERED SITE CONDITIONS.

AGENCY:

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY ARCHITECTURE + PLANNING
Morrissey Associates, Inc.
313 N. Birch Street, Suite 103
Santa Ana, California 92701
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STAMP:

REGISTERED PROFESSIONAL ENGINEER — STEPHEN R. ZACHER — No. E 10372 Exp. 09-30-26 — ELECTRICAL — STATE OF CALIFORNIA

12/02/2025

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Consulting Electrical Engineers
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949.852.9995 • 949.852.1657 (fax)
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FBA Job Number: 558.108

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

REV.	DESCRIPTION	DATE

FIRE ALARM SYSTEM INFORMATION

JOB NO.:	558.108
DATE:	11/24/2025
DRAWN BY:	FBA
CHECKED BY:	FBA
SHEET:	

E-0.2

FBA Engineering / Plot Date: 12/2/2025 4:11 PM / Plotted by: John Nguyen / Drawing Location: I:\558\108\E-0.2_558108-FIRE ALARM SYSTEM INFO.dwg

ELECTRICAL SPECIFICATIONS

ELECTRICAL SPECIFICATIONS:

PART 1.00 GENERAL

1.01 RELATED DOCUMENTS

A. The requirements of the General Conditions, Supplementary General Conditions and pertinent provisions of sections in Division One of these specifications apply to the work specified in this section.

1.02 SCOPE

A. Work Included: All labor, materials, appliance, tools, equipment, facilities, transportation and service necessary for, and incidental to, performing all operations in connection with furnishing, delivery and installation of the work of this Section, complete, as shown on the drawings and/or specified herein.

1.03 GENERAL SUMMARY OF ELECTRICAL WORK

A. The specifications and drawings are intended to cover a complete installation of systems. The omission of expressed reference to any item of labor or materials for the proper execution of the work in accordance with present practice of the trade shall not relieve the Contractor from providing such additional labor and materials.

B. Refer to the drawings and shop drawings of other trades for additional details which affect the proper installation of this work.

C. The Electrical Drawings are diagrammatic in many respects. It is not within the scope of these drawings to show all necessary bends, offsets, or pullboxes required. Sizes and locations of equipment and wiring may be distorted for clarity on the drawings. Exact locations of all lighting fixtures, outlets, exit signs, wiring devices, and the like, shall be shown on Architectural Drawings, as dimensioned on plans, or as approved by Architect.

D. Before submitting a bid, the Contractor shall familiarize himself with all features of the existing building, and all building drawings and site drawings which may affect the execution of the work. No extra payment will be allowed for failure to obtain this information.

E. This project is a partial remodel of an existing building. Refer to the Architectural Drawings for notes and other electrical requirements not shown on the Electrical Drawings and to determine existing construction to remain as well as new construction. If there are omissions or conflicts between the Electrical Documents and the documents of other trades or between the Electrical Drawings and Specifications, clarify these points with the Architect before submitting a bid. No extra payment will be allowed for failure to obtain this information.

F. Provide all line voltage electrical work, materials and control equipment required for proper operation of the air conditioning, heating, ventilating and plumbing equipment, as specified by the respective trade. This work may or may not be included on the Electrical Drawings.

1.04 LOCATIONS OF EQUIPMENT

A. The drawings indicate diagrammatically the desired locations of arrangements of conduit runs, outlets, equipment, etc., and are to be followed as closely as possible. Proper judgment must be exercised in executing the work so as to secure the best possible installation in the available space and to overcome local difficulties due to space limitations or interference of structural conditions encountered.

B. In the event changes in the indicated locations or arrangements are necessary, due to developed conditions in the building construction or rearrangement of equipment, such changes shall be made without cost providing the change is ordered before the conduit runs, etc., and work directly connected to same is installed and no extra materials are required.

C. The drawings indicate approximate locations of existing conduits. The exact routing shall be verified in field and length of conductors shall be adjusted to the length required.

D. Coordinate and cooperate in every way with other trades in order to avoid interference and assure a satisfactory job.

1.05 QUALITY ASSURANCE, STANDARDS AND SYMBOLS

A. Work and materials in full accordance with the latest rules and regulations of the California Code of Regulations, Title 24,Title "8 Division of Industrial Safety", California Electrical Code, the National Life Safety Code, pertinent N.F.P.A. Publications and other federal or state agencies having jurisdiction.

B. Keep a copy of all applicable codes available at the job site at all times while performing work under this section. Nothing in plans or specifications shall be construed to permit work not conforming to the most stringent of codes.

C. Should any changes be necessary in the drawings or specifications to make the work comply with these requirements, the Contractor shall notify the Architect at once in writing and cease work in parts of the contract which are affected.

1.06 SUBMITTALS

A. Material Lists and Shop Drawings

1. Submit 6 copies of materials list and shop drawings for approval. The materials list of installation materials shall indicate proposed equipment manufacturers. Submittals shall be organized in completed bound groups for materials (i.e., all lighting fixtures or all switchgear, etc.). Departure from the above procedure will result in resubmittals and delays. The Contractor shall verify dimensions of equipment and be satisfied as to fit and that they comply with all code requirements relating to clear working space about electrical equipment prior to submitting shop drawings for approval. Where current limiting fuse devices are specified, submit technical data to indicate fuses adequately protect equipment and that the fuses are selective to the circuit breakers that it protects.

2. Submit shop drawings for all electrical items except installation materials such as conduit, conduit fittings, outlet boxes, 600-volt conductors, wiring devices, etc.

3. Submittals which are intended to be reviewed as a substitution or departure from the contract documents must be specifically noted as such or the requirements of the contract documents will prevail, regardless of the acceptance of the submittal.

4. Shop drawings shall include dimensioned plans, elevations, details, wiring diagrams and descriptive literature of component parts where applicable. Structural calculations and mounting details, signed by a structural engineer registered by the State of California, shall be submitted for all equipment weighing over four hundred pounds, and shall be in compliance with Title 21 of the California Administrative Code.

5. Shop drawings shall include the manufacturer's projected days for shipment from the factory of completed equipment, after the equipment is released for production by the Contractor. It shall be the responsibility of the Contractor to ensure that all material and equipment is ordered in time to provide an orderly progression of the work. The Contractor shall notify the Architect of any changes in delivery which would affect the project completion date.

B. Maintenance and Operation Manuals

1. Contractor shall furnish three copies of typewritten maintenance and operating manuals for all electrical equipment to the Owner and instruct Owner's personnel in correct operation of all equipment at completion of project.

2. Maintenance and operating manuals shall be bound in three-ring, hard-cover, plastic binders and shall be delivered to the Owner with letter of transmittal, carbon copy to the Architect.

C. Portable or Detachable Parts: The contractor shall retain in his possession and be responsible for all portable and detachable parts or portions of the installation such as fuses, keys, locks adapters, locking clips, and inserts until final completion of his work. These parts shall then be delivered to the Owner or his authorized representative and an itemized receipt obtained, with copies of receipt sent to the Architect.

1.07 RECORD DRAWINGS

A. Provide and maintain in good order a complete set of electrical contract prints. Changes to the contract to be clearly recorded on this set of prints. At the end of the project, the Contractor shall transfer all changes to one set reproducible drawings to be delivered unfolded to the Architect.

B. The Contractor shall keep the "as-built" prints up to date current with all work performed.

1.08 CLEANING EQUIPMENT, MATERIALS, PREMISES

A. All parts of the equipment shall be thoroughly cleaned of dirt, rust, cement, plaster, etc., and all cracks and corners scraped out clean. Surfaces to be painted shall be carefully cleaned of grease and oil spots and left smooth, clean and in proper condition to receive paint finish.

1.09 JOB CONDITIONS - PROTECTION

A. Protect all work, materials and equipment from damage from any cause whatever and provide adequate and proper storage facilities during the progress of the work. Provide for the safety and good condition of all the work until final acceptance of the work by the Owner and replace all damaged or defective work, materials and equipment before requesting final acceptance.

B. Provide UL listed fire stop for all penetration through fire rated floor, wall, ceiling and roof assemblies to maintain all fire ratings. The fire stop materials shall be re-enterable and reusable, as manufactured by Nelson, type "FSP", or equal by 3M Company.

1.10 CUTTING AND PATCHING

A. Perform cutting and patching on the construction work which may be required for the proper installation of the electrical work. Patching shall be of the same material, workmanship and finish as specified and accurately match surrounding work to satisfaction of the Architect.

1.11 IDENTIFICATION

A. Panelboards, terminal cabinets, circuit breakers, disconnect switches, starters, relays, time switches, contactors, pushbutton control stations, and other apparatus used for operation of controls of feeders, circuits, appliances, or equipment shall be properly identified by means of descriptive nameplates or tags permanently attached to the apparatus and wiring.

B. Nameplates shall be engraved laminated phenolic. Shop drawings with dimensions and format shall be submitted to the Architect before installation. Attachment to equipment shall be with escutcheon pins, rivets, self-tapping screws or machine screws. Self-adhering or adhesive backed nameplates shall not be used.

C. Provide black-on-white laminated plastic nameplate engraved in minimum 1/4" high letters to correspond with the designations on the drawings. Provide other additional information on nameplates where indicated.

D. For equipment containing or operating on circuits of more than 240 volts nominal, provide red-on-white laminated warning signs engraved in 1/2" high letters to read "CAUTION - 480 (or as applicable) VOLTS".

E. Tags shall be attached to feeder wiring in conduits at every point where runs are broken or terminated and shall include pull wires in empty conduits. Circuit, phase, and function shall be indicated. Branch circuit shall be tagged on panelboards. Tags may be made of pressure sensitive plastic or embossed, self-attached, stainless steel or brass ribbon.

F. Cardholders and cards shall be provided for circuit identification in panelboards. Cardholders shall consist of a metal frame retaining a clear plastic cover permanently attached to the inside of panel door. List of circuits shall be typewritten on card. Circuit description shall include name or number of circuit, area, and connected load.

G. Junction and pullboxes shall have covers stenciled with box number when shown on the drawings, or circuit numbers according to panel schedule. Data shall be lettered in an inconspicuous manner with a color contrasting to finish.

1.12 ELECTRICAL WORK CLOSEOUT

A. Prepare the following items and submit to the Architect before final acceptance.

1. Two copies of all test results as required under this section.

2. Two copies of local and/or state code enforcing authorities final inspection certificates.

3. Copies of as-built record drawings as required under the General Conditions, pertinent Division One Section and Electrical General Provisions.

4. Two copies of all receipts transferring portable or detachable parts to the Owner when requested.

5. Notify the Architect in writing when installation is complete and that a final inspection of this work can be performed. In the event defects or deficiencies are found during this final inspection, they shall be corrected to the satisfaction of the Architect before final acceptance can be issued.

6. Three copies of operating and maintenance instruction books covering all electrical equipment and systems.

1.13 EQUIPMENT SEISMIC REQUIREMENTS

A. Equipment supports and anchorage's provided as part of the contract shall be designed, constructed and installed in accordance with the earthquake regulations of the California Building Code, Title 24, Section 1617A.1.18.

B. For equipment weighing over four hundred pounds provide equipment anchorage details, coordinated with the equipment mounting provision, prepared, signed and "stamped" with PE registration by a civil or structural engineer licensed as a Professional Engineer (PE) in the State of California.

C. Mounting recommendations shall be provided by the manufacturer based upon approved shake table tests used to verify the seismic design of that type of equipment.

D. The seismic requirements are typical for each equipment item exceeding 100 pounds.

PART 2 - PRODUCTS

2.01 CONDUIT

A. Rigid metal conduit: Steel, hot-dip galvanized, sherardized or zinc coated.

B. Intermediate Steel Conduit (IMC): Steel, hot-dip galvanized, sherardized or zinc coated. Couplings and connectors shall be threaded and rated "liquid tight".

C. Electrical metallic tubing: Steel, galvanized or sherardized. Couplings and connectors, seamless steel construction and of the set screw or watertight compression type equal to Thomas & Betts Co. #5123 or #5031 Series, complete with insulated throats.

D. Flexible Conduit: Steel, galvanized. Connector shall be equal to Thomas & Betts Co. #3312 and/or #3332 Series, complete with insulated throat.

E. Liquid-tight flexible conduit: Sealtite Type U.A. with Appleton Series "ST" connectors.

F. Rigid Non Metallic Conduit (RNMC):

1. Polyvinyl Chloride (PVC)-RNMC

a. PVC-schedule 40 heavy wall construction.

b. PVC-schedule 80 extra heavy wall construction.

c. PVC-type EB.

2. RNMC fittings connecting to metallic raceways shall be provided with a ground/bond jumper connection.

2.02 WIRE AND CABLE

A. Copper conductors: #12 AWG minimum unless specifically noted otherwise on the drawings. Conductors #10 AWG and smaller shall be solid and #8 AWG and larger shall be stranded. Type of wire as noted on drawings or as follows:

1. Type THWN/THHN insulation used for all conductors unless otherwise noted.

2. Type THHN insulation used for circuit conductors installed in fluorescent lighting fixture raceways, for conductors connected to the secondary of fluorescent or mercury vapor fixture ballast or other hot locations.

3. Type XHHW or THWN insulation shall be used where conductors are installed in conduit exposed to the weather.

4. The following color code for 120/208 volt branch circuits: Neutral - White (Tape feeder neutrals with white tape near connections); Ground - Green; Isolated Ground - Green with yellow stripe; Phase A - Black; Phase B - Red; Phase C - Blue.

5. The following color code for 277/480 volt branch circuits: Neutral - Grey - Tape feeder neutrals with Grey tape near connections); Ground - Green; Phase A - Brown; Phase B - Orange; Phase C - Yellow.

6. When individual neutral conductors are required for each branch circuit, the color code for the neutral conductors shall be as follows: Phase A - White with Black stripe; Phase B - White with Red Stripe; Phase C - White with Blue stripe. All common neutral conductors, when required, shall be White without any stripes.

7. Feeders identified as to phase or leg in each panelboard with printed identifying tape.

8. Color coding for mechanical and plumbing control wiring shall be an agreed upon color code between the Mechanical/Plumbing Contractor

b. PVC-schedule 80 extra heavy wall construction.

2. RNMC fittings connecting to metallic raceways shall

2.03 OUTLET BOXES

A. Outlet boxes and covers to be pressed steel, knockout type or cast iron with drilled, tapped and plugged holes, hot-dipped galvanized or sherardized. Boxes of proper code size for the number of wires or conduits passing through or terminating therein, but in no case shall box be less than 4" square, unless specifically noted as smaller on the drawings or boxes at end of a run and containing a single device may be of the "Handy Box" type. Covers for flush outlets finish flush with plaster or other finished surface.

B. All boxes for data, telephone and combination outlets shall be 4-11/16" square by 2-1/2" deep minimum, with extension ring as required to accommodate the outlet assembly to be installed.

2.04 SWITCHES

A. Switches shall be totally enclosed, specification grade, toggle switch type, color white with 277 volt A.C. rating for full capacity of contacts with incandescent or fluorescent lamp loads. Switch ratings shall be 20 ampere only. Hubbell #CS1221 or equal by P & S or Leviton. Color as selected by Architect.

B. Where switches are mounted in multiple gang assembly and are operating at 277 volts and/or 277 volts and 120 volts mounted in same outlet boxes, there shall be a barrier installed between each switch.

C. Color of switches shall be as selected by Architect.

2.05 RECEPTACLES

A. All receptacles in flush type outlet boxes shall be installed with a bonding jumper for ground between the grounded outlet box and the receptacle ground terminal. Grounding through the receptacle mounting straps is not acceptable. The bonding jumper shall be sized in accordance with the branch circuit protective device as tabulated herein under "grounding". Bonding jumper shall be attached at each outlet to the back of the box using drilled and tapped holes and washer head screws 6-32 or larger. For receptacles in surface mounted outlet boxes direct metal-to-metal contact between receptacle mounting strap (if it is connect to the ground contacts) and outlet boxes may be used.

B. Duplex convenience receptacles shall be specification grade, color white, 120 volt, 15 ampere, NEMA 5-15R grounding type with grounding contact which is internally connected to the frame. Outlet shall accommodate standard parallel blade cap and shall be back and side wired. Hubbell #CR5252 or equal by P & S or Leviton.

C. Where duplex receptacle is supplied by separate 20-ampere, circuit, receptacle shall be NEMA 5-2OR. Hubbell #CR5352 or equal by P & S or Leviton.

D. Ground fault type duplex receptacle shall be 15 ampere outlet with 20 ampere feed through, NEMA 5-15R. Hubbell #GFR5252 or equal by P & S or Leviton.

E. Isolated Ground receptacles shall be identified with an orange triangle on an orange receptacle body. Hubbell #CR5252IG or equal by P&S or Leviton.

F. Weatherproof receptacle: Ground fault type duplex receptacle. On exposed conduit runs, weatherproof ground fault type receptacles as hereinbefore specified, installed in "FS" conduiet. Covers shall be one of the following door type covers: Hubbell #WP26M or equal by P&S.

G. Special outlets as indicated on drawings.

H. Color of receptacles shall be as selected by Architect.

2.06 PLATES

A. Provide plates for every switch, receptacle, telephone outlet, data outlet. All plates shall be thermoplastic or nylon on all outlets, unless specifically noted otherwise. Color as selected by Architect.

2.07 CIRCUIT BREAKER

A. Where two or three pole breakers occur in the panels, they shall be common trip units. Single pole breakers with tie-bar between handles will not be accepted.

B. Circuit breakers shall be arranged in the panels so that the breakers on the proper trip settings and numbers correspond to the numbering in the panel schedules on the drawings. Circuit numbers of breakers shall be black-on-white micarta tabs or other previously approved method. Circuit number tabs which can readily be changed from front of panel will not be accepted. Circuit number tabs which can shall not be attached to or be a part of the breaker.

C. Circuit breakers shall be bolt on type.

2.08 DISCONNECTS

A. Disconnect switches shall be 250 volt or 600 volt A.C., NEMA Type HD, quick-made, quick-break, h.p. rated, fusible or non-fusible Class "R", in NEMA Type I enclosure, lockable, with number of poles and amperage as indicated on the drawings. Where enclosure is indicated W.P. (weatherproof) switches shall be in rain-tight NEMA Type 3R enclosure, lockable. Maximum voltage, current and horsepower rating clearly marked on the switch enclosure and switches having dual element fuses shall have rating indicated on the metal plate. Manufactured by GE, Square-D or approved equal.

2.09 PANELBOARDS

A. Panelboards shall be flush or surface mounting as indicated with circuit breakers as shown on panel schedule, hinged lockable doors, index card holders and proper bussing.

B. Where indicated on the drawings, panelboards shall be furnished with subfeed breakers and/or lugs, split bussing, contactors, time switches, relays, etc., as required.

C. All panelboards shall be keyed alike.

D. All panelboards shall be finished with one coat of zinc chromate and coat of primer sealer after a thorough cleaning where exposed to public view (e.g., corridors, covered passages, offices, etc.) and gray in switchboard, janitor's heater and storage rooms. Prime coated panelboard shall be painted to match surroundings after installation. Panelboards shall be fabricated of sheet steel of the following minimum gauges; Door and trim #12; enclosure - code

E. Furnish all panelboards and terminal cabinets with manufacturer flush locks and keys except where indicated otherwise herein. Fasten the trim to panelboards and terminal cabinets by means of concealed, bolted or screwed fasteners accessible only when the door is open.

F. Panelboard 208/120 volt, three phase, 4 wire, S/N or 120/240 volt, single phase, 3 wire, S/N.

Panelboard types as manufactured by:

1. Cutler-Hammer.....Type Pow-R-Line 1
2. General Electric.....Type AQ
3. Square D.....Type NQD
4. Siemens.....Type S series

G. Panelboards for 480/277 volt, three phase, 4 wire, S/N.

Panelboard types as manufactured by:

1. Cutler Hammer.....Type Pow-R-Line 1
2. General Electric.....Type "A" Series
3. Square D.....Type NEHB

H. Panelboards shown on the drawings with relays, time clocks or other control devices shall have a separate metal barriered compartment mounted above panel with separate hinged locking door to match panelboard. Provide mounting subbase in cabinet for control devices and wiring terminal strips.

I. Panelboard shall have a circuit index card holder removable type, with clear plastic cover. Index card shall have numbers imprinted to match circuit breaker numbers.

J. Bussing shall be rectangular cross section copper, or silver or tin-plated aluminum. Bussing shall be full length of the enclosure.

K. Panelboards indicated to be suitable for non-linear loads shall be U.L. listed for connection to non-linear loads. Neutral bus shall be rated to carry 200% of the phase bus current rating.

L. Isolated ground bus panelboards supplying circuits with isolated ground receptacles or panelboards indicated to contain isolated grounds on the drawings shall be supplied with an additional ground bus electrically isolated from the panelboard interior, the raceway ground and the non-isolated ground equipment ground bus.

PART 3 - EXECUTION

3.01 GROUNDING

A. All grounding shall be in accordance with cec article 250.

B. Grounding shall be executed in accordance with all applicable codes and regulations and local authorities having jurisdiction.

C. Provide ground conductor in all branch circuit conduits serving receptacle loads.

D. Ground conductors for branch circuit wiring shall be attached at each outlet to the back of the box using drilled and tapped holes and washer head screws, 6-32 or larger.

E. Each panelboard, switchboard, pullbox or any other enclosure in which several ground wires are terminated shall be equipped with a ground bus secured to the interior of the enclosure. The bus shall have a separate lug for each ground conductor. No more than one conductor shall be installed per lug.

3.02 CONDUIT

A. The sizes of the conduits for the various circuits as indicated on the drawings and as required by code for the size and number of conductors to be pulled therein. Open ends capped with approved manufactured conduit seals as soon as installed and kept capped until ready to pull in conductors. Where running thread unions are necessary, only approved manufactured conduit unions used. No bends or offsets will be permitted unless absolutely necessary. Conduits to be concealed except as noted otherwise.

B. Rigid steel conduit or intermediate metal conduit shall be used where placed underground in concrete, in brick or masonry walls or exposed on roofs. Rigid steel conduit shall not be installed in direct contact with the earth or sand. Conduits installed in a wet, or exposed location in concrete have threads filled with red lead. For short runs of conduits installed in the ground and with Architect's approval, conduits may be "hall" lapped with polyvinyl chloride tape equal to Scotch Wrap. Joints to be "double" wrapped. Tape shall be 10 mil. thick.

C. Electrical metallic tubing up to and including 4 inch may be installed as permitted by codes reference within specification.

D. Flexible conduit may be installed as permitted by codes referenced within specifications. Sealtite, flexible conduit used for final connections to motors and in wet, damp or outdoor areas where drawings indicate the use of flexible conduit.

E. Conduits throughout the work shall be securely and rigidly supported. Supports placed not more than 10' apart and with a support provided not more than 3' from any outlet or bend.

F. RNMC Installation Locations

RNMC conduit and RNMC fittings shall be installed in the following locations containing only "non-hazardous material":

1. Underground, concealed below earth grade, unless specifically noted or specified otherwise.

2. Exposed on utility service poles, for pole risers at 9 feet or higher above finish grade, schedule 80 PVC only.

3. RNMC type "EB" conduit(s) shall be concrete encased along the entire length of the conduits for all installation locations.

G. Conduit over metal channel, lath and plaster ceilings securely tied to the furring channels with #16 gauge galvanized wire ties space not over 4' apart.

H. Conduit placed against concrete above ground fastened to the concrete with pipe straps or one-screw conduit clamps attached to the concrete by means of expansion screw anchors and screws.

I. Conduits which are installed at this time and left empty for future shall have polyvinyl rope left in place for future use.

J. Conduit stub ups shall be provided with insulated throat bushings

K. Conduit exposed shall be run at right angles or parallel to the walls or structures. All changes in direction, either horizontally or verecially shall be made with conduit outlet bodies as manufactured by Crouse Hinds or equal. Conduits run on exposed beams or trellis work shall be painted to match surrounding surfaces. Conduits run exposed on roofs shall be rigid steel or intermediate metal conduit and shall be installed on 4 x 4 redwood sleepers, maximum 5 foot on centers. Sleepers shall be set on non-hardening mastic.

L. Re-route conduit where necessary to clear structural and mechanical obstructions.

M. Provide expansion and deflection fittings, with bonding jumper at all building expansion or seismic joint crossings.

3.03 OUTLET JUNCTION BOXES

A. Flush mounted boxes shall be attached to two studs or structural members by means of metal supports.

B. Boxes located above suspended ceiling shall be attached to structural members. Where boxes are suspended, they shall be supported independently of the conduit system by means of hanger rods and/or preformed steel channels. Boxes shall be supported independent of all piping, duct work, equipment ceiling hanger wires and suspended ceiling grid systems.

C. Boxes installed in common party separation walls, in corridor walls and service walls shall be acoustically sealed on the exterior back and sides of the box, including wall openings around the box, with a 1/8" minimum thickness resilient sound absorbing sealant, as manufactured by Lowry and Assoc., Inc.

3.04 WIRE AND CABLE

A. Branch circuit and fixture joints for #10 AWG and smaller wire shall be made with UL-approved connectors listed for 600 volts, approved for use with copper and/or aluminum wire. Connector to consist of a cone-shaped, expandable coil spring placed opposite each other to serve as a built-in insert, insulated with a nylon shall and 2 wings wrench or shall be molded one-piece as manufactured by "Scotchlok".

B. Branch circuit joints #8 and larger screw pressure

lugs made of high strength structural aluminum alloy and UL-approved for use with both copper and/or aluminum wire as manufactured by Thomas & Betts.

C. Splices insulated with plastic splicing tape, half-lapped and at least the thickness of the wire insulation. Tape shall be fresh and quality equal to Scotch.

D. Correspond each circuit to the branch number indicated on the panel schedule shown on the drawings except where departures are approved by the Architect or the Owner's inspectors.

E. All wiring, including low voltage, shall be installed in conduit, unless otherwise noted. Conduit may be omitted for low voltage interconnect wiring between ceiling mounted occupancy sensors where plenum rated wiring is installed above accessible ceilings.

F. Control wiring to conform to the wiring diagrams shown on the mechanical drawings and the manufacturer's wiring diagrams. Control the equipment in the manner specified under the "Mechanical" section of the specifications. Control wire to be color-coded for each in making final connections. Tag all spare conductors.

G. Wiring within panel enclosures to be neatly grouped and laced with Thomas & Betts "Ty-rap" spaced 3" apart and fanned out to the terminals. Tag all spare conductors.

3.05 PANELBOARD MOUNTING

A. Flush mounted panelboards and terminal cabinets shall be securely fastened to at least two studs or structural members. Trim shall be flush with finished surface.

B. Surface mounted panelboards and terminal cabinets shall be secured to walls by means of preformed steel channels securely fastened to at least two studs or structural members.

C. Panelboards shall be installed to insure the top circuit protective device (including top compartment control devices) are not more than 6'-6" above finish floor in front of the panel and the bottom device is a minimum of 12" above the floor. Manufacturer shall specifically indicate on shop drawing submittals each panel where these conditions can not be met.

3.5 PORTABLE ASSISTIVE LISTENING SYSTEM:

A. The Assistive Listening System shall include the following items

1. Instructor (program source) wireless transmitter units.
2. Student (audience) portable wireless receiver units.
3. Plug-in microphones and earphones, for each unit.
4. Multiple program source inputs for, Instructor's microphone, respective room audio / video A/V system input/output and Instructor's computer audio input/output.
5. System accessories.

B. Function

1. The Assistive Listening System shall provide amplified available audio programs for hearing impaired students/audience, originating from classroom/stage/room instructors and audio/video instructional program source materials, and equipment in respective building spaces, rooms, classrooms, and outdoor areas.
2. The audible program shall be transmitted wireless from the program source to the student/audience, with reception coverage throughout not less than approximately 80% of the respective floor space/area space.
3. Shall provide automatic stereo or mono audio full system operation, depending on program source input.
4. The system in each space shall comply with Federal ADA, State and DSA Requirements for the hearing impaired.

2.2 MATERIAL (INFRARED WIRELESS)

A. General

1. All equipment shall be the product of the same Manufacturer.
2. The receivers and transmitters shall be US Government FCC and Industry Canada-approved.
3. Provide power on-off control on each unit, to extend battery duration.
4. As manufactured by Williams Sound; or PhonicEar; or Listen Technologies; or Centrum Sound.

B. Master (Program Source) Transmitter (Infrared Emitter) Units

1. The infrared emitter/transmitter shall be compact, portable units, self-contained ABS/plastic housing/enclosure.
2. The emitter panel shall be a dual-channel system operating on both 2.3 and 2.8MHz invisible infrared light waves frequencies. The channels shall be designated CHANNEL A for the left and CHANNEL B for the right.
3. The emitter shall provide left and right AUDIO IN jacks to accept an input signal from a sound system, left and right SYNC IN/SYNC OUT jacks for master/slave daisy-chaining with other emitters if desired, and left and right MIC-IN jacks to accept an audio signal from a microphone or Audio/Video preamplifier.
4. The emitter shall provide separate LED input level detectors for each channel which illuminate when the audio signal peaks. Stereo and mono audio processing.
5. The emitter shall be mounted by the following methods:
   a. Portable mounted to a table-top-or floor-stand, using accessory support-stand adapter.
6. Each emitter shall provide an array of not less than 130 infrared LEDs covered by an infrared transparent acrylic lens. The infrared signal from each emitter shall cover not less than 3,000 square feet (32,000 cubic feet) enclosed space. Note: For room sizes smaller than 3,000-square feet, the infrared transmitter/emitter infrared output shall be reduced to accommodate the actual smaller room square feet size and height.
7. 120-volt 60Hz AC input to nominal 24-volt DC output (plug-in power-brick) power supply external transformer shall be UL approved, with cable plug-in connection to emitter/transmitter. Provide remote system master on-off control.

C. Student/Audience Receiver Units

1. Battery Power
   a. Power for each unit operation shall be supplied by internal, changeable rechargeable NiCad batteries and alternately by alkaline disposable batteries. Rechargeable batteries shall be recharged without removal from the unit. Each unit shall have a charging indicator light. The batteries shall be recharged from either a portable charger/organizer and with wall transformer/two-unit chargers. The units shall operate for up to 40-hours with alkaline batteries, and up to 15-hours with NiCad (NiMH) batteries.
   b. Provide power on-off control on each unit, to extend battery duration.
   c. A protection circuit shall prevent battery back-drain if the power to the charger is turned off while the unit is being recharged.
2. The receiver shall be a dual-channel unit for wearing around the neck with an adjustable strap. Stereo and mono audio reception and processing.
3. Compatible with the transmitter (emitter) and operate on 2.3 and 2.8MHz frequencies invisible infrared light waves. Self-contained and switchable from CHANNEL A to CHANNEL B through a switch located on the back of the unit.
4. The receiver shall provide an infrared light-gathering lens on the front of the unit to focus the light signal from the emitter onto the infrared detector element. The receiver shall detect and decode the infrared emitter/transmitter light source within a 160-degree acceptance angle.
5. Audio squelch circuit which turns the output circuit off when the infrared signal is reduced or not received, with on/off and volume control.
6. Output jack, which accepts any of the listening accessories. Headsets shall provide magnetic induction pick-up for hearing impaired, hearing aid interface operation.
7. Shall be compact easily portable units, self-contained ABS/plastic housing/ enclosure with red infrared receiver lens. Shall clip to pocket or belt.
8. The minimum number of receivers, straps and earphones to be provided shall be equal to 4% of the total number of seats, but in no case less than two. 25% minimum of receivers, straps and earphones provided, but no fewer than two, shall be hearing-aid compatible in accordance with CBC Section 11B-706.3.

D. Infrared System Accessories

1. Battery recharger portable charger/organizer pack. Locking, portable case with cover, shall accept a group of not less than twelve plug-in portable transmitters and receivers' units in each pack for simultaneous multi-unit battery recharging. Provide a quantity of one organizer for each quantity group of twelve (or fraction thereof) receivers provided as part of the contract.
2. Stereo audio headset style automatic noise canceling microphones, integral on-off-volume control and with behind the neck support style. Each with 25-feet long extension cables and outlet plug-jacks to match transmitter outlet jacks. Provide two cables for each emitter/transmitter.
3. Equipment wall mount support brackets.
4. Auxiliary audio program source 15-feet long cables with plug-in at both ends to match transmitter jacks. Provide two for each transmitter.
5. Headset style earphones with cable and plug to match receiver jacks. Headsets shall provide magnetic induction pick-up for hearing impaired, hearing aid interface operation. Provide one headset for each receiver.
6. Rechargeable Ni-Cad (NiMH) batteries, one complete set for each unit.
7. Locking auxiliary equipment storage cases for cables, microphones, and headsets. Quantity and capacity as required to store all accessories.
8. Portable floor stand, for infrared emitter/transmitter units mounting and support, with variable height adjustment and tip-resistant weighted base. Provide one floor stand for each infrared emitter/transmitter.
9. Locking, portable case for infrared emitter/transmitter. One for each emitter/ transmitter unit.
10. Provide microphone extension cable with plug to match microphone and infrared emitter/transmitter microphone input jack, 25-feet length. One for each micro-phone.

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AGENCY:

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DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

MORRISSEY
ARCHITECTURE + PLANNING
Morrissey Associates, Inc.
313 N. Birch Street, Suite 103
Santa Ana, California 92701
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REGISTERED PROFESSIONAL ENGINEER
STEPHEN R. ZACHER
No. E 10372
Exp. 09-30-26
ELECTRICAL
STATE OF CALIFORNIA
12/02/2025

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949.852.9995 • 949.852.1657 (fax)
fbaengr.com
FBA Job Number: 558.108

DISTRICT LOGO:

Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

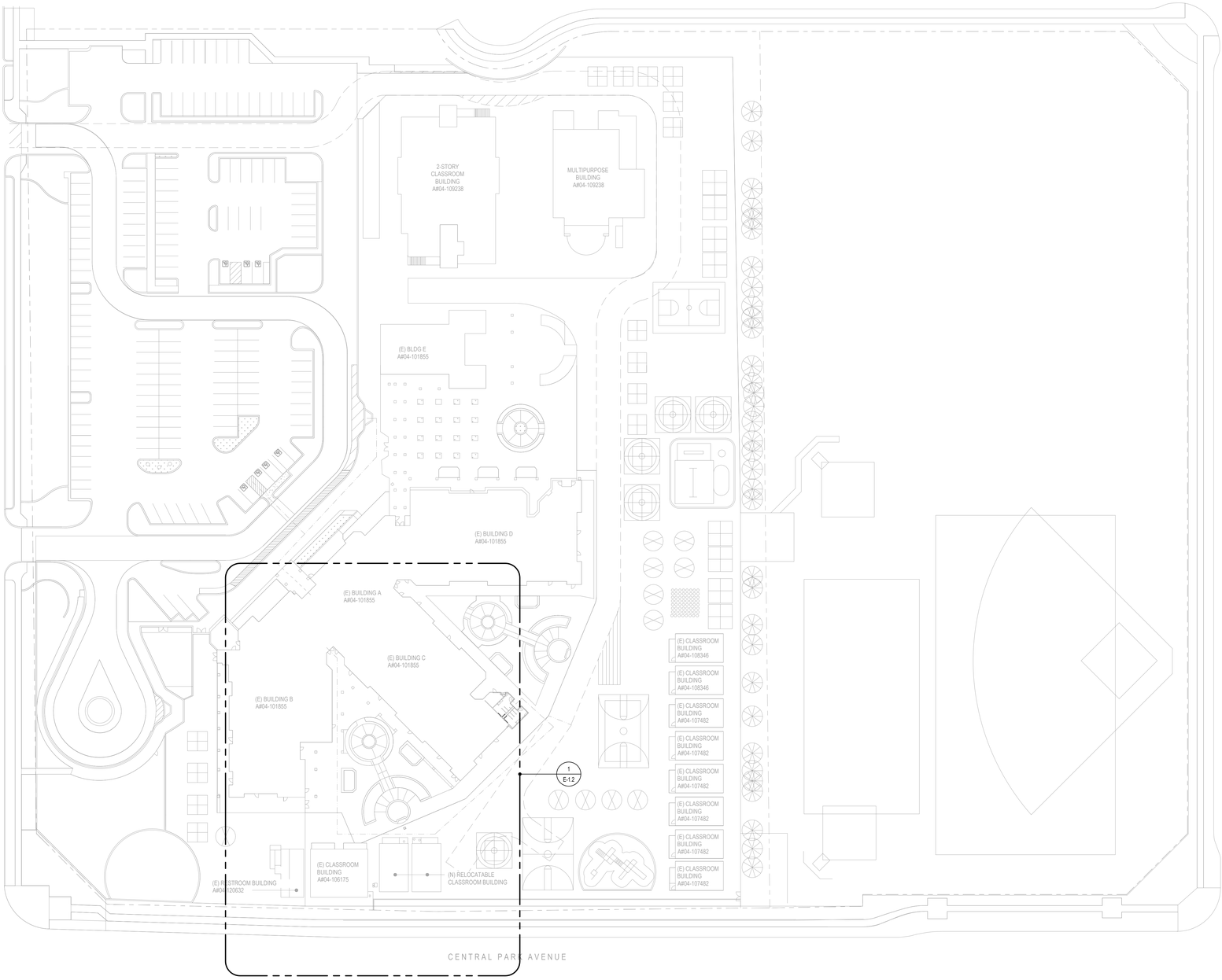
A# 04-125070

REV.	DESCRIPTION	DATE

ELECTRICAL SPECIFICATIONS

JOB NO.:	558.108
DATE:	11/24/2025
DRAWN BY:	FBA
CHECKED BY:	FBA
SHEET:	

E-0.3



0 20' 30' 60'

SCALE: 1" = 40'-0"

NORTH

OVERALL SITE ELECTRICAL PLAN | SCALE: 1" = 40'-0" | 1

PLAN NOTES

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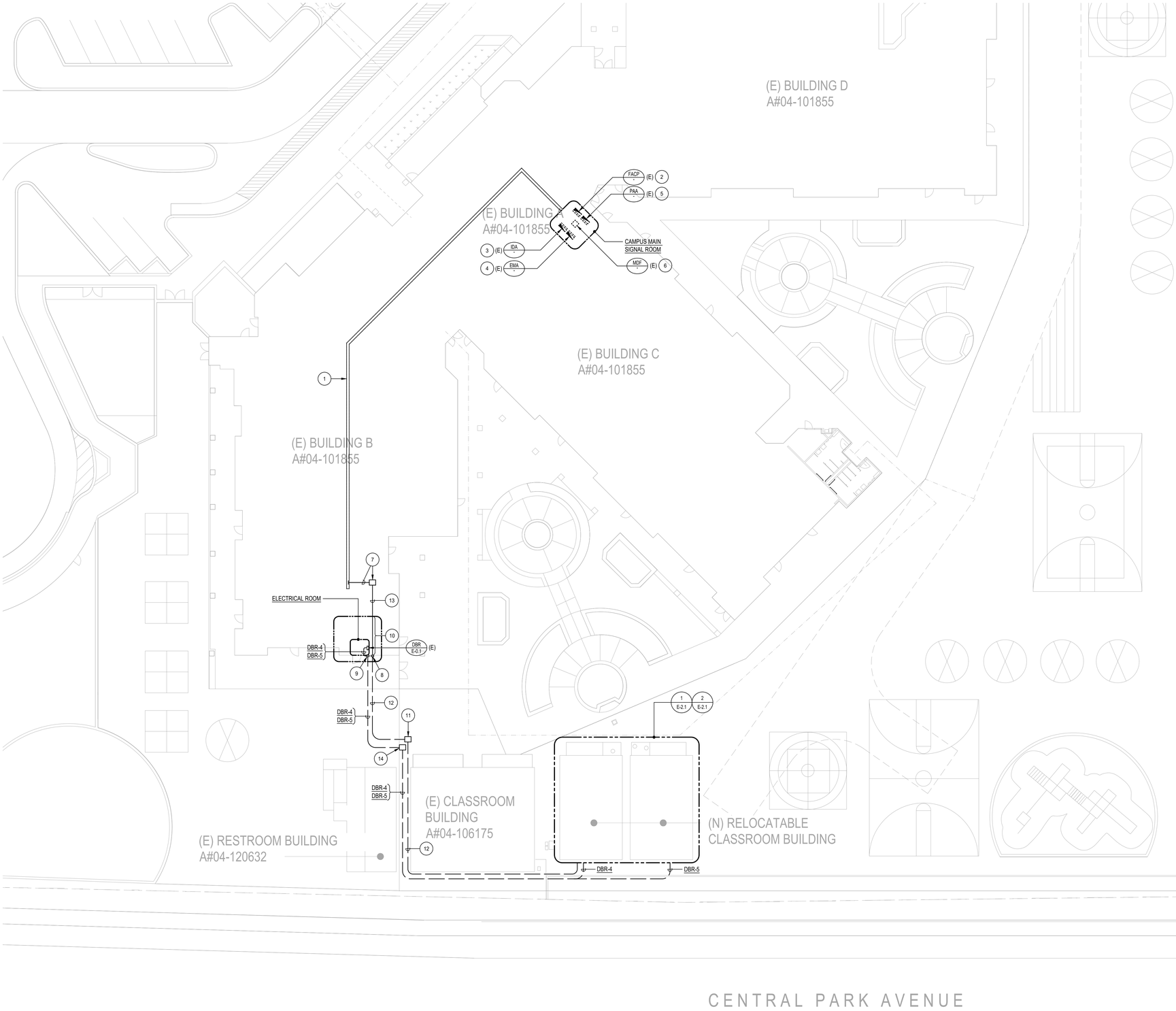
REV.	DESCRIPTION	DATE

OVERALL SITE ELECTRICAL PLAN

JOB NO.:	558.108
DATE:	11/24/2025
DRAWN BY:	FBA
CHECKED BY:	FBA
SHEET:	

E-1.1

FBA Engineering / Plot Date: 12/2/2025 4:11 PM / Plotted by: John Nguyen / Drawing Location: I:\558\108\E-1.1_558108-OVERALL SITE ELECTRICAL PLAN.dwg



0 8' 16' 32'

SCALE: 1/16" = 1'-0"

NORTH

ENLARGED SITE ELECTRICAL PLAN | SCALE: 1/16" = 1'-0" | 1

PLAN NOTES

1. EXISTING CABLE TRAY TO REMAIN. PROTECT IN PLACE.
2. UPGRADE EXISTING FIRE ALARM CONTROL PANEL TO SERVE NEW CONSTRUCTION.
3. UPGRADE EXISTING INTRUSION DETECTION SYSTEM TERMINAL CABINET TO SERVE NEW CONSTRUCTION.
4. UPGRADE EXISTING ENERGY MANAGEMENT SYSTEM TO SERVE NEW CONSTRUCTION.
5. UPGRADE EXISTING PUBLIC ADDRESS SYSTEM TERMINAL CABINET TO SERVE NEW NEW CONSTRUCTION.
6. UPGRADE EXISTING DATA NETWORK MDF RACK TO SERVE NEW CONSTRUCTION. ADD ADDITIONAL FIBER SWITCH IF THERE IS NO FIBER PORT AVAILABLE.
7. PROVIDE 2' X 3' X 6"D. ABOVE CEILING MOUNTED SIGNAL PULL BOX. ROUTE SIGNAL CONDUIT FROM CABLE TRAY TO PULL BOX AND EXTEND TO BUILDING "B" SIGNAL ROOM INDICATED.
8. PROVIDE 12" X 18" X 6"D. WALL MOUNTED POWER PULL BOX. SEE NOTE #2 ON SHEET E-2.1 FOR MORE INFORMATION.
9. PROVIDE 12" X 18" X 4"D. WALL MOUNTED POWER PULL BOX.
10. REFER TO CONDUIT INSTALLATION NOTES ON SHEET E-0.1.
11. PROVIDE 12" X 18" X 24"D. UNDERGROUND CONCRETE PULL BOX WITH BOLT-DOWN TRAFFIC COVER. ENGRAVE: "SIGNAL".
12. PROVIDE SIGNAL SYSTEM CONDUCTORS IN THE FOLLOWING UNDERGROUND CONDUIT.
    - 2"C. - DATA WITH ONE (1) SET OF 12MM FIBER OPTIC CABLE FOR DATA SYSTEM.
    - 2"C. - PUBLIC ADDRESS SYSTEM
    - 1"C. - FIRE ALARM
    - 1"C. - INTRUSION DETECTION
    - 1"C. - EMS SYSTEM
13. PROVIDE SIGNAL SYSTEM CONDUCTORS IN THE ACCESSIBLE CEILING CONDUIT.
    - 2"C. - DATA WITH ONE (1) SET OF 12MM FIBER OPTIC CABLE FOR DATA SYSTEM.
    - 2"C. - PUBLIC ADDRESS SYSTEM
    - 1"C. - FIRE ALARM
    - 1"C. - INTRUSION DETECTION
    - 1"C. - EMS SYSTEM
14. PROVIDE 12" X 18" X 24"D. UNDERGROUND CONCRETE PULL BOX WITH BOLT-DOWN TRAFFIC COVER. ENGRAVE: "POWER".

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12/02/2025

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FBA Job Number: 558.108

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Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

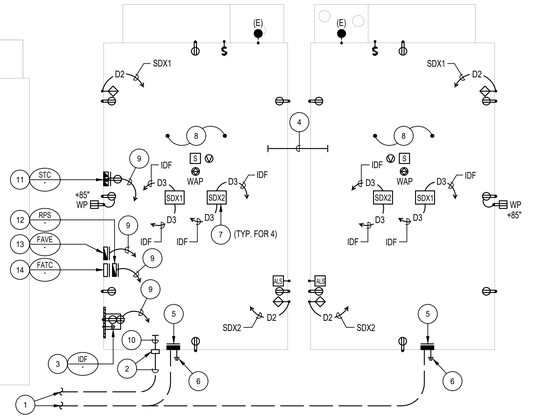
REV.	DESCRIPTION	DATE

ENLARGED SITE ELECTRICAL PLAN

JOB NO.:	558.108
DATE:	11/24/2025
DRAWN BY:	FBA
CHECKED BY:	FBA
SHEET:	E-1.2

FBA Engineering / Plot Date: 12/2/2025 4:11 PM / Plotted by: John Nguyen / Drawing Location: I:\558\108\E-1 2_558108-ENLARGED SITE ELECTRICAL PLAN.dwg

(E) CLASSROOM BUILDING
A#04-106175

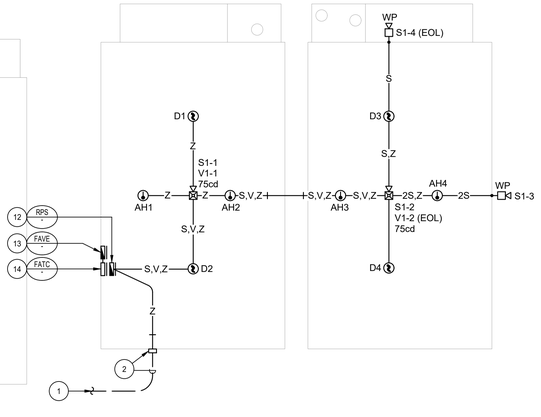


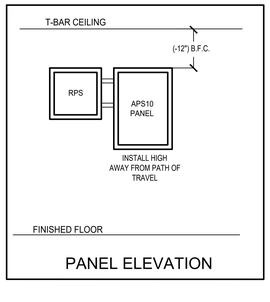
0 4' 8' 16'
SCALE: 1/8" = 1'-0"

NORTH

PORTABLE BUILDING ELECTRICAL PLAN | SCALE: 1/8" = 1'-0" | 1

(E) CLASSROOM BUILDING
A#04-106175





PANEL ELEVATION

FIRE ALARM RACEWAY SCHEDULE

WIRETAG	CONDUCTORS/CABLE	MINIMUM CONDUIT SIZE
B	2#14 THHN SOLID (MISC)	3/4"C.
S	2#16 TSP SOLID (SPEAKER CKT.)	3/4"C.
V	2#12 THHN SOLID (STROBE CKT.)	3/4"C.
Z	2#16 TP SOLID-FPL-(SLC CKT.)	3/4"C.

1. FIRE ALARM CONDUCTORS USED IN WET OR UNDERGROUND LOCATIONS SHALL COMPLY WITH ONE OF THE FOLLOWING:

a) Be moisture-impervious metal-sheathed
b) Be types MTW, RHW, RHW-2, TW, THW, THW-2, THHW, THHW-2, THWN, THWN-2, XHHW, XHHWW-2, ZW
c) Be of a type listed for use in wet locations.

TP = TWISTED PAIR
TPNS = TWISTED UNSHIELDED PAIR
TSP = TWISTED SHIELDED PAIR

0 4' 8' 16'
SCALE: 1/8" = 1'-0"

NORTH

PORTABLE BUILDING FIRE ALARM PLAN | SCALE: 1/8" = 1'-0" | 2

PLAN NOTES

1. SEE SHEET E-1.1 FOR CONTINUATION.
2. PROVIDE 12" X 18" X 6"D. WEATHERPROOF PULL BOX FOR ROUTING SIGNAL SYSTEM CONDUITS. CONDUITS SHALL BE ROUTED EXPOSED ON EXTERIOR WALL TO AN ELEVATION ABOVE THE ACCESSIBLE CEILING INSIDE THE BUILDING. PROVIDE WEATHERPROOF LB TYPE FITTINGS AND PENETRATIONS THROUGH EXTERIOR WALL AND STUB CONDUITS INTO CEILING SPACE AS INDICATED.
3. PROVIDE WALL MOUNTED IDF COMPUTER / CABINET, WITH 3'W. X 4'H. X 3/4" THICK PLYWOOD BACKBOARD AND POWER OUTLET AS INDICATED. PROVIDE GROUND BUS WITH 3/4"C.- #6 GROUND TO BUILDING GROUNDING SYSTEM AND CONNECT AS REQUIRED. SEE DETAIL "4" ON SHEET E-0.1 FOR IDF ANCHORAGE.
4. PROVIDE TWO (2) 3" CONDUIT SLEEVES FOR ROUTING SIGNAL SYSTEM CONDUCTORS. SEE DETAIL "3" ON SHEET E-0.1 FOR MORE INFORMATION.
5. PORTABLE BUILDING'S ELECTRICAL PANEL. PROVIDED BY RELO MANUFACTURER.
6. PROVIDE PORTABLE BUILDING GROUNDING SYSTEM. SEE MODULAR BUILDING GROUNDING DETAIL "2" ON SHEET E-0.1 FOR MORE INFORMATION.
7. PROVIDE "SDX MINI" BOX CEILING MOUNTED AND NETWORK PATCH AUDIO VIDEO CABLES TO TEACHER LOCATION. TEACHER LOCATION WILL BE SPECIFIED AT TIME OF THE INSTALLATION.
8. PROVIDE ASSISTIVE LISTENING SYSTEM DEVICES AND EQUIPMENT FOR CLASSROOM. THE QUANTITY OF PORTABLE RECEIVERS SHALL BE MINIMUM 4% OF THE ROOM'S OCCUPANT LOAD NOT LESS THAN 2 UNITS. SEE SPECIFICATION SECTION # 3.5 PORTABLE ASSISTIVE LISTENING SYSTEM ON SHEET E-0.3 FOR MORE INFORMATION.
9. PROVIDE 3/4"C - 2#12, 1#12 GRD. AND EXTEND TO PORTABLE BUILDING'S PANEL FOR AVAILABLE 120V CIRCUIT.
10. EXTEND SIGNAL SYSTEM CONDUCTOR AND CONNECT TO IDF.
11. PROVIDE 18" X 18" X 4"D. TERMINAL CABINET WITH THREE (3) BARRIERED COMPARTMENT FOR INTRUSION DETECTION, PUBLIC ADDRESS SYSTEM AND ENERGY MANAGEMENT SYSTEM.
12. PROVIDE AND INSTALL FIRE ALARM POWER SUPPLY.
13. PROVIDE AND INSTALL FIRE ALARM VOICE EVAC TERMINAL CABINET.
14. PROVIDE AND INSTALL FIRE ALARM TERMINAL CABINET.

AGENCY:

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APP. 04-125070 INC:
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DATE: 12/18/2025

MORRISSEY
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FBA Job Number: 558.108

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Tustin Unified School District

DISTRICT:

TUSTIN UNIFIED SCHOOL DISTRICT

300 SOUTH C STREET, TUSTIN, CA 92780

PROJECT:

HICKS CANYON ELEMENTARY SCHOOL PORTABLE ADDITIONS

3817 VIEWPARK AVE, IRVINE, CA, 92602

A# 04-125070

REV.	DESCRIPTION	DATE

PORTABLE BUILDING ELECTRICAL PLANS

JOB NO.:	558.108
DATE:	11/24/2025
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CHECKED BY:	FBA
SHEET:	

E-2.1

FBA Engineering / Plot Date: 12/2/2025 4:11 PM / Plotted by: John Nguyen / Drawing Location: I:\558\108\E-2.1_558108-PORTABLE BUILDING ELECTRICAL PLANS.dwg

American Modular Systems

TUSTIN USD - HICKS CANYON ELEMENTARY SCHOOL
(2) 24'x40' CLASSROOMS



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DATE: 12/18/2025

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~~DIV. OF THE STATE ARCHITECT~~
~~APP: 02-123742 INC:~~
~~REVIEWED FOR~~
~~SS ☑ FLS ☑ ACS ☑~~
~~DATE: 11/19/2025~~

APPLICABLE CODES

PARTIAL LIST OF APPLICABLE CODES AS OF JANUARY 1, 2023

- 2022 CALIFORNIA ADMINISTRATIVE CODE (CAC) - PART 1, TITLE 24, CCR)
- 2022 CALIFORNIA BUILDING CODE (CBC), VOLUME 1 & 2 - (PART 2, TITLE 24 CCR) BASED ON THE 2021 INTERNATIONAL BUILDING CODE WITH 2022 CALIFORNIA AMENDMENTS
- 2022 CALIFORNIA ELECTRICAL CODE (CEC) - (PART 3, TITLE 24, CCR) BASED ON THE 2020 NATIONAL ELECTRIC CODE WITH 2022 CALIFORNIA AMENDMENTS
- 2022 CALIFORNIA MECHANICAL CODE (CMC) - (PART 4, TITLE 24, CCR) BASED ON THE 2021 IAPMO UNIFORM MECHANICAL CODE WITH 2022 CALIFORNIA AMENDMENTS
- 2022 CALIFORNIA PLUMBING CODE (CPC) - (PART 5, TITLE 24, CCR) BASED ON THE 2021 IAPMO UNIFORM PLUMBING CODE WITH 2022 CALIFORNIA AMENDMENTS
- 2022 CALIFORNIA ENERGY CODE (CEC) - (PART 6, TITLE 24, CCR)
- 2022 CALIFORNIA FIRE CODE (CFC) - (PART 9, TITLE 24, CCR) BASED ON THE 2021 INTERNATIONAL FIRE CODE WITH 2022 CALIFORNIA AMENDMENTS
- 2022 CALIFORNIA GREEN BUILDING CODE (CGC) - (PART 11, TITLE 24, CCR)
- 2022 CALIFORNIA REFERENCED STANDARDS CODE (PART 12, TITLE 24, CCR)

PARTIAL LIST OF APPLICABLE STANDARDS

• NFPA 13	AUTOMATIC SPRINKLER SYSTEM	2022 EDITION
• NFPA 14	STANDPIPE AND HOSE SYSTEMS	2019 EDITION
• NFPA 17	DRY CHEMICAL EXTINGUISHING SYSTEMS	2021 EDITION
• NFPA 17A	WET CHEMICAL EXTINGUISHING SYSTEMS	2021 EDITION
• NFPA 20	STATIONARY PUMPS	2019 EDITION
• NFPA 24	PRIVATE FIRE MAINS	2019 EDITION
• NFPA 72	NATIONAL FIRE ALARM AND SIGNALING CODE (CALIFORNIA AMENDED) (NOTE: SEE UL, STANDARD 1971 FOR "VISUAL DEVICES")	2022 EDITION
• NFPA 253	CRITICAL RADIANT FLUX OF FLOOR COVERING SYSTEMS	2019 EDITION
• NFPA 2001	CLEAN AGENT FIRE EXTINGUISHING SYSTEMS (CA AMMENDED)	2018 EDITION

GENERAL NOTES

1. SUBSTITUTION OF PRODUCTS OR PROCESSES WHICH CHANGE THE STRUCTURAL SAFETY, FIRE & LIFE-SAFETY, OR ACCESSIBILTY OF THIS BUILDING SHALL BE SUBMITTED TO THE DSA AS AN ADDENDUM OR CONSTRUCTION CHANGE DOCUMENT.
2. PC BUILDING APPROVED ONLY FOR OCCUPANCY "E" OR "B".
3. PC BUILDING EXITING IS BASED ON THE USE OR OCCUPANCY AND WILL BE REVIEWED AS SITE SPECIFIC.
4. PC BUILDINGS LOCATED IN FIRE HAZARD SEVERITY ZONES PER WILDLAND URBAN INTERFACE FIRE AREAS (WUI) SHALL CONFORM TO CBC CHAPTER 7A.
5. AUTOMATIC FIRE SPRINKLER REQUIREMENTS ARE NOT INCLUDED IN THIS PC APPROVAL.
6. THIS PC PLAN SHALL NOT BE USED TO HOUSE "ROOMS OR AREAS WITH SPECIAL HAZARDS" SUCH AS LABORATORIES, VOCATIONAL SHOPS AND OTHER SUCH AREAS NOT CLASSIFIED AS GROUP H, LOCATED IN GROUP E OCCUPANCIES.
7. A SEPARATE DSA APPLICATION NUMBER IS REQUIRED FOR DESIGN & INSTALLATION OF SOLAR PANEL SYSTEMS, ITS ANCHORAGE & SUPPORT STRUCTURE. (NOTE: SOLAR PANEL SYSTEM WEIGHT IS INCLUDED IN BUILDING DESIGN) SOLAR SYSTEM SUBMITTALS SHALL NOT BE SUBMITTED AS AN OVER-THE-COUNTER SUBMITTAL.
8. IF THE STRUCTURE IS LOCATED IN AN AREA WITH LIQUEFIABLE SOIL OR SITE CLASS F, OVER-THE-COUNTER SUBMITTAL IS NOT ALLOWED AND REGULAR PROJECT SUBMITTAL IS REQUIRED. IF THE SITE IS NOT IN A MAPPED LIQUEFACTION HAZARD ZONE, IT MAY BE PRESUMED THAT NO LIQUEFACTION HAZARD EXISTS ON THAT SITE UNLESS A SITE-SPECIFIC GEOTECHNICAL REPORT IDENTIFIES SUCH HAZARD.
9. THIS PC BUILDING IS NOT DESIGNED FOR FLOOD HAZARD AREAS.
10. THE PLACEMENT OF THE PC BUILDING(S) ON OR ADJACENT TO SLOPES SHALL COMPLY WITH THE 'FOUNDATION CLEARANCES FROM SLOPES' SPECIFICATIONS FOUND ON SHEET N2.0 OF THESE DRAWINGS.
11. PC BUILDING SHALL NOT BE PLACED OR BE RELOCATED IN AREAS HAVING A NOISE CONTOUR GREATER THAN OR EQUAL TO 65 CNEL, OR IN AREAS EXPOSED TO A NOISE LEVEL OF 65 dB L_{eq}-1-hr DURING ANY HOUR OF OPERATION WHEN NOISE
12. CONTOURS ARE NOT READILY AVAILABLE, AS SPECIFIED IN CALGREEN CODE, SECTION 5.507.4.1 & 5.507.4.1.1.
13. THIS PC BUILDING IS NOT DESIGNED FOR SNOW LOADS.
14. THIS PC BUILDING IS NOT DESIGNED FOR ICE LOADS.
15. BUILDING SHALL BE MANUFACTURERD IN COMPLIANCE WITH CFC CHAPTER 33 FOR FIRE SAFETY DURING CONSTRUCTION.
16. SUBMITTAL AND APPROVAL OF A GEOHAZARD REPORT BY THE CALIFORNIA GEOLOGICAL SURVEY (CGS) IS NOT REQUIRED FOR SINGLE-STORY MODULAR BUILDINGS PROVIDED THAT THEY DO NOT EXCEED 4,000 SUQARE FEET IN PLAN AREA AND ARE NOT LOCATED WITHIN STATE OR LOCAL GEOLOGICAL HAZARD ZONES IN ACCORDANCE WITH IR A-4, SECTION 3.2.1.
17. THE DESIGN PROFESSIONAL HAS EXEMPTED RAMPS FROM SPECIAL INSPECTION REQUIREMENTS FOR MATERIAL IDENTIFICATION AND STRUCTURAL WELDING. RAMP SHALL NOT BE MODIFIED NOR HAVE SHIMS ADDED CAUSING THE DISTANCE BETWEEN THE HIGHEST RAMP WALKING SURFACE AND THE ADJACENT GRADE TO BE MORE THAN 30 INCHES. IF THIS CONDITION IS NOT MET, STRUCTURAL TESTING AND/OR INSPECTION WILL BE REQUIRED TO VERIFY MATERIALS AND STRUCTURAL WELDING. THIS APPLIES TO SCOPES OF WORK INCLUDING NEW CONSTRUCTION, ALTERATION, OR RELOCATION OF THE RAMP.
18. ACCEPTANCE TESTS BE COMPLETED ON NEWLY INSTALLED OR REPLACEMENT OF LIGHTING CONTROLS, MECHANICAL SYSTEMS, FENESTRATION, AND PROCESS EQUIPMENT BEFORE PROJECT COMPLETION PER THE CALIFORNIA ENERGY CODE SECTION 10-103. ACCEPTANCE TESTS MUST BE PERFORMED BY A CERTIFIED ACCEPTANCE TEST TECHNICIAN (ATT). THE ACCEPTANCE TESTING PROCEDURES MUST BE REPEATED, AND DEFICIENCIES CORRECTED UNTIL THE INSTALLATION OF THE SPECIFIED SYSTEMS CONFORM AND PASS THE REQUIRED ACCEPTANCE CRITERIA. COMPLETED NRCA FORMS SHALL BE SUBMITTED TO THE PROJECT INSPECTOR AND THE DISTRICT.

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BUILDING DATA

OCCUPANCY	E
TYPE OF CONSTRUCTION	V-B
WIND LOAD ASCE 7-16 SECTION 28.5.3 SIMPLIFIED PROCEDURE	V = 99 MPH BASIC WIND SPEED EXPOSURE = C INTERNAL PRESSURE COEFF., $GC_{P,I}$ = ±0.18 RISK CATEGORY II K_{ZT} = 1.00 λ = 1.21 ROOF ANGLE = 1.2°
ICE LOAD	NOT CONSIDERED (SEE GENERAL NOTE #15 THIS SHEET)
SNOW LOAD	NOT CONSIDERED (SEE GENERAL NOTE #14 THIS SHEET)
ROOF LIVE LOAD (MAX PSF)	20
FLOOR LIVE LOAD (PSF)	☐ 50 ☒ 50+15 ☐ 100
RAMP LIVE LOAD (MAX. PSF)	100 (1,000# CONCENTRATED LD)
DESIGN DEAD LOADS (MAX PSF)	18.0 ROOF - 12.0 FLOOR - 10.0 EXT. WALLS
ROOF SOLAR PANELS	3.0 PSF INCLUDED IN ROOF DESIGN DEAD LOADS ABOVE (SEE GENERAL NOTE #7 THIS SHEET)
FIRE SPRINKLER SYSTEM DESIGN WT.	NOT CONSIDERED (SEE GENERAL NOTES #5 THIS SHEET)
ALLOWABLE SOIL PRESSURE (PSF)	1,000 FOR WOOD FOUNDATION
FLOOD HAZARD AREA	NO (SEE GENERAL NOTE #11 THIS SHEET)
RAIN INTENSITY (IN/HR)	3"
BUILDING AREA (SQ. FT.)	(2) 960 SQFT
CLIMATE ZONE GROUP	☐ A (1,16) ☐ B (2-5) ☒ C (6-13) ☐ D (14,15) (REFER TO EN.1 FOR REQUIREMENTS)
MODULES	LIGHT MODULAR STEEL MOMENT FRAMES PER CBC 2212A
SYSTEM	12'x40' MODULES (2 MODULES MINIMUM - 4 MODULES MAX)
FOUNDATION TYPE	WOOD

SITE-SPECIFIC OPTIONS

FLOOR DECK	1⅛" PLYWOOD SHTG.			
WALL STUDS	WOOD			
EXTERIOR WALL FINISH	☒ DURATEMP 303	☐ LAP SIDING		
HVAC	☐ INTERIOR FLOOR MOUNTED	☒ EXTERIOR WALL MOUNTED		
ROOFING	3" x 20 GA. STANDING SEAM			
ROOF PITCH	☒ SINGLE PITCH	☐ DUAL PITCH		
ROOF DIAPHRAGM	STEEL X-BRACING			
FRONT OVERHANG	☐ NO	☒ YES - LENGTH: 5'-0"		
REAR OVERHANG	☐ NO	☒ YES - LENGTH: 2'-9"		
RAMP(S)	☐ NO	☒ YES (SEE SHEET S10.0)		
LIQUEFIABLE SOILS	☒ NO	☐ YES (SEE GENERAL NOTE #10 THIS SHEET)		
MAPPED GEOHAZARD ZONE	☒ NO	☐ YES (AS DEFINED BY PC-6 SECTION 1.8)		
GEOHAZARD REPORT	☒ NO	☐ YES		
IF YES	GEOTECHNICAL FIRM:			
	REPORT #:		REPORT DATE:	
GEOTECHNICAL REPORT	☒ NO	☐ YES		
IF YES	GEOTECHNICAL FIRM:			
	REPORT #:		REPORT DATE:	

☒ THIS SHEET CONTAINS DESIGN OPTION BOXES AVAILABLE FOR SELECTION BASED ON SITE SPECIFIC REQUIREMENTS.

REQUIRED PV SYSTEM SIZE (kW)

CLIMATE ZONE GROUP	BUILDING SIZE		
	24'x40'	36'x40'	48'x40'
	APPROXIMATE CONDITIONED FLOOR AREA		
	960	1440	1920
☐ 1 & 16	NONE	NONE	NONE
☐ 2 - 5	NONE	NONE	NONE
☒ 6 - 13	NONE	NONE	NONE
☐ 14 & 15	NONE	NONE	2.0

SEE SHEET TS2 FOR SHEET INDEX

SITE SPECIFIC WIND VALUES

SITE SPECIFIC BASIC WIND SPEED = 95 MPH WIND EXPOSURE = C

SITE SPECIFIC SEISMIC VALUES

SITE SPECIFIC S_S = 1.295 SITE SPECIFIC S_1 = 0.462 SITE CLASS = D- DEFAULT

SITE SPECIFIC S_{DS} = 1.036 SITE SPECIFIC S_{D1} = N/A

NOTE: SITE SHALL BE SITE CLASS "D" (DEFAULT) IF NO SOILS REPORT

PC BUILDING SEISMIC DESIGN CRITERIA

I_e = 1.0 T = 0.231s R = 3.5 (OMF) RISK CATEGORY II
Ω_O = 3.0 C_d = 3.0 ρ = 1.0 SEISMIC DESIGN CATEGORY: D (S_1 < 0.75) E (S_1 ≥ 0.75)

MAXIMUM STORY DRIFT RATIO = 2.0% (I.E. MAX DRIFT = 0.020 x THE HEIGHT UNDER CONSIDERATION.
LATERAL FORCE RESISTING SYSTEM: LIGHT MODULAR STEEL MOMENT FRAMES PER 2212A
ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE
SEISMIC RESPONSE COEFFICIENT IS BASED ON SHORT PERIOD RESPONSE Sds

NOTE:
PER CBC 1613A.2.3,
S_{DS} (S_{MS}) SHALL NOT BE TAKEN AS LESS THAN S_{D1} (S_{M1})

NOTE:
FOR ALL LATERAL LOAD CASES, COMPONENTS AND CLADDING DESIGNED FOR:
S_{DS} = 1.95

☒ **NO SOILS REPORT - ASSUMED SITE CLASS "D" DEFAULT**

S_S = 2.440 MAX (SITE) 1.708 (DESIGN)* F_a= 1.2 S_{DS} = 1.95 (SITE) 1.37 (DESIGN)*
S_1 = 1.213 MAX (SITE & DESIGN) F_v= 1.7 S_{D1} = 1.37 MAX (SITE & DESIGN) C_S = 0.393 W (DESIGN)*

☐ **WITH SOILS REPORT - SITE CLASS "A", "B" OR "D"**

NOTE: GROUND MOTION HAZARD ANALYSIS IS NOT REQUIRED WHERE THE VALUE OF THE PARAMETERS S_{M1} IS INCREASED BY 50% FOR ALL APPLICATIONS OF S_{M1} (ASCE 7-16 w/SUPPLEMENT #3, SECTION 11.4.8, EXCEPTION1)

S_S = 2.932 MAX (SITE) 2.050 (DESIGN)* F_a= 1.0 S_{DS} = 1.95 MAX (SITE) 1.37 (DESIGN)*
S_1 = 1.213 MAX (SITE & DESIGN) F_v= 1.7 S_{D1} = 1.37 MAX (SITE & DESIGN) C_S = 0.393 W (DESIGN)*

☐ **WITH SOILS REPORT - SITE CLASS "C"**

S_S = 2.440 MAX (SITE) 1.708 (DESIGN)* F_a= 1.2 S_{DS} = 1.95 (SITE) 1.37 (DESIGN)*
S_1 = 1.473 MAX (SITE & DESIGN) F_v= 1.4 S_{D1} = 1.37 MAX (SITE & DESIGN) C_S = 0.393 W (DESIGN)*

☐ **WITH SOILS REPORT - SITE CLASS "E"**

NOTE: GROUND MOTION HAZARD ANALYSIS IS NOT REQUIRED WHERE THE EQUIVALENT LATERAL FORCE PROCEDURE IS USED FOR DESIGN AND THE VALUE OF C_S IS DETERMINED BY EQ (12.8-2) FOR ALL VALUES OF *T* (ASCE 7-16 w/SUPPLEMENT #3, SECTION 11.4.8, EXCEPTION 2)

S_S = 1.718 MAX (SITE) 1.718 (DESIGN) F_a= 1.2 S_{DS} = 1.37 (SITE) 1.37 (DESIGN)
S_1 = 1.031 MAX (SITE & DESIGN) F_v= 2.0 S_{D1} = 1.37 MAX (SITE & DESIGN) C_S = 0.393 W (DESIGN)

*PER ASCE 7-16, SECTION 12.8.1.3:
THE VALUE OF C_S AND F_v ARE PERMITTED TO BE CALCULATED USING A VALUE OF S_{DS} EQUAL TO 1.0, BUT NOT LESS THAN 70% OF S_{DS} AS DEFINED IN SECTION 11.4.5, PROVIDED THAT ALL OF THE FOLLOWING CRITERIA ARE MET:
1. STRUCTURE DOES NOT HAVE IRREGULARITIES;
2. STRUCTURE DOES NOT EXCEED FIVE (5) STORIES ABOVE THE LOWER OF THE BASE OR GRADE PLANE;
3. STRUCTURE HAS A FUNDAMENTAL PERIOD, T, THAT DOES NOT EXCEED 0.5 SECONDS;
4. STRUCTURE MEETS REQUIREMENTS FOR REDUNDANCY FACTOR, ρ, TO BE TAKEN AS 1.0;
5. SITE SOIL PROPERTIES ARE NOT CLASSIFIED AS SITE CLASS 'E' OR 'F';
6. STRUCTURE IS CLASSIFIED AS RISK CATEGORY II.

HVAC SCHEDULE

BUILDING SIZE & CLIMATE ZONE GROUP (ZONE)	# OF HVAC			
	3½ TON (BARD)	4 TON (BARD)	4 TON (SYSTEM AIR)	5 TON (SYTEM AIR)
☐ 24'x40' GROUP A (1,16)	1			
☐ 24'x40' GROUP B (2-5)	1			
☒ 24'x40' GROUP C (6-13)		1		
☐ 24'x40' GROUP D (14,15)		1		
☐ 36'x40' GROUP A (1,16)	1			
☐ 36'x40' GROUP B (2-5)	1			
☐ 36'x40' GROUP C (6-13)			1	
☐ 36'x40' GROUP D (14,15)				1
☐ 48'x40' GROUP A (1,16)	2			
☐ 48'x40' GROUP B (2-5)	2			
☐ 48'x40' GROUP C (6-13)	2			
☐ 48'x40' GROUP D (14,15)		2		

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PRE-CHECKED SET NAME

24' x 40' THRU 48' x 40'
(HIGH SEISMIC)
2GO®

SITE SPECIFIC PROJECT NAME

TUSTIN USD
HICKS CANYON ES
(2) 24'-X40' BUILDINGS

MANUFACTURER PROFESSIONAL OF RECORD ON PC

LICENSED ARCHITECT
ANDREW PATRICK DOYLE
No. C12631
Ren. 3-31-27
STATE OF CALIFORNIA

THESE DRAWINGS ARE PRELIMINARY AND NOT FOR CONSTRUCTION UNLESS STAMPED & SIGNED BY THE DESIGN PROFESSIONAL OF RECORD.

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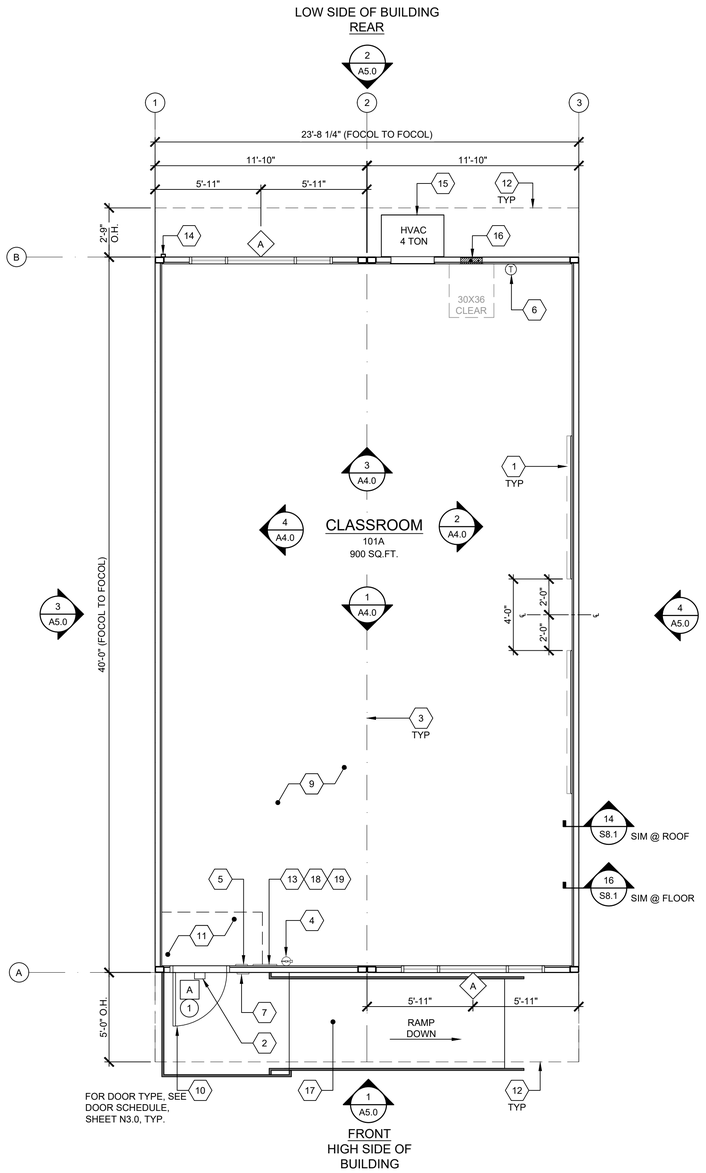
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SCALE:	AS NOTED
DATE:	11/6/25
PROJECT NO:	1984-25

SHEET TITLE:

TITLE SHEET

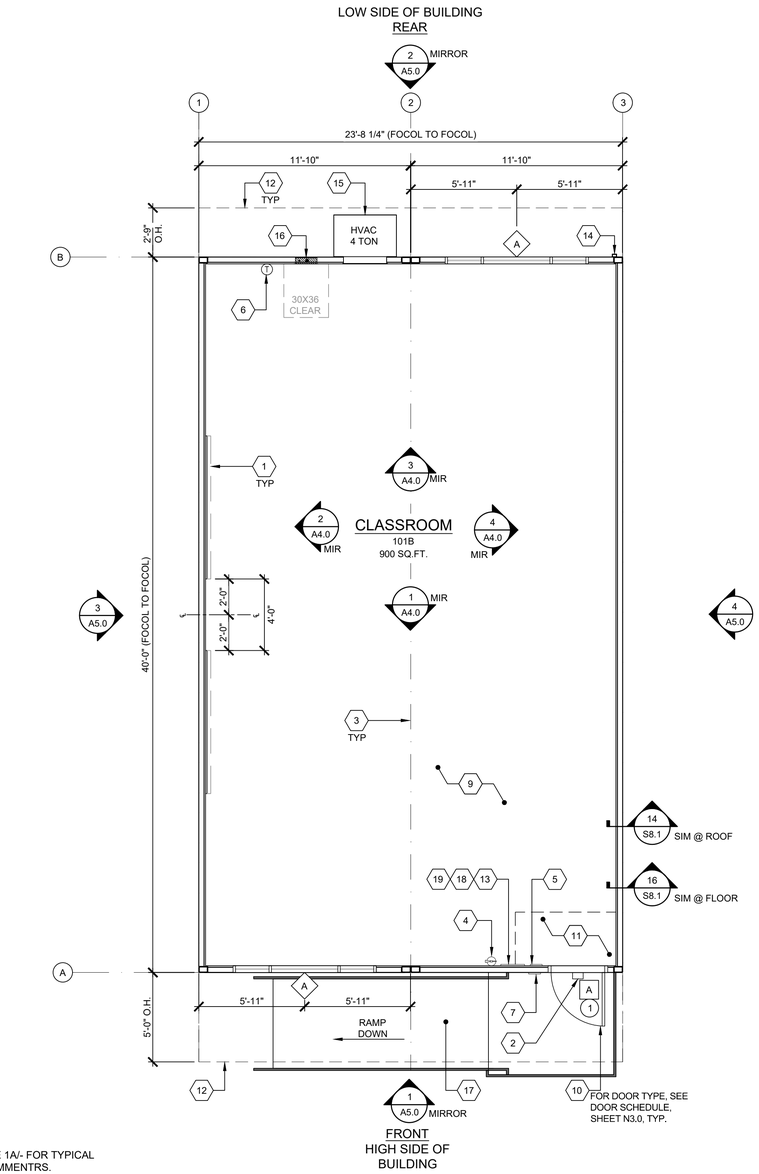
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TS



FLOOR PLAN - BUILDING 'A'

SCALE: 1/4" = 1'-0" 1A



SEE 1A/- FOR TYPICAL COMMENTRS.

FLOOR PLAN - BUILDING 'B'

SCALE: 1/4" = 1'-0" 1B

1. (2) 8'X4' MARKER BOARDS - SEE SHEET A4.0
2. EXTERIOR LIGHT - SEE ELECTRICAL
3. TYP. MOD LINE
4. FIRE EXTINGUISHER - TOP OF HANDLE @ +48" A.F.F.
   4" MAX PROTRUSION FROM WALL IF BOTTOM OF FIRE EXTINGUISHER IS ABOVE 27" A.F.F.
5. TACTILE EXIT SIGN PER DETAIL 10/N4.0 (BY OTHERS)
6. THERMOSTAT - TOP @ 46" A.F.F. - SEE ELECTRICAL SHEETS
7. ROOM SIGNAGE AND I.S.A. PER DETAILS 5&9/N4.0 (BY OTHERS)
8. NOT USED
9. CARPET (BY OTHERS)
10. EGRESS DOOR
11. NON-ABSORBENT FLOOR AREA (2'-0" MIN. IN ALL DIRECTIONS @ ALL ENTRY DOOR) CHANGES IN LEVEL ARE NOT PERMITTED IN DOOR MANEUVERING CLEARANCE. NON-ABSORBENT MATERIAL SHALL BE FLUSH WITH CARPET (11B-404.2.4). (BY OTHERS)
12. OVERHANG
13. OCCUPANT LOAD SIGN PER DETAIL 11/N4.0 (BY OTHERS)
14. DOWNSPOUT - DISCHARGE TO SPLASH BLOCK (U.O.N.)
15. HVAC - SEE MECHANICAL
16. ELECTRICAL PANEL - SEE ELECTRICAL
17. TYPICAL RAMP. REFER TO DETAIL 2/-
18. FLOOR LIVE LOAD SIGN PER 2022 CBC SECTION 106.1 PROVIDED BY OTHERS. *(FLOOR LIVE LOAD SIGN IS REQUIRED ONLY FOR COMMERCIAL OR INSTITUTIONAL BUILDINGS DESIGNED WITH LIVE LOADS EXCEEDING 50 PSF)*
19. ASSISTIVE LISTENING (AL) SIGN POSTED IN PROMINENT PLACE AT OR NEAR THE ENTRANCE PER 17/N4.0.

KEY NOTES

1. ~~REFER TO SHEETS N5.0 FOR POSSIBLE ADDITIONAL FLOOR PLAN CONFIGURATIONS.~~
2. ~~OPTIONAL INTERIOR WALLS MAY OCCUR THROUGHOUT THE BUILDING AS CONSTRUCTED PER SHEET S8.1. THE PC TITLE 24 HAS BEEN RUN FOR THE WORST CASE ENVELOPE BASED ON AREA.~~
3. ~~PANIC HARDWARE COMPLYING WITH C.B.C. 1010.2.9 IS REQUIRED TO BE INSTALLED WHEN THE CONFIGURATION OF ANY ROOM PROVIDES AN OCCUPANT LOAD OF 50 OR GREATER.~~
4. ~~IF OCCUPANCY LOAD EXCEEDS 50, PROVIDE A SECOND EXIT DOOR, PER CBC TABLE 1006.2.1.~~
5. FOR ROOMS OR SPACES CLASSIFIED AS AN ASSEMBLY OCCUPANCY, PROVIDE AN OCCUPANT LOAD SIGN (BY OTHERS) IN A CONSPICUOUS PLACE, NEAR THE MAIN EXIT, PER C.B.C. SECTION 1004.9.
6. ALL PRIMARY EXTERIOR DOOR ENTRIES SHALL BE COVERED TO PREVENT WATER INTRUSION BY USING NONABSORBENT FLOOR AND WALL FINISHES WITHIN AT LEAST 2 FEET AROUND AND PERPENDICULAR TO OPENING, PER CALGREEN, SECTION 5.407.2.2.1.
7. PRIMARY EXTERIOR DOOR ENTRIES SHALL HAVE AT LEAST ONE OF THE FOLLOWING:
   - INSTALLED AWNING AT LEAST 4 FEET IN DEPTH (BY OTHERS).
   - ROOF OVERHANG AT LEAST 4 FEET IN DEPTH.
   - DOOR RECESSED AT LEAST 4 FEET.
   - OTHER METHODS WHICH PROVIDE EQUIVALENT PROTECTION (BY OTHERS).
8. WINDOW PLACEMENT & SIZE MAY VARY AS THE PC TITLE 24 HAS BEEN RUN FOR THE WORST CASE ENVELOPE PROVIDED THAT THE MAXIMUM WINDOW AREA IS 240 SQ. FT. FOR A DOUBLE-WIDE ROOM AND 168 SQ. FT. FOR A TRIPLE WIDE ROOM. JUSTIFICATION OF LARGER AREAS MAY BE BASED ON RATIO AND INTERPOLATION.
9. ~~IF FIRE RATED WALLS ARE REQUIRED DUE TO SITE SPECIFIC REQUIREMENTS, REFER TO DETAILS IN SHEET A8.0 FOR 1-HR RATED DETAILS~~

SITE NOTE

3/16:12 (1%) MINIMUM TO 1/4:12 (2%) MAXIMUM GRADE FROM FACE OF BUILDING MUST BE ADHERED TO FOR WATER RUN-OFF. PONDING MAY OCCUR AROUND THE PERIMETER OF THE BUILDING.

SHEET NOTES

- X / # = MECHANICAL OR PLUMBING FIXTURE - SEE MECHANICAL OR PLUMBING DRAWINGS
- X = KEY NOTE - SEE KEY NOTES ABOVE
- (X) = DOOR TYPE - SEE SCHEDULE, SHEET N3.0
- [X] = DOOR HARDWARE - SEE HARDWARE SCHEDULE, SHEET N3.0
- <X> = WINDOW TYPE - SEE SCHEDULE, SHEET N3.0

SYMBOLS LEGEND

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

~~IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP: 02-123742 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 11/19/2025~~

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PRE-CHECKED SET NAME

24' x 40' THRU 48' x 40'
(HIGH SEISMIC)
2GO®

SITE SPECIFIC PROJECT NAME

TUSTIN USD
HICKS CANYON ES
(2) 24'-X40' BUILDINGS

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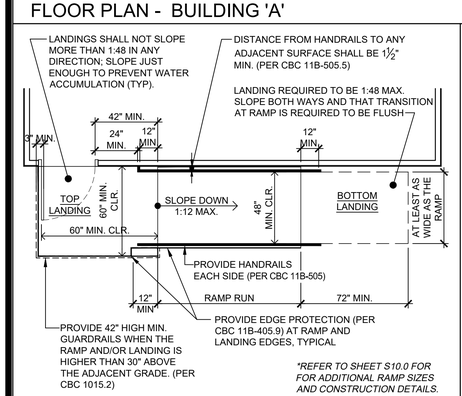
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SCALE:	AS NOTED
DATE:	11/11/25
PROJECT NO:	1984-25

SHEET TITLE:

TYPICAL
FLOOR PLANS

SHEET NUMBER:

A1.0



**REFER TO SHEET S10.0 FOR FOR ADDITIONAL RAMP SIZES AND CONSTRUCTION DETAILS.*

☒ RAMP PLAN

SCALE: 1/4" = 1'-0" 2

☐ NOT USED

SCALE: 1/4" = 1'-0" 3

ENERGY CONTROLS

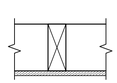
1. DEMAND RESPONSE CONTROLS:
   ONLY REQUIRED IN BUILDINGS LARGER THAN 10,000 S.F., THEREFORE, NOT REQUIRED FOR THIS PC.
2. AUTOMATIC DAYLIGHTING CONTROLS:
   NOT REQUIRED IN ROOMS WHERE COMBINED INSTALLED LIGHTING POWER IN COMBINED SKYLIT & PRIMARY DAYLIT ZONES ARE <120 WATTS. INSTALLED WATTAGE IN PRIMARY SIDELIT DAY LIT ZONE IS 90 WATTS (2x 45w, AS SHOWN ON SHEET E1.0). THEREFORE, AUTOMATIC DAYLIGHTING CONTROLS ARE NOT REQUIRED.
3. ENERGY MANAGEMENT CONTROL SYSTEM (EMCS) CONNECTION:
   PER TITLE 24 CODE, "AN EMCS MAY BE INSTALLED TO COMPLY WITH THE REQUIREMENTS OF ONE OR MORE LIGHTING CONTROLS IF IT MEETS THE MINIMUM REQUIREMENTS". PC MAY CONTAIN OCCUPANCY SENSORS AND PHOTOCELL CONTROL LIGHTING, IN THAT CASE, AN EMCS IS NOT REQUIRED FOR THIS PC.
4. SOLAR-READY ZONE REQUIREMENTS:
   REQUIREMENTS & TABLE CAN BE FOUND ON SHEET A2.0

NOTE:
ANY MONITORING EQUIPMENT OR ASSOCIATED SENSORS ARE SITE SPECIFIC AND ARE NOT INCLUDED IN THE BASE PC.

ENERGY NOTES

ACOUSTIC CONTROLS

1. WHEN THE PRE-CHECK (PC) BUILDING IS SITE ADAPTED, THE BUILDING AND SITE FEATURES SHALL COMPLY WITH THE CALGREEN CODE, SECTION 5.507.4, FOR THE SPECIFIC SITE LOCATION.
2. MINIMUM WALL ASSEMBLIES:
   WALL ASSEMBLIES SHALL BE CONSTRUCTED PER DETAIL SHEETS A5.1, A5.3, & A8.0, WITH EITHER 2x4 WOOD STUDS.
   MINIMUM STC RATINGS LISTED BELOW ARE PER THE CATALOG OF STC & IIC RATINGS FOR WALL AND FLOOR/CEILING ASSEMBLIES, PRODUCED BY THE OFFICE OF NOISE CONTROL, CA DEPARTMENT OF HEALTH SERVICES.



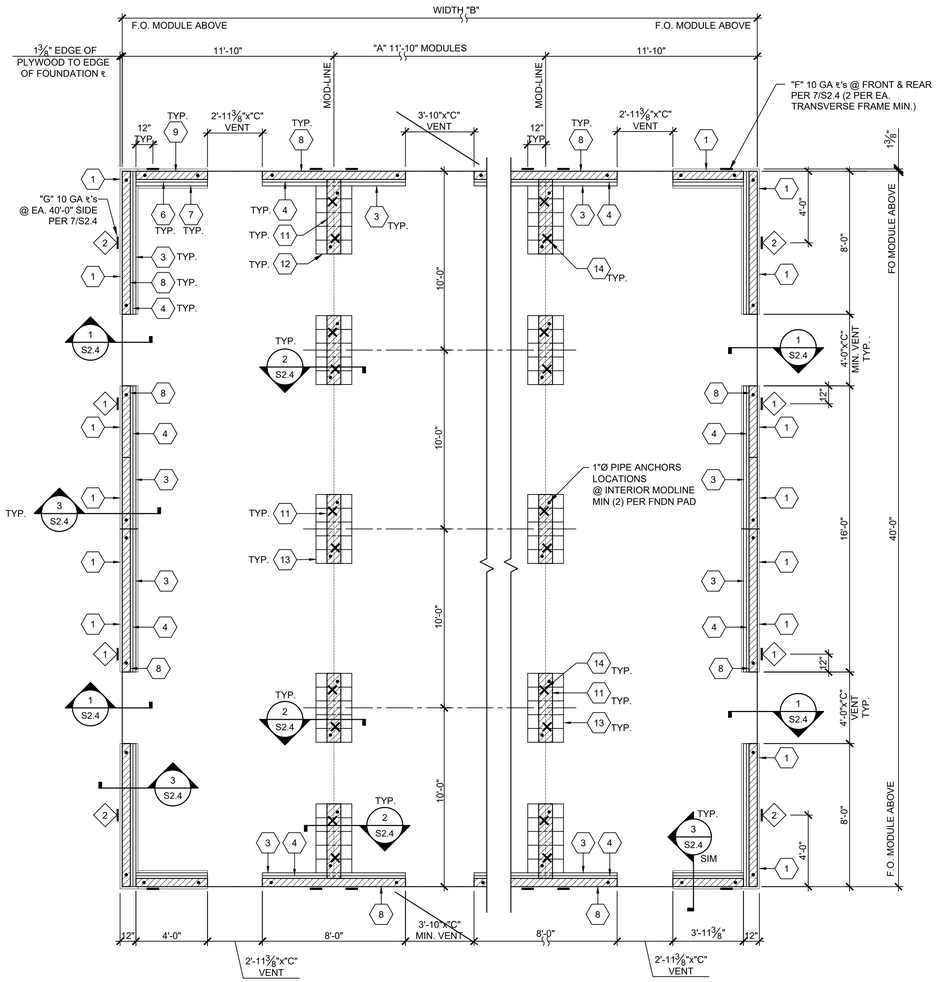
(1) LAYER 1/2" GYPSUM BOARD
SECURED TO MIN. 2x4 STUDS @ 16" O.C. MAX.

STC=28
(CATALOG SECTION 1.2.1.5.4.1)
TEST REF.: NATIONAL RESEARCH COUNCIL OF CANADA - NRC #66

3. NOT USED
4. MINIMUM WINDOW & DOOR RATINGS:
   ALL WINDOWS AND DOORS SPECIFIED ON THE SCHEDULES FOUND ON SHEET N3.0 OF THIS PACKAGE SHALL MEET A MINIMUM STC RATING OF 27.

ACOUSTIC NOTES

REAR



FRONT

WOOD FOUNDATION PLAN (PLYWOOD FLOOR) 50 P.S.F LIVE LOAD + 15 PSF PARTITION LOAD

SCALE: 1/4"=1-0"

A

	BUILDING SIZE (FT)	TOTAL # OF 12' WIDE MODULES	"A" TOTAL # OF CENTER MODULES	"B" TOTAL FOUNDATION WIDTH	TOTAL FLOOR AREA (FT^2)	NET FREE VENT AREA REQ'D (FT^2)	"C" MINIMUM HT OF VENTS (IN)	NET FREE VENT AREA PROVIDED @ 0.73 CLR COVERAGE PER SHEET NOTES (FT^2)	"D" GALV. NAIL O.C. SPACING (IN) (40' WALLS) SEE 3/S2.4	"E" GALV. NAIL O.C. SPACING (IN) ("B" WALLS) SEE 3/S2.4	"F" # OF 10 GA. SHEAR ℄'S @ FRONT & REAR SEE 3/2.4	"G" # OF 10 GA. SHEAR ℄'S @ SIDES (40' WALLS) SEE 3 & 7/S2.4		"H" EDGE NAIL (EN) SPACING (IN) (40' WALLS) SEE 3/S2.4	"J" EDGE NAIL (EN) SPACING (IN) ("B" WALLS) SEE 3/S2.4	"K" # OF ALT. SHEAR ℄'S @ "B" WALLS (2 PER MOD MIN.) SEE 5/S2.4	"L" GALV. NAIL O.C. SPACING (IN) (MODLINES) SEE 2/S2.4
												# OF ℄'S	℄ LOCATIONS				
☒	24'x40'	2	0	23'-8 1/4"	960	6.4	4.5	7.6	12	6	4/SIDE	4/SIDE	1 2	6	3	5/SIDE	9
☐	36'x40'	3	1	35'-6 1/2"	1440	9.6	4.5	9.7	12	6	6/SIDE	4/SIDE	1 2	6	3	7/SIDE	9
☐	48'x40'	4	2	47'-4 3/4"	1920	12.8	6.0	15.7	12	8	8/SIDE	4/SIDE	1 2	6	4	9/SIDE	9

MODULE SCHEDULE - 48' x 40' MAX

B

1. TOP OF WOOD PADS TO BE LEVEL.
2. DO NOT INSTALL BUILDINGS IN AREAS OF WATER LINES.
3. SITE TO BE GRADED TO PREVENT WATER PONDING BENEATH THE STRUCTURE.
4. FOUNDATION WOOD TO BE CUT PERPENDICULAR TO THE FACE GRAIN.
5. PER THE CONTRACT OF THIS PROJECT- THE BUILDING PAD MUST BE A MINIMUM OF 38'-0" FRONT TO REAR, BUILDING WIDTH PLUS 6'-0" SIDE TO SIDE AND SHALL NOT EXCEED 6" OUT OF LEVEL IN ANY DIRECTION.
6. PROJECT ARCHITECT SHOULD VERIFY THE NET AREA OF THE VENT COVER BE EQUAL TO OR LARGER THAN THE VENT AREA REQUIRED SHOWN ON THE TABLE.
7. VENT NET AREA REQUIRED (NFA) IS BASED ON A 1:150 VENTILATION RATIO OF THE NOMINAL BUILDING FLOOR AREA. VENT NFA PROVIDED IS THE ACTUAL VENT GROSS OPEN AREA WITH A MINIMUM REDUCTION PERCENTAGE OF 73% DUE TO THE VENT COVER.

SHEET NOTES

1. ½" x 12" WIDE x 48" LONG PT STRUCTURAL PLYWOOD WITH FACE GRAIN IN SHORT DIRECTION (CDX PLYWOOD)
2. NOT USED
3. SINGLE PT 2 x 10 x 8'-0" LONG ℄
4. SINGLE 2 x 8 x 8'-0" LONG
5. NOT USED
6. SINGLE 2 x 8 x 4'-0" LONG ℄
7. SINGLE 2 x 10 x 4'-0" LONG ℄
8. MULTIPLE 2 x 6 x 8'-0" LONG NAILER AS REQ'D FOR HEIGHT
9. MULTIPLE 2 x 6 x 4'-0" LONG NAILER AS REQ'D FOR HEIGHT
10. NOT USED
11. 2 x 10 BLKG, SEE 2/S2.4
12. (5) 2x12x2'-0" PT ℄ OR (7) 2x10x2'-0" PT ℄ OR (8) 2x8x2'-0" PT ℄, SEE 2/S2.4
13. (5) 2x12x2'-0" PT ℄ OR (6) 2x10x2'-0" PT ℄ OR (7) 2x8x2'-0" PT ℄, SEE 2/S2.4
14. ✕ LOCATION OF FLOOR BEAM ATTACHMENT TO ISOLATED PAD. REFER TO DETAIL 2/S2.4

- 1"Ø GALVANIZED PIPE LOCATIONS - TYPICAL. MINIMUM (2) PER FNDN SECTION AT "B" WALLS, 40' WALLS & MODLINES AS SHOWN ON PLAN

KEY NOTES

ON SOIL:
1"Ø STANDARD WEIGHT (1.315 ACTUAL O.D.) HOT DIPPED GALV. PIPE w/ 12" MIN. PENETRATION MEASURED VERTICALLY BELOW SOIL SURFACE @ 10'-0" O.C., MIN. 2 EA. 2x ℄. DRILL SILL 1⅜"Ø MAX. PIPE MAY BE DRIVEN MAX 45° ANGLE TO VERTICAL.

ON A/C PAVING:
1"Ø STANDARD WEIGHT (1.315 ACTUAL O.C.) HOT DIPPED GALV. PIPE w/ 12" MIN. PENETRATION MEASURED VERTICALLY BELOW PAVING SURFACE @ 10'-0" O.C., MIN. 2 EA 2x ℄. DRILL SILL 1⅜"Ø MAX.

ON CONC PAVING:
1"Ø STANDARD WEIGHT (1.315 ACTUAL O.D.) HOT DIPPED GALV. PIPE w/ 12" MIN, PENETRATION MEASURED VERTICALLY BELOW PAVING SURFACE @ 10'-0" O.C., MIN. 2 EA. 2x ℄. DRILL SILL 1⅜"Ø MAX.
ALT: SIMPSON SS (STAINLESS STEEL) STRONG-BOLT 2'S THRU SILL ℄ w/ MIN. CONC. EMBEDMENT PER SCHEDULE BELOW
(PROVIDE A MINIMUM OF 2 BOLTS AT 2x PLATE LESS THAN 5'-0" AND 4 BOLTS AT 2x PLATE LARGER THAN 5'-0").
ANCHOR BOLTS SHALL BE CENTERED ON THE 2x PLATES AND LOCATED NO CLOSER THAN 4" FROM THE END OF THE PLATES.

FOUNDATIONS:
ALL FOUNDATION MATERIALS IN CONTACT WITH THE GROUND SHALL BE PRESSURE TREATED OR REDWOOD EXCEPT SHIMS MAY BE REDWOOD, HEM FIR OR CEDAR. PRESSURE TREATED DOUGLAS FIR, HEM FIR, PLYWOOD ETC. SHALL BE VERIFIED BY A CERTIFICATE OF TREATMENT STATING: "THE MATERIAL IN THIS UNIT WAS TREATED PER 2022 CALIFORNIA BUILDING CODE. ALL MATERIAL FOR USE IN GROUND CONTACT SHALL BE STAMPED "FOR GROUND CONTACT" (U1 & T1). ALL MATERIAL NOT USED IN GROUND CONTACT SHALL BE HF#2 OR DF#2 "FOR ABOVE GROUND USE." THE IN-PLANT INSPECTOR SHALL VERIFY THAT ALL PRESSURE TREATED FOUNDATION MATERIAL IS CUT FROM AWPA STAMPED STOCK AND THAT ALL CUTS AND HOLES ARE RETREATED PER SPECIFICATIONS. U1 AND T1 MATERIAL SHALL BE BANDED SEPARATELY FOR SHIPMENT TO THE JOB SITE. THE IN-PLANT INSPECTOR'S VERIFICATION OF EACH BANDED UNIT SHALL BE ATTACHED TO THE MATERIAL. CONCRETE OR CONCRETE BLOCK FOUNDATIONS ARE NOT ALLOWED. THE FOOTING DESIGN SHALL PROVIDE FOR SHIMS AND BLOCKS NECESSARY TO PERMIT INSTALLATION ON SITES NOT LEVEL, BUT WITHIN TOLERANCE ALLOWED. INSTALLATION SHALL BE PERMITTED ON EITHER SOIL, CONCRETE OR A/C PAVING, HAVING SUITABLE DESIGN BEARING CAPACITY. THE BUILDINGS SHALL BE SECURELY FASTENED TO THE FOUNDATIONS. THE FOUNDATIONS AND THE METHOD OF FASTENING SHALL BE SUBJECT TO APPROVAL BY THE ARCHITECT AND DSA. PADS SHALL BE DESIGNED FOR A MAXIMUM OF 1000 PSF LOAD ON THE SOIL. PADS SHALL NOT BE PLACED ON TURF.

A VAPOR RETARDING MOISTURE BARRIER SHALL BE INSTALLED UNDER THE FLOOR WHEN THE BUILDING IS INSTALLED LESS THAN 12" ABOVE THE SOIL. A BARRIER IS NOT REQUIRED AT HEIGHT IF THE BUILDING IS INSTALLED OVER CONCRETE (INCLUDING A RAT SLAB) OR A/C/ PAVING.

1. TORQUE TEST PER CBC 1910A.5 TORQUE TEST - MANUFACTURER'S RECOMMENDED INSTALLATION TORQUE AS APPROVED IN AN ICC-ESR PER C.B.C 1910A.5

SILL RESTRAINT

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LICENSED ARCHITECT
PATRICK GAUL
No. C12631
Ren. 3-31-25
STATE OF CALIFORNIA

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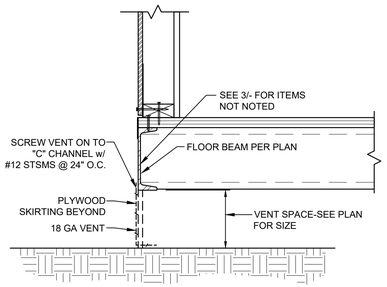
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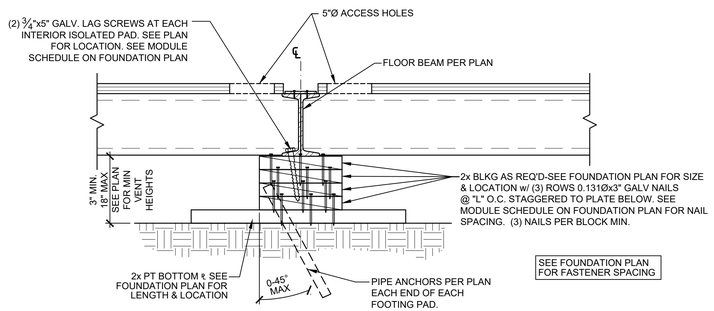
SHEET TITLE:
WOOD FOUNDATION PLAN
50 PSF LIVE LOAD + 15 PSF
PARTITION LOAD

SHEET NUMBER:
S2.1

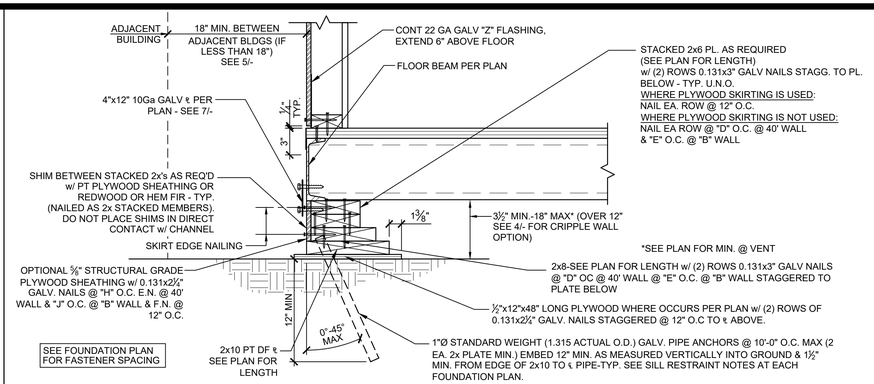
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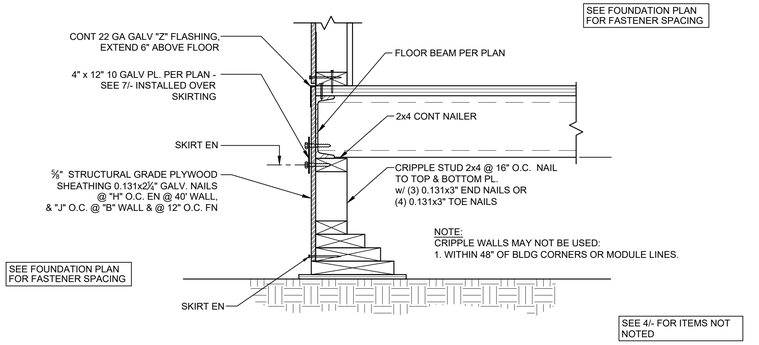
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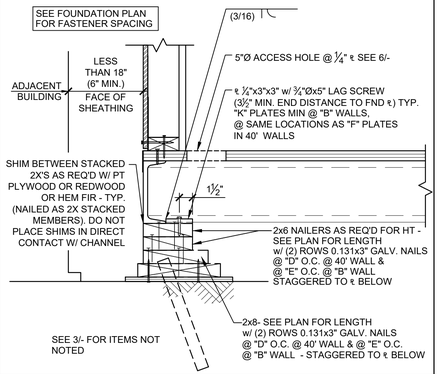
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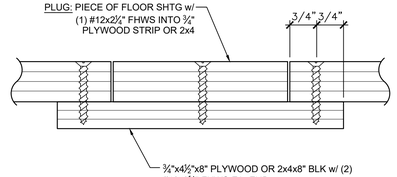
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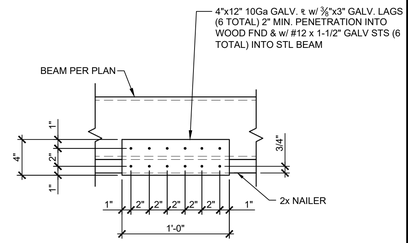
FOUNDATION DETAIL SCALE: 1 1/2"=1-0" 4



FOUNDATION DETAIL SCALE: 1 1/2"=1-0" 5



FILLER ACCESS HOLE DETAIL SCALE: 1 1/2"=1-0" 6



FOUNDATION DETAIL SCALE: 1 1/2"=1-0" 7

ALTERNATE SKIRTING DETAIL SCALE: 1 1/2"=1-0" 8

NOT USED 9

NOT USED 10

NOT USED 11

NOT USED 12

NOT USED 13

NOT USED 14

NOT USED 15

NOT USED 16

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2022 CBC PRE-CHECK (PC) DOCUMENT
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LICENSED ARCHITECT
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Ren. 3-31-25
STATE OF CALIFORNIA

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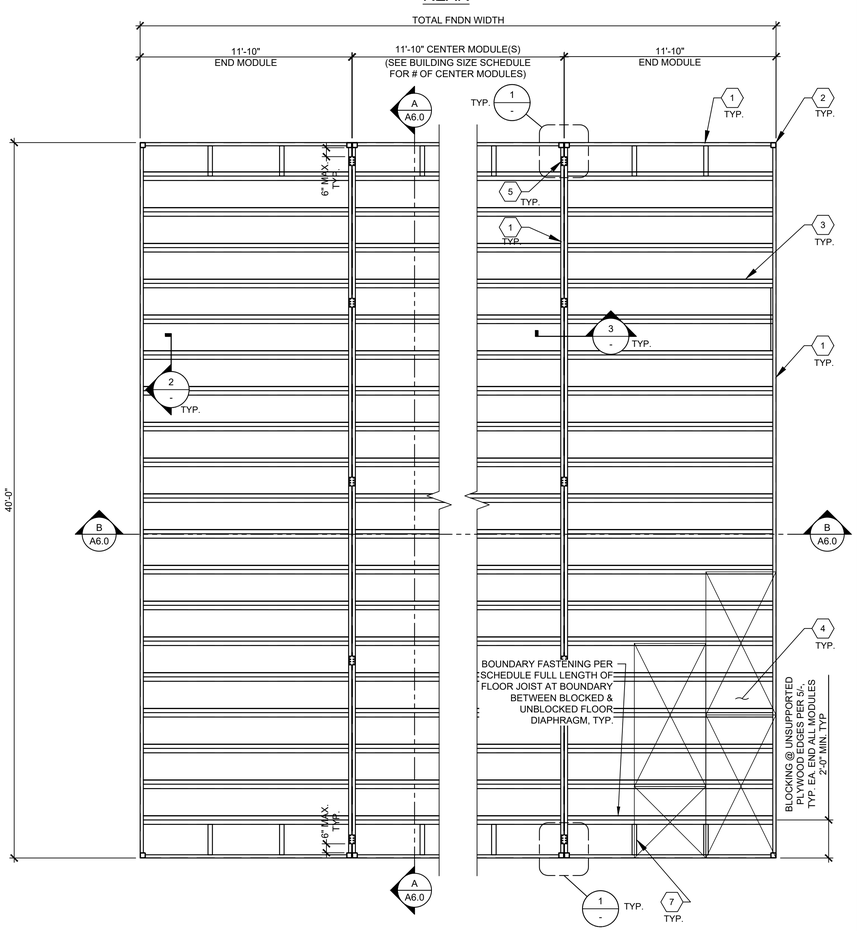
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PROJECT NO:	XXXX-21

SHEET TITLE:

WOOD FOUNDATION DETAILS

SHEET NUMBER:

S2.4

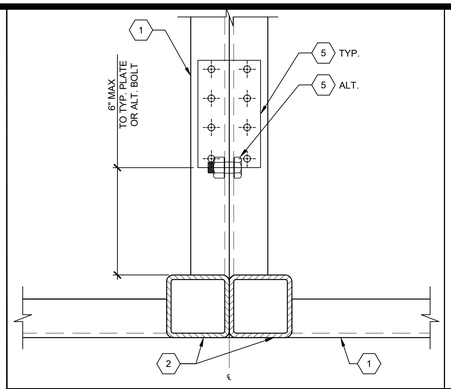


FLOOR JOIST SCHEDULE		
LIVE LOAD PSF	14 GA. JOIST	12 GA. JOIST
☐ 50 PSF	24" O.C.	24" O.C.
☒ 50+15 PSF	24" O.C.	24" O.C.
☐ 100 PSF	24" O.C.	24" O.C.

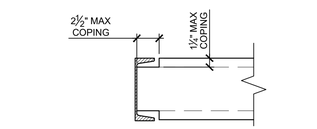
14GA OR 12GA JOISTS CAN BE USE BASED OF MATERIAL AVAILABILITIES

NOTE: FOR SECTION PROPERTIES - SEE S0.0

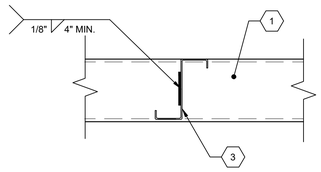
FRAMING PLAN (PLYWOOD FLOOR) SCALE : 1/4" = 1'-0" | A



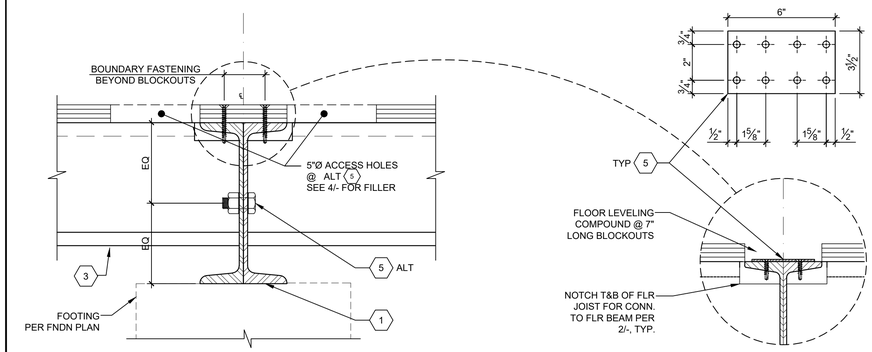
TYP. FLOOR BEAMS CONNECTION SCALE : 3" = 1'-0" | 1



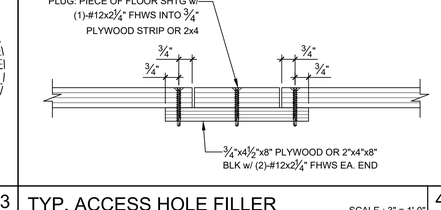
TYP FLOOR JOIST COPING



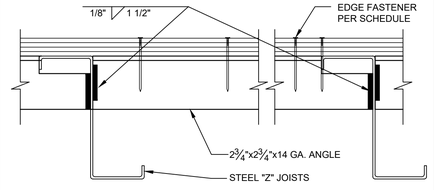
TYP. JOIST ATTACTMENT TO BEAM SCALE : 3" = 1'-0" | 2



TYP. BEAM TO BEAM CONNECTION SCALE : 3" = 1'-0" | 3



TYP. ACCESS HOLE FILLER SCALE : 3" = 1'-0" | 4



OPTIONAL BLOCKING ANGLE ATTACHMENT SCALE : 3" = 1'-0" | 5

NOT USED | 6

NOT USED | 7

BUILDING SIZE SCHEDULE			
BUILDING SIZE (FT)	TOTAL # OF 12'-0" WIDE MODULES	TOTAL # OF CENTER MODULES	TOTAL FNDN WIDTH
☒ 24'x40'	2	0	23'-8 1/4"
☐ 36'x40'	3	1	35'-6 1/2"
☐ 48'x40'	4	2	47'-4 3/4"

BUILDING SIZE SCHEDULE

TYP. FASTENER SPACING SCHEDULE		
BOUNDARY FASTENING*	EDGE FASTENING	FIELD FASTENING
12- 24x2" SDSTS	0.144"Øx2" ET&F PINS	0.144"Øx2" ET&F PINS
6" O.C.	6" O.C.	12" O.C.

*BOUNDARY FASTENING IS APPLIED TO PERIMETER OF ALL MODULES ALONG FRAME LINES

NOTE: SCHEDULE APPLIES TO ALL FLOOR LIVE LOADS

TYPICAL FASTENER SPACING SCHEDULE

ALT. FASTENER SPACING SCHEDULE		
BOUNDARY FASTENING*	EDGE FASTENING	FIELD FASTENING
12- 24x2" SDSTS	#10 OR #12x2¼" SDSTS	#10 OR #12x2¼" SDSTS
6" O.C.	6" O.C.	12" O.C.

*BOUNDARY FASTENING IS APPLIED TO PERIMETER OF ALL MODULES ALONG FRAME LINES

NOTE: SCHEDULE APPLIES TO ALL FLOOR LIVE LOADS

ALTERNATE FASTENER SPACING SCHEDULE

KEY NOTES

1. NOT USED
2. THE MATERIAL THICKNESS OF LIGHT GAUGE STRUCTURAL MEMBERS, IN THEIR END-USE, SHALL MEET OR EXCEED THE MINIMUM BASE METAL THICKNESS SPECIFIED ON SHEET S0.0. THE MATERIAL GAUGE DESIGNATION IN THE PLAN SHALL BE USED AS REFERENCE ONLY.
3. SDSTS PER ASTM C1513 AND ICC ESR-1976 (OR EQUAL)
4. ET&F PINS PER IAPMO REPORT ER-335

GENERAL NOTES

1. FLOOR BEAM PER SHEET S5.0. USE SINGLE SIZE CHANNEL THROUGHOUT FLOOR SYSTEM.
2. HSS COLUMN PER SHEET S5.0
3. FLOOR JOIST - SEE SCHEDULE
4. ⅛" T&G PLYWOOD FLOOR SHTG STURDI-I-FLOOR 48" O.C. SPAN RATING EXP. 1 CONFORMING TO PS 1-19, 2 SPANS MIN. OPTION: UNI-FLOOR BY PITTSBURGH TESTING LAB CONFORMING TO PS 1-19. STAGGER SHEETS 48" O.C. AS SHOWN w/ FACE GRAIN PERPENDICULAR TO FLOOR JOISTS. FASTEN PER SCHEDULES.
5. PLATE ⅜"x3½"x6" @ 10'-0" O.C. MAX w/ (8) #12x1" SDSTS; SEE DETAIL 3/-. ALTERNATE: ½"Øx1½" MB @ 10'-0" O.C. MAX AND 6" MAX FROM EACH END OF MODULE. BOLT Ø $\pm\frac{1}{16}$" MAX HOLE THRU CHANNELS; SEE DETAIL 3/-.
6. NOT USED
7. 2 ¾"x2 ¾"x 14Ga. BLOCKING ANGLE PER DETAIL 5/-, AT UNSUPPORTED PLYWOOD EDGES WHERE SPECIFIED ON THE FLOOR FRAMING PLAN.

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PRE-CHECKED SET NAME

24' x 40' THRU 48' x 40'
(HIGH SEISMIC)

2GO®

SITE SPECIFIC PROJECT NAME

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-122043 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☑
DATE: 10/26/2023

☐ 2022 CBC PRE-CHECK (PC) DOCUMENT
A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS REQUIRED

MANUFACTURER PROFESSIONAL OF RECORD ON PC



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REVISIONS

DRAWN BY:	A.A.
SCALE:	AS NOTED
DATE:	MM/DD/YY
PROJECT NO:	XXXX-21

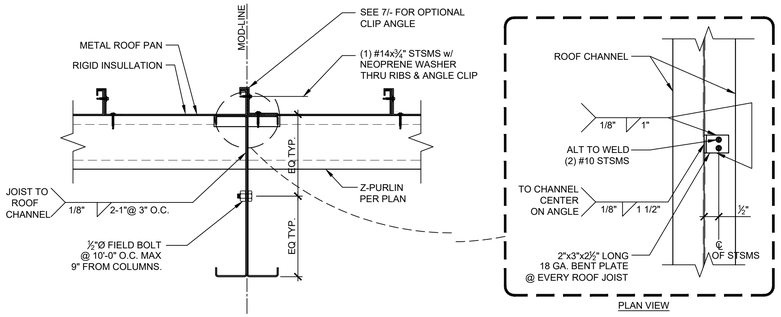
SHEET TITLE:

FLOOR FRAMING PLAN & DETAILS FOR PLYWOOD FLOOR

SHEET NUMBER:

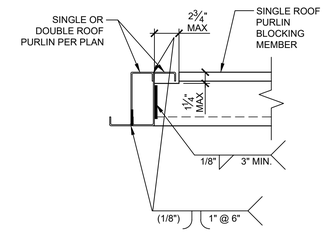
S3.0

XX.XXXX - [e=&#8;]2dfc2f3d6d0e1d5c1b5c1b5c1b



ROOF BEAM CONNECTION DETAIL — SCALE: 1 1/2"=1'-0" — 1

NOT USED — SCALE: 1 1/2"=1'-0" — 2

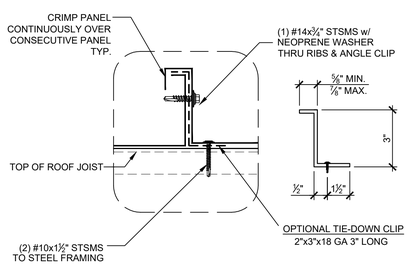


BLOCKING & DBL PURLIN CONNECTION DETAIL — SCALE: 1 1/2"=1'-0" — 3

NOT USED — SCALE: 1 1/2"=1'-0" — 4

NOT USED — 5

NOT USED — 6



NOTE:
MECHANICALLY CRIMP EACH STANDING SEAM ENTIRELY.
MECHANICALLY CRIMP PANELS OVER ALL CLIPS.

ROOF DETAIL (OPTIONAL ROOF PAN CLIP) — SCALE: 1 1/2"=1'-0" — 7

NOT USED — 8

NOT USED — 9

NOT USED — 10

NOT USED — 11

NOT USED — 12

NOT USED — 13

NOT USED — 14

NOT USED — 15

GENERAL NOTES

1. THE MATERIAL THICKNESS OF LIGHT GAUGE STRUCTURAL MEMBERS, IN THEIR END-USE, SHALL MEET OR EXCEED THE MINIMUM BASE METAL THICKNESS SPECIFIED ON SHEET S0.0 THE MATERIAL GAGE DESIGNATION IN THE PLAN SHALL BE USED AS REFERENCE ONLY.

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

American Modular Systems
787 Spreckels Ave., Manteca, CA 95336
Phone (209) 825-1921 Fax (209) 825-7018
www.americanmodular.com

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PRE-CHECKED SET NAME

24' x 40' THRU 48' x 40'
(HIGH SEISMIC)

2GO®

SITE SPECIFIC PROJECT NAME

.
.
.

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-122043 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☑
DATE: 10/26/2023

2022 CBC PRE-CHECK (PC) DOCUMENT
A SEPARATE PROJECT APPLICATION FOR CONSTRUCTION IS REQUIRED

MANUFACTURER PROFESSIONAL OF RECORD ON PC

LICENSED ARCHITECT — BENJAMIN PATRICK GLENNON — No. C12631 Ren. 3-31-25 — STATE OF CALIFORNIA

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REVISIONS

DRAWN BY:	A.A.
SCALE:	AS NOTED
DATE:	MM/DD/YY
PROJECT NO:	XXXX-21

SHEET TITLE:

ROOF FRAMING DETAILS

SHEET NUMBER:

S4.2

S:\XXXX-_Shed\4th\ESIGN\S-Dwg\S0.0\S0.0.dwg 10/26/2023 8:50:08 AM -08:00 jmaxwell C:\PC\Jobs\Jobs2023\2023\S0.0.dwg 10/26/2023 8:50:08 AM -08:00 jmaxwell

PC

PC PLAN ACCESSIBLE RAMP/LANDING (ALUMINUM)

TMP SERVICES

2929 KANSAS AVENUE
RIVERSIDE, CA 92507
(951) 213-3900
FAX (951) 213-3997

STATE OF CALIFORNIA
2021 IBC/2022 CBC

DSA 103-22: LISTING OF STRUCTURAL TESTS & SPECIAL INSPECTIONS, 2022 CBC

Application Number: | School Name: | School District:

DSA File Number: | Increment Number: | Date Created:

2022 CBC

IMPORTANT: This form is only a summary list of structural tests and some of the special inspections required for the project. Generally, the structural tests and special inspections noted on this form are those that will be performed by the Geotechnical Engineer of Record, Laboratory of Record, or Special Inspector. The actual complete test and inspection program must be performed as detailed on the DSA approved documents. The appendix at the bottom of this form identifies work NOT subject to DSA requirements for special inspection or structural testing. The project inspector is responsible for providing inspection of all facets of construction, including but not limited to, special inspections not listed on this form such as structural wood framing, high-load wood diaphragms, cold-formed steel framing, anchorage of non-structural components, etc., per Title 24, Part 2, Chapter 17A (2022 CBC).

****NOTE:** Underlined section and table references found in this document are from the CBC, or California Building Code.

KEY TO COLUMNS

1. TYPE	2. PERFORMED BY
Continuous – Indicates that a continuous special inspection is required	**GE (Geotechnical Engineer)** – Indicates that the special inspection shall be performed by a registered geotechnical engineer or his or her authorized representative.
Periodic – Indicates that a periodic special inspection is required	**LOR (Laboratory of Record)** – Indicates that the test or special inspection shall be performed by a testing laboratory accepted in the DSA Laboratory Evaluation and Acceptance (LEA) Program. See CAC Section 4-335.
Test – Indicates that a test is required	**PI (Project Inspector)** – Indicates that the special inspection may be performed by a project inspector when specifically approved by DSA.
	SI (Special Inspection) – Indicates that the special inspection shall be performed by an appropriately qualified/approved special inspector.

CS. POST-INSTALLED ANCHORS:

	Test or Special Inspection	Type	Performed By	Code References and Notes
☐	**a.** Inspect installation of post-installed anchors	See Notes	SI*	**1617A.1.19, Table 1705A.3 Item 4a (Continuous) & 4b (Periodic), 1705A.3.8** (See Appendix (end of this form) for exemptions). ACI 318-14 Sections 17.8 & 26.13. * May be performed by the project inspector when specifically approved by DSA.
☐	**b.** Test post-installed anchors.	Test	LOR	**1910A.5.** (See Appendix (end of this form) for exemptions.)

S/A1. STRUCTURAL STEEL, COLD-FORMED STEEL AND ALUMINUM USED FOR STRUCTURAL PURPOSES

	Test or Special Inspection	Type	Performed By	Code References and Notes
☑	**a.** Verify identification of all materials and: • Mill certificates indicate material properties that comply with requirements. • Material sizes, types and grades comply with requirements.	Periodic	*	**Table 1705A.2.1 Item 3a–3c.** 2202A.1; AISI S100-20 Section A3.1 & A3.2, AISI S240-20 Section A3 & A5, AISI S220-20 Sections A4 & A6. * By special inspector or qualified technician when performed off-site.
☑	**b.** Test unidentified materials	Test	LOR	**2202A.1.**
☑	**c.** Examine seam welds of HSS shapes	Periodic	SI	DSA IR 17-3.
☑	**d.** Verify and document steel fabrication per DSA-approved construction documents.	Periodic	SI	Not applicable to cold-formed steel light-frame construction, except for trusses (**1705A.3.4**).

S/A3. WELDING:

	Test or Special Inspection	Type	Performed By	Code References and Notes
☑	**a.** Verify weld filler material identification markings per AWS designation listed on the DSA-approved documents and the WPS.	Periodic	SI	**1705A.2.5, Table 1705A.2.1 Items 4 & 5**; AWS D1.1 and AWS D1.8 for structural steel; AWS D1.2 for Aluminum; AWS D1.3 for cold-formed steel; AWS D1.4 for reinforcing steel; DSA IR 17-3.
☑	**b.** Verify weld filler material manufacturer's certificate of compliance.	Periodic	SI	DSA IR 17-3.
☑	**c.** Verify WPS, welder qualifications and equipment.	Periodic	SI	DSA IR 17-3.

S/A4. SHOP WELDING (IN ADDITION TO SECTION S/A3):

	Test or Special Inspection	Type	Performed By	Code References and Notes
☑	**a.** Inspect groove welds, multi-pass fillet welds, single pass fillet welds > 5/16", plug and slot welds.	Continuous	SI	**Table 1705A.2.1 Items 5a.1–4**; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
☑	**b.** Inspect single-pass fillet welds ≤ 5/16", floor and roof deck welds.	Periodic	SI	**1705A.2.2, Table 1705A.2.1 Items 5a.5 & 5a.6**; AISC 360-16 (and AISC 341-16 as applicable); DSA IR 17-3.
☑	**c.** Inspect welding of stairs and railing systems.	Periodic	SI	**1705A.2.1**; AISC 360-16 (and AISC 341-16 as applicable); AWS D1.1 & D1.3; DSA IR 17-3.

"CONSTRUCTION" AND "STOCKPILE" EXAMPLE DSA-103 FORM
(DSA 103 FORM NOT REQUIRED FOR RELOCATION OF CERTIFIED RAMP & LANDING)

THE EXAMPLE FORM DSA-103 SHOWN ON THIS SHEET IS FOR ILLUSTRATION PURPOSES ONLY TO ASSIST IN THE COMPLETION OF FUTURE PROJECT-SPECIFIC FORM DSA-103'S. A FORM DSA-103 IS TO BE COMPLETED FOR EACH APPLICATION THAT THIS PC IS BEING INCORPORATED INTO AND THE EXAMPLE FORM DSA-103 IS TO BE CROSSED OUT ON THIS DRAWING.

NOTES:

LOADS:

1. RAMP LIVE LOAD = 100 PSF
2. NO SNOW LOADING
3. NO FLOOD LOADING
4. WIND:
   WIND SPEED = 110 MPH
   RISK CATEGORY = II & III
   EXPOSURE = C
   K_{ZT} = 1.0
   WIND DESIGN PER ASCE 7-16 CHAPTER 29
5. SEISMIC:

RISK CATEGORY = II	RISK CATEGORY = III
I_e = 1.0	I_e = 1.25
S_S = 3.33	S_S = 1.87
S_1 = 1.0	S_1 = 1.0
SITE CLASS = D-DEFAULT	SITE CLASS = D-DEFAULT
S_{DS} = 1.865	S_{DS} = 1.49
C_S = 1.49 (ASCE 7-16 EQUATION 15.4-2)	C_S = 1.49 (ASCE 7-16 EQUATION 15.4-2)
R = 1.25 (ASCE 7-16 TABLE 15.4-1)	R = 1.25 (ASCE 7-16 TABLE 15.4-1)

6. ALLOWABLE SOIL BEARING = 1000 PSF

CODES: (TITLE 24 CODES)

2022 CALIFORNIA ADMINISTRATIVE CODE (CAC)....(PART 1, TITLE 24, CCR)

2022 CALIFORNIA BUILDING CODE (CBC), VOLUMES 1 AND 2 (PART 2, TITLE 24, CCR) (2021 EDITION INTERNATIONAL BUILDING CODE WITH 2022 CALIFORNIA AMENDMENTS)

2022 CALIFORNIA FIRE CODE (CFC), (PART 9, TITLE 24, CCR) (2021 EDITION INTERNATIONAL FIRE CODE WITH 2022 CALIFORNIA AMENDMENTS)

2022 CALIFORNIA GREEN CODE (CGC), (PART 9, TITLE 24, CCR)

2022 CALIFORNIA REFERENCED CODE, (PART 12, TITLE 24, CCR)

2022 CODE SECTIONS FOR APPLICABLE STANDARDS
2022 CBC, CHAPTER 35

TABLE OF CONTENTS

Sheet No.*	Description	Date	Revised
1	COVER SHEET	15 APRIL 2024	
2	PLANS & DETAILS	15 APRIL 2024	
4	DETAILS & NOTES	15 APRIL 2024	
5	MULTIPLE LANDINGS & RAMPS	15 APRIL 2024	

* ONLY SHEETS WITH BOX CHECKED ARE PART OF DRAWING SET FOR SITE SPECIFIC PROJECT.

** CHECK BOXES AS REQUIRED TO SHOW WHICH PLAN SHEETS ARE PART OF SITE SPECIFIC PROJECT

ALTERNATE PLANK RAMP/LANDING

Sheet No.*	Description	Date	Revised
1A	COVER SHEET	15 APRIL 2024	
2A	PLANS & DETAILS	15 APRIL 2024	
:			
4A	DETAILS & NOTES	15 APRIL 2024	
5A	MULTIPLE LANDINGS & RAMPS	15 APRIL 2024	

* ONLY SHEETS WITH BOX CHECKED ARE PART OF DRAWING SET FOR SITE SPECIFIC PROJECT.

** CHECK BOXES AS REQUIRED TO SHOW WHICH PLAN SHEETS ARE PART OF SITE SPECIFIC PROJECT

TAVARES ASSOCIATES
DESIGN ◆ CONSULTING ◆ PROJECT MGT
11590 W. BERNARDO COURT, SUITE 105
SAN DIEGO, CA 92128
PHONE(858) 444-3344
WWW.RSTAVARES.COM

DSA APPROVALS

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

PRE-CHECK (PC) DOCUMENT
CODE: 2022 CBC
A SEPARATE PROJECT
APPLICATION FOR CONSTRUCTION
IS REQUIRED

REGISTERED PROFESSIONAL ENGINEER
RAMON D. PEREZ
No. 53380
Exp. 03/31/26
STRUCTURAL
STATE OF CALIFORNIA
RST#230851
4/15/2024

DATE SIGNED_____

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-122263 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☐
DATE: 04/19/2024

COVER SHEET

TMP SERVICES
2929 KANSAS AVE.
RIVERSIDE, CA 92507
PHONE: (951)213-3900
FAX: (951)213 3997

SITE:

STATE OF CALIFORNIA
PC
-2022 CBC

DRAWN

CHECKED

DATE
15 APRIL 2024

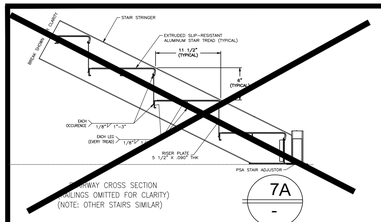
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JOB NO.

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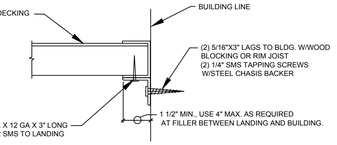
1 OF 8 SHEETS

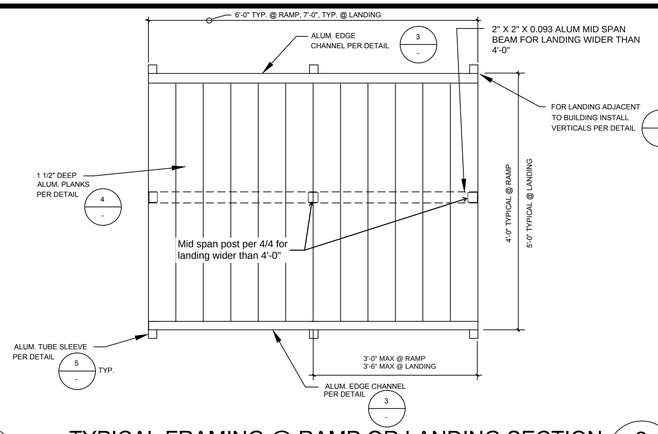
TMP DSA RAMP & LANDING ALUMINUM COVER SHEET1.DWG

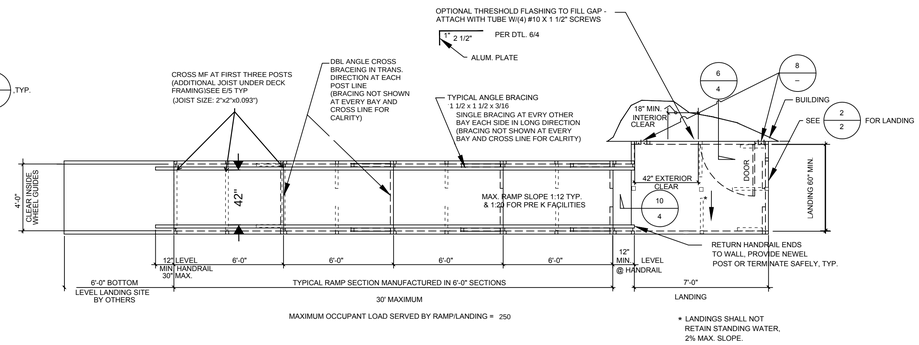


STAIRWAY CROSS SECTION
(RAILINGS OMITTED FOR CLARITY)
(NOTE: OTHER STAIRS SIMILAR)

7A







LANDING TO BUILDING 8

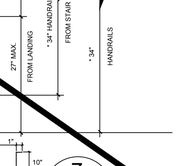
NOTE: DECK SECTIONS ARE FREE STANDING FOR VERTICAL LOADS.

PLAN @ STAIRS 9

SCALE: 3/4" = 1'-0"

TYPICAL FRAMING @ RAMP OR LANDING SECTION 2

SCALE: 3/4" = 1'-0"

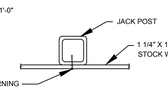


ALUM. EDGE CHANNEL 3

SCALE: 3" = 1'-0"

ALUM. SLEEVE DETAIL 5

SCALE: 3" = 1'-0"

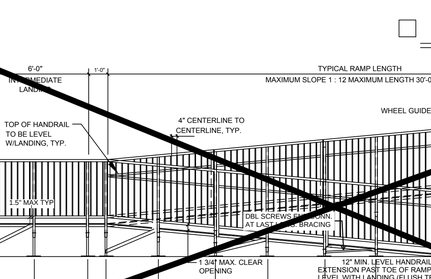


10

STAIRS 7

SCALE: 3/4" = 1'-0"

ALUM. DECK PLANKING 4

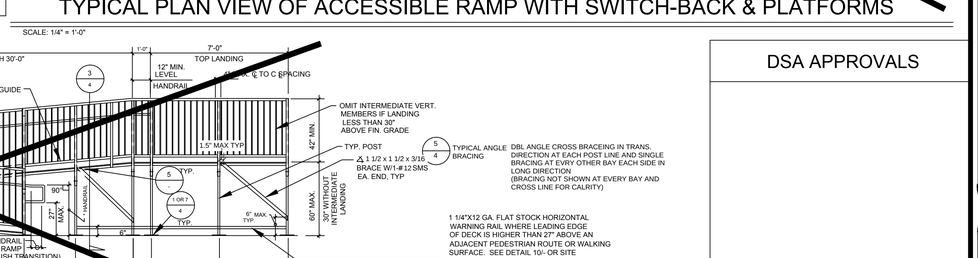


ALUM. STAIR TREAD 6

SCALE: 3/4" = 1"

TYPICAL PLAN VIEW OF ACCESSIBLE RAMP & DECK LAYOUT 30" OR LESS

SCALE: 1/4" = 1'-0"

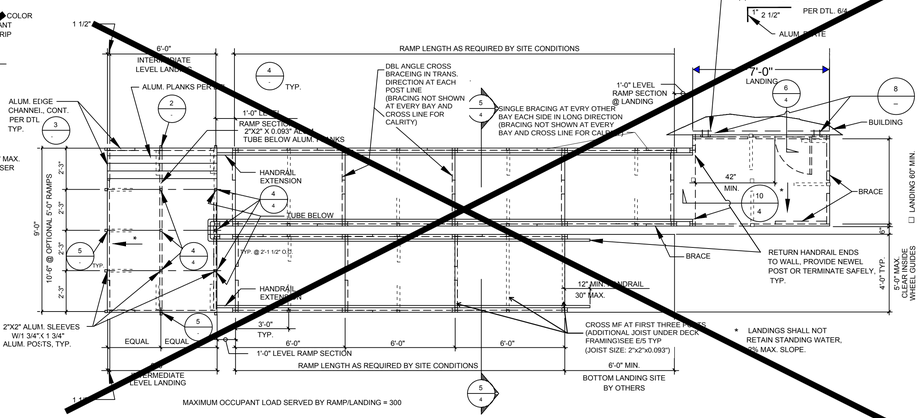


TYPICAL ELEVATION OF ACCESSIBLE RAMP & DECKING 30" OR LESS

SCALE: 1/4" = 1'-0"

TYPICAL PLAN VIEW OF ACCESSIBLE RAMP WITH SWITCH-BACK & PLATFORMS

SCALE: 1/4" = 1'-0"



TYPICAL ELEVATION OF ACCESSIBLE RAMP W/SWITCH-BACK RAMP

SCALE: 1/4" = 1'-0"

DSA APPROVALS

TAVARES ASSOCIATES
DESIGN ♦ CONSULTING ♦ PROJECT MGT
11990 W. BERNARDO COURT, SUITE 105
SAN DIEGO, CA 92128
PHONE:(858) 444-3344
www.rstavares.com

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

PRE-CHECK (PC) DOCUMENT
CODE: 2022 CBC
A SEPARATE PROJECT
APPLICATION FOR CONSTRUCTION
IS REQUIRED

REGISTERED PROFESSIONAL ENGINEER RAMON D. FRANCO C 53380 Exp. 03/31/26 STRUCTURAL STATE OF CALIFORNIA RST#23051
4/15/2024

DATE SIGNED

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-122263 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑ CG ☐
DATE: 04/19/2024

PLAN & DETAILS
PC

TMP SERVICES
2929 KANSAS AVE.
RIVERSIDE, CA 92507
PHONE: (951)213-3900
FAX: (951)213 3997

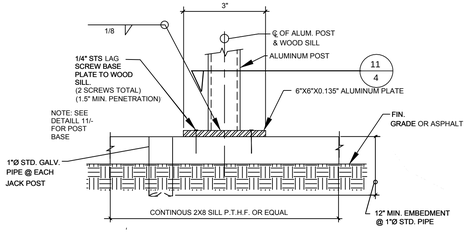
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STATE OF CALIFORNIA
-2022 CBC
PC

DRAWN
CHECKED
DATE 15 APRIL 2024
SCALE
JOB NO.
2

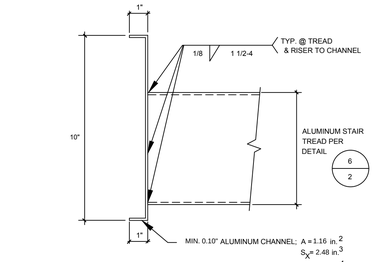
2 OF 8 SHEETS

TMP DSA RAMP & LANDING ALUMINUM SHEET2.dwg

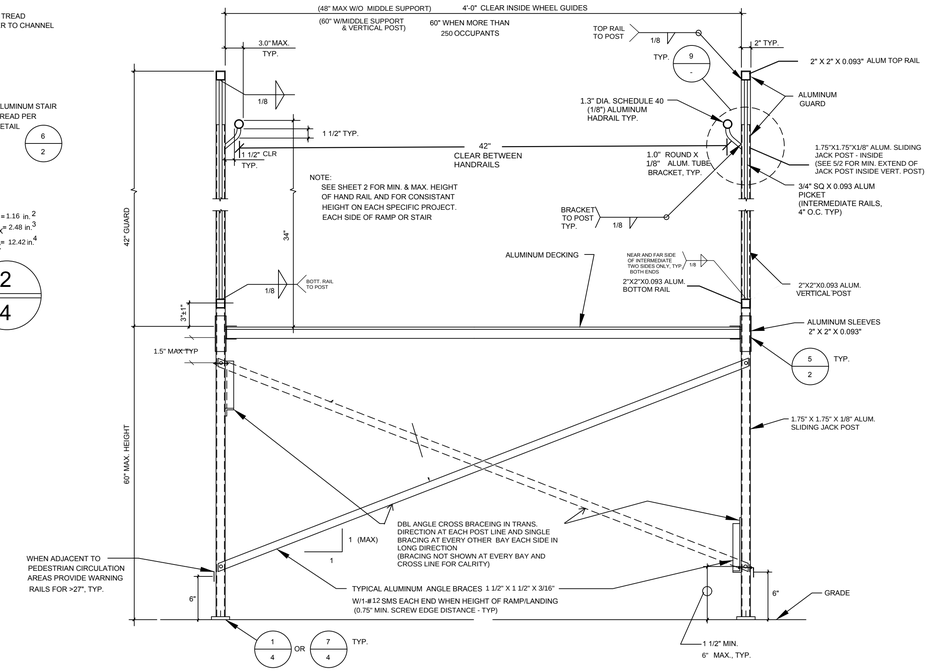


ALTERNATE WOOD SILLS @JACK POST TO GRADE OR ASPHALT WHERE CONCRETE DOES NOT OCCUR (SEE 7/4 FOR CONCRETE)

1/4

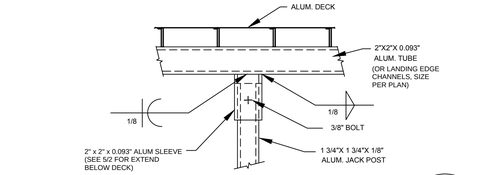


2/4



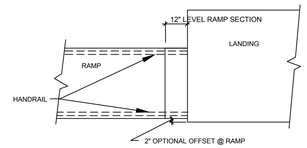
TYPICAL CROSS SECTIONS

3/4

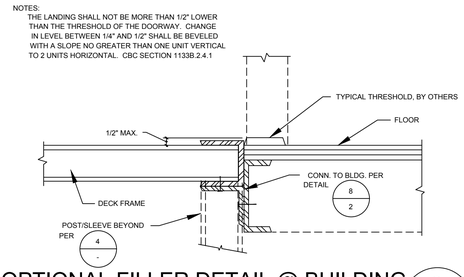


MID SPAN POST (OR LANDING EDGE POST BELOW DECK @ LANDING MATELINES)

4/4

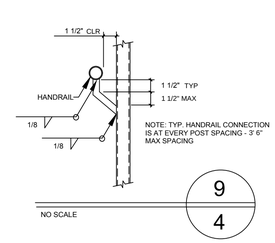


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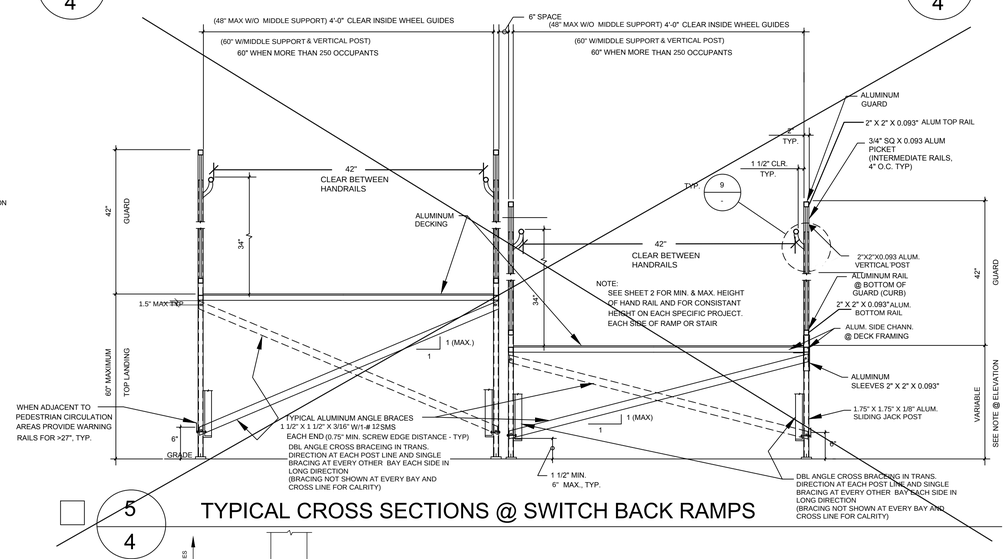


OPTIONAL FILLER DETAIL @ BUILDING

6/4

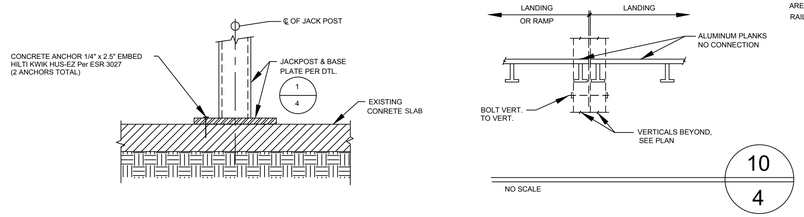


9/4



TYPICAL CROSS SECTIONS @ SWITCH BACK RAMPS

5/4



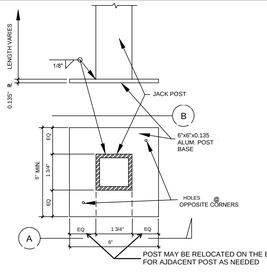
OPTIONAL FILLER DETAIL @ BUILDING

6/4

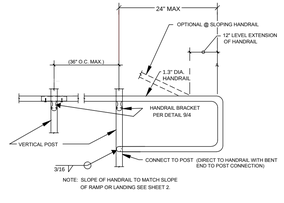
10/4

ALTERNATE JACK POST TO CONCRETE

7/4



11/4 POST BASE



12/4 CONNECTION @ HANDRAIL EXTENSION DETAIL

NOTES:

CODES:
2022 CALIFORNIA BUILDING CODE (CBC)

DESIGN LOADS:
LIVE LOAD: 100 PSF
WIND: SEE SHEET 1

SEISMIC: SEE SHEET 1.

HANDRAIL & GUARD RAIL LOADS:
50#/FT.
200# POINT LOAD

MATERIAL SPECIFICATIONS:
ALUMINUM (EQUIVALENT OR BETTER ALLOY THAN LISTED MAY BE ALSO USED)

1 1/2 X 1/12 X 3/16 ANGLE	6061-T6
2"X2"X 0.093" TUBE	6061-T6
1 3/4"X1 3/4"X1/8" TUBE	6061-T6
2"X1 1/2"X1/8" CHANNEL	6061-T6
DECK PLANKS	6061-T6
STAIR PLANKS	6061-T6

BOLTS: USE ASTM A307 COMMON BOLTS HOT DIPPED GALVANIZED W/STAINLESS STEEL WASHERS.

SHEET METAL SCREWS (SMS):
USE TYPE 410 STAINLESS STEEL SHEET METAL SCREWS.

WELDS: ALL WELDING SHALL CONFORM TO "AMERICAN WELDING SOCIETY D1.2Z FOR ALUMINUM", ELECTRODES SHALL BE 5356 OR 5554. (EQUIVALENT OR BETTER FILLER ALLOY MAY BE USED)

GENERAL NOTES:

1) RAMPS HAVING SLOPES STEEPER THAN 1 VERTICAL TO 20 HORIZONTAL SHALL HAVE LANDINGS AT TOP AND BOTTOM AND AT LEAST ONE INTERMEDIATE LANDING SHALL BE PROVIDED FOR EACH 30" OF RISE, PER CBC 11B-405.7.

2) LOCATION OF LANDINGS.
LANDINGS SHALL BE PROVIDED AT TOP AND BOTTOM OF EACH RAMP. INTERMEDIATE LANDINGS SHALL BE PROVIDED AT INTERVALS NOT EXCEEDING 30 INCHES OF VERTICAL RISE AND AT EACH CHANGE OF DIRECTION. LANDINGS ARE NOT CONSIDERED IN DETERMINING THE MAXIMUM HORIZONTAL DISTANCE OF EACH RAMP.

NOTE: EXAMPLES OF RAMP DIMENSIONS ARE:

SLOPE	MAX. RISE (INCHES)	MAX. HORIZONTAL PROJECTION
1:12	30	30'-0"
1:16	30	40'-0"
1:20	30	50'-0"
1:15	30	37'-6"

2. SIZE OF TOP LANDINGS. TOP LANDINGS SHALL NOT BE LESS THAN 60 INCHES WIDE AND SHALL HAVE A LENGTH OF NOT LESS THAN 60 INCHES IN THE DIRECTION OF RAMP RUN, PER CBC 11B-405.7.2 AND .3.

3) DOORS IN ANY POSITION SHALL NOT REDUCE THE MINIMUM DIMENSION OF THE LANDING TO LESS THAN 42" AND SHALL NOT REDUCE THE REQUIRED WIDTH BY MORE THAN 3" WHEN FULLY OPENED, CBC 11B-405.7.5.

4) RAMPS SHALL BE CONSTRUCTED AS REQUIRED FOR STAIRWAYS.

5) THE SURFACE OF RAMPS SHALL BE ROUGHED OR SHALL BE OF SLIP-RESISTANT MATERIAL.

6) RAMPS REQUIREMENTS SHALL BE PER CBC 11B-405.

7) RAMPS AND STAIRWAYS USED AS EXIT SHALL CONFORM TO CBC SEC. 1009 SEC. 1010, CHAPTER 11B AND 11B-405.5.

8) HANDRAILS AND GUARDRAILS SHALL CONFORM TO CBC 11B-405.8 (RAMP) AND 11B-504 (STAIRS).

9) RAMPS SHALL CONFORM TO CBC 11B-405.

10) STRIKE EDGE EXTENSION THE WIDTH OF THE LANDING SHALL EXTEND 24" PAST THE STRIKE EDGE OF ANY DOOR OR GATE FOR EXTERIOR RAMPS AND 18" PAST THE STRIKE EDGE FOR INTERIOR RAMPS.

11) LANDING WIDTH. AT BOTTOM AND INTERMEDIATE LANDINGS, THE WIDTH SHALL BE AT LEAST THE SAME AS REQUIRED FOR RAMPS, 11B-405.7.4.

12) THE WIDTH OF RAMPS SHALL BE AS REQUIRED PER STAIRWAYS AND EXITS. CBC 11B-405.5 PEDESTRIAN RAMPS SHALL HAVE A MINIMUM CLEAR WIDTH OF 48" UNLESS REQUIRED TO BE WIDER BY OTHER PROVISIONS OF THE CODE.

13) SLOPE RAMPS AND LANDINGS AS REQUIRED TO PREVENT ACCUMULATION OF WATER ON WALKING SURFACES.

14) ALL WORK SHALL CONFORM TO TITLE 24 CALIFORNIA CODE OF REGULATIONS (CCR).

15) CHANGES TO THE APPROVED DRAWINGS AND SPECIFICATIONS SHALL BE AN ADDENDUM OR A CONSTRUCTION CHANGE DOCUMENT (CCD) APPROVED BY THE DIVISION OF THE STATE ARCHITECT, AS REQUIRED BY SECTION 4.338, PART 1, TITLE 24, CCR.

16) A PROJECT INSPECTOR EMPLOYED BY THE DISTRICT (OWNER) AND APPROVED BY THE DIVISION OF THE STATE ARCHITECT SHALL PROVIDE CONTINUOUS INSPECTION OF WORK. THE DUTIES OF THE INSPECTOR ARE DEFINED IN SECTION 4.342, PART 1, TITLE 2.

IN-PLANT: SHOP WELDING INSPECTION AND MATERIAL VERIFICATION

SITE CONSTRUCTION: CLASS 4

DSA APPROVALS

IDENTIFICATION STAMP
DIV. OF THE STATE ARCHITECT
APP. 04-125070 INC:
REVIEWED FOR
SS ☑ FLS ☑ ACS ☑
DATE: 12/18/2025

PRE-CHECK (PC) DOCUMENT
CODE: 2022 CBC
A SEPARATE PROJECT
APPLICATION FOR CONSTRUCTION
IS REQUIRED

REGISTERED PROFESSIONAL ENGINEER RAMON D. FRANCO No. 53380 Exp. 03/31/26 STRUCTURAL STATE OF CALIFORNIA
RST#23051
4/15/2024

DATE SIGNED

APPROVED
DIV. OF THE STATE ARCHITECT
APP: 04-122263 PC
REVIEWED FOR
SS ☑ FLS ☑ ACS ☒ CG ☐
DATE: 04/19/2024

DETAILS & NOTES
PC

TMP SERVICES
2929 KANSAS AVE.
RIVERSIDE, CA 92507
PHONE: (951)213-3900
FAX: (951)213 3997

SITE:

STATE OF CALIFORNIA
-2022 CBC
PC

DRAWN

CHECKED

DATE
15 APRIL 2024

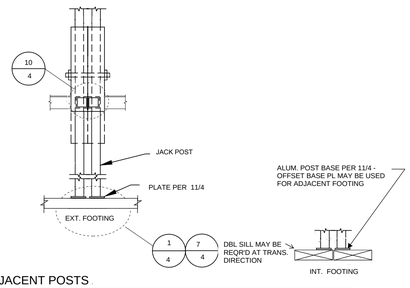
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JOB NO.

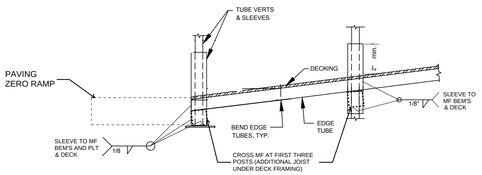
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3 OF 8 SHEETS

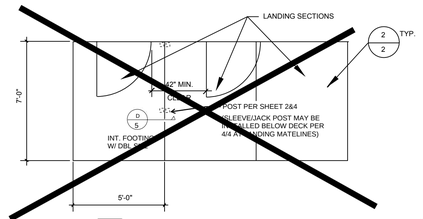
TAVARES ASSOCIATES
DESIGN ♦ CONSULTING ♦ PROJECT MGT
11590 W. BERNARDO COURT, SUITE 105
SAN DIEGO, CA 92128
PHONE(858) 444-3344
www.RSTAVARES.COM



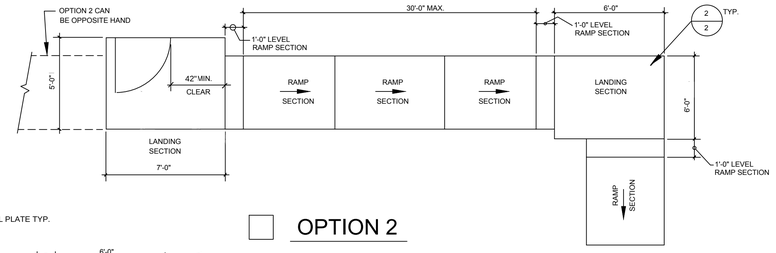
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5
ADJACENT POSTS
AT EXT. FOOTING AND AT INTERIOR FOOTING



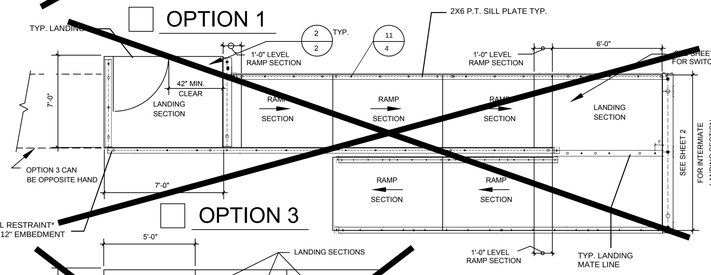
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5
TOE @ END OF RAMP
NO SCALE



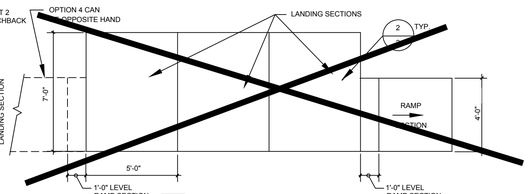
OPTION 1



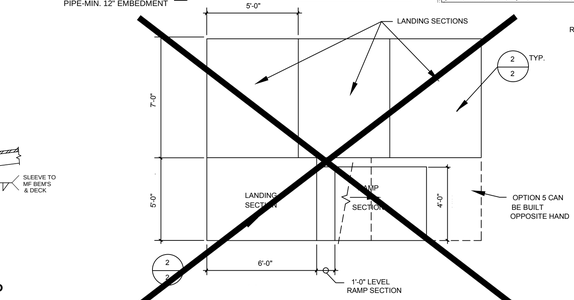
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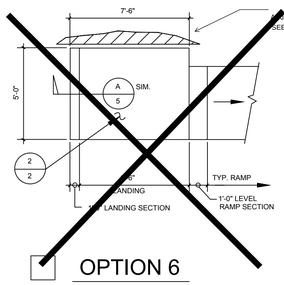
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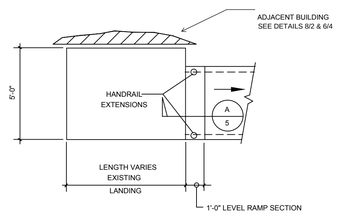
OPTION 4



OPTION 5



OPTION 6

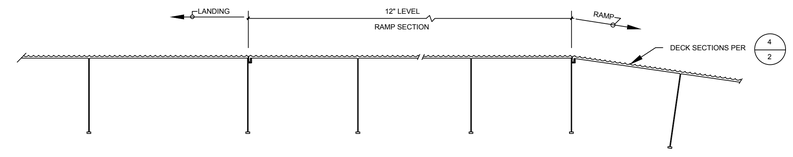


OPTION 7

ADD RAMPS, STAIRS, LANDINGS AS REQUIRED FOR NUMBER OF EXITS ON SITE PLAN FOR SPECIFIC PROJECTS.

NOTE: SEE SHEETS 2 AND 4 FOR ALL MAMBERS, SIZES, SPACING, CONNECTION AND FRAMING DETAILS, ETC

MULTIPLE LANDINGS AND RAMPS



A
5
NO SCALE

DSA APPROVALS

TAVARES ASSOCIATES
DESIGN ♦ CONSULTING ♦ PROJECT MGT
11590 W. Bernardo Court, Suite 105
San Diego, CA 92128
PHONE:(858) 444-3344
www.rstavares.com

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IS REQUIRED

REGISTERED PROFESSIONAL ENGINEER
MARWAN D. FRANGIE
No. S3380
Exp. 03/31/26
STRUCTURAL
STATE OF CALIFORNIA
RST#23051
4/15/2024

DATE SIGNED

APPROVED
DIV. OF THE STATE ARCHITECT
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MULTIPLE LANDINGS & RAMPS
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TMP SERVICES
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PHONE: (951)213-3900
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-2022 CBC
PC

DRAWN
CHECKED
DATE
15 APRIL 2024
SCALE
JOB NO.

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4 OF 8 SHEETS

TMP DSA RAMP & LANDING ALMINUM SHEETS.dwg